Group Benefit Solutions





| GROUP | INSURANCE | FOR FMPI | OVEES | UE. |
|--------|----------------|------------------|---|---------------|
| UNCLUE | 11V.3UJR/AIVUJ | 1 () I IVIE | (////////////////////////////////////// | \ /I . |

Christian Reformed Church in North America

The policy contains a provision removing or restricting the right of the group life insured to designate persons to whom or for whose benefit insurance money is to be payable.

Policy No.: 120658

Policy Effective Date: January 1, 2018

TABLE OF CONTENTS

| THIS IS AN IMPORTANT DOCUMENT | |
|--|----|
| BENEFIT SUMMARIES | 2 |
| Group Insurance Benefit Summary - General | 2 |
| Group Basic Term Life Insurance – Employee – Benefit Summary | 3 |
| Group Optional Term Life Insurance Benefit Summary | |
| Group Accidental Death And Dismemberment Benefit Summary | 6 |
| GENERAL DEFINITIONS | 8 |
| GENERAL INFORMATION | 12 |
| Employee Eligibility | 12 |
| Dependent Eligibility | |
| When Insurance Begins | |
| Absent When Insurance Would Normally Begin | |
| Late Entrants | |
| Changes In Insurance | |
| When Your Insurance Ends | |
| Continued Insurance | |
| Employment / Labour Standards Extension Of Insurance | |
| Return to Active employment After Insurance Ends | 15 |
| Fraud | |
| Incontestability | |
| Receiving And Releasing Data | |
| Limitation Of Legal Action | |
| CLAIMS INFORMATION | 18 |
| Claims Adjudication | |
| Requesting A Claim Form | |
| Written Notice Of Claim | |
| Written Proof Of Claim | |
| Proof Of Continuing Disability | |
| Additional Information | |
| Type Of Claim Information Required | |
| Proof Of Age | |
| Return To Work Notification | |
| We Reserve The Right To Deny Claim Payment | |
| Overpayment | 19 |
| GROUP BASIC TERM LIFE INSURANCE BENEFIT | 21 |
| Benefit Specific Definitions | |
| Beneficiary | |
| Payment Of Discretionary Amounts | |
| Optional Modes Of Settlement | |
| Continuity of Coverage | |
| Waiver Of Premium | |
| Recurrent Disability | |
| Terminal Illness Disability Benefit | 25 |
| Conversion | 26 |
| GROUP OPTIONAL TERM LIFE INSURANCE BENEFIT | 28 |
| Benefit Specific Definitions | 28 |
| Beneficiary | |
| Payment Of Discretionary Amounts | 29 |

| Optional Modes Of Settlement | 29 |
|---|----|
| Medical Examinations And Autopsy | 29 |
| Continuity of Coverage | 29 |
| Waiver Of Premium | 30 |
| Recurrent Disability | 30 |
| Terminal Illness Disability Benefit | |
| Suicide Exclusion | 31 |
| Conversion | |
| GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE BENEFIT | 34 |
| Benefit Specific Definitions | |
| Beneficiary | |
| Payment Of Discretionary Amounts | 38 |
| Medical Examinations and Autopsy | |
| Continuity of Coverage | |
| Waiver Of Premium | 39 |
| Recurrent Disability | |
| Schedule Of Specific Losses | 40 |
| Day Care Expense Benefit | 41 |
| Education Benefit | 41 |
| Exposure And Disappearance Benefit | |
| Family Transportation Benefit | 42 |
| Funeral Expense Benefit | 42 |
| Home Alteration And Vehicle Modification Benefit | |
| In-Hospital Indemnity Benefit | |
| Rehabilitative Physical Therapy Benefit | 43 |
| Repatriation And Identification Benefit | |
| Seat Belt And Air Bag Benefit | |
| Spousal Retraining Benefit | |
| General AD&D Limitations And Exclusions | 44 |

THIS IS AN IMPORTANT DOCUMENT AND SHOULD BE READ CAREFULLY AND KEPT IN A SAFE PLACE.

This booklet/certificate gives a brief outline of the plan for which a group policy was issued to the employer. This booklet/certificate does not create nor confer any rights. The exact terms of the benefit plan are described in the more detailed provisions of the group policy. In the event of a discrepancy between this booklet/certificate and the group policy, the terms of the group policy will govern.

The **employee's** coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

RBC Life Insurance Company is the insurer of the coverage, unless otherwise specified. If there are any questions about any terms or provisions, please consult our claims paying office. We will assist the **employees** in any way to help them understand their benefits.

The **employer** has appointed a plan administrator who looks after the insurance under this plan. The administrator may arrange for items such as enrolment in the benefit plan, changes in insurance, termination from the benefit plan and any **beneficiary** designations, as applicable.

The policy may contain a provision removing or restricting the right of the group life insured to designate persons to whom or for whose benefit insurance money is to be payable.

BENEFIT SUMMARIES

GROUP INSURANCE BENEFIT SUMMARY - GENERAL

The following is only a summary of the insurance provided under this policy and must be read in context with the rest of the provisions, terms and conditions of the policy.

| Insurance Under the Policy: | Insurance Benefit | <u>Classes Insured</u> | | |
|---|--|------------------------------|--|--|
| | Employee Basic Term Life | 1 | | |
| | Optional Term Life | 1 | | |
| | Employee Basic Accidental Death and Dismemberment (AD&D) | 1 | | |
| Description of All Eligible Class(es) of Employees: | All Eligible Participants in the Consolidated | I Insurance Group (CGI) Plan | | |
| Eligibility Requirements Under the Policy: | An employee must: Be a resident in Canada; Hold current and valid provincial or territorial health care plan coverage in the province or territory where he resides; Be a permanent full - time employee; Be in active employment in Canada with the employer for at least 20 hours per week each week; Have completed a written enrollment card for this group insurance (if applicable or by providing appropriate enrolment information); and Be in an Eligible Class of employees insured. | | | |
| Waiting Period | For an eligible employee in active employment on or before the Effective Date: No days of continuous active employment. | | | |
| Under the Policy: | For an eligible employee in active employment after the Effective Date: Nil days of continuous active employment. | | | |

GROUP BASIC TERM LIFE INSURANCE - EMPLOYEE - BENEFIT SUMMARY

Eligible Class(es): Class 1

Amount of

Insurance: \$50,000

Reduction: When the employee turns 65 the amount of insurance will be reduced to 70% of the

amount of insurance in force immediately prior to age 65, rounded to the next higher \$1,000. When the **employee** turns 70 the amount of insurance will be reduced to 50% of the amount in force immediately prior to age 65, rounded to the next higher \$1,000. When the **employee** turns 75, the amount of insurance will be reduced to 30% of the amount in force immediately prior to age 65, rounded to the next higher \$1,000.

Any reduction in the amount of insurance will also apply to any insurance extended under the Waiver of Premium.

The reduction applicable to any scheduled amount will also be used to determine the amount of insurance for an **employee** when he first becomes eligible.

Terminal Illness
Disability Benefit:

The lesser of:

■ 50% of the employee's AMOUNT OF INSURANCE; or

\$100,000.

The above amount will be less any reductions that would occur within 12 months of the date the **employee** requests the TERMINAL ILLNESS DISABILITY BENEFIT.

The TERMINAL ILLNESS DISABILITY BENEFIT is payable only once during the **employee's** lifetime.

Waiver of Premium

Elimination Period: The **employee** must be continuously **disabled** for at least 120 days.

Cost Contribution: The **employer** pays the full cost of the insurance.

Termination of

Coverage: The earlier of the date the **employee** retires or turns 80.

GROUP OPTIONAL TERM LIFE INSURANCE BENEFIT SUMMARY

Overall

Participation An employee must be insured for Group Basic Term Life insurance in order for the

employee to become insured for this benefit. Requirements:

Eligible Class(es): Class 1

Amount of

Employee Amounts in \$10,000 units as applied for by the employee and approved by the

Insurance: Company.

Maximum Amount

of Employee

Insurance: \$250,000

Amount of

Dependent Insurance:

Spouse: Amounts in \$5,000 units as applied for by the employee and

approved by the Company.

Child: Amounts in \$2,000 units as applied for by the employee and

approved by the Company.

Maximum Amount of Dependent

\$250,000

Insurance:

Child: \$10,000

No-Evidence Maximum:

All initial, increased or additional amounts of Group Optional Term Life insurance for

any insured are subject to evidence of insurability.

Reduction: None

Terminal Illness Disability Benefit:

(Employee Only, if insured)

The lesser of:

Spouse:

50% of the employee's combined Optional and Life Insurance; or

\$100,000.

The Terminal Illness Disability Benefit is payable only once during the employee's

lifetime.

Waiver of Premium

Elimination Period: The **employee** must be continuously **disabled** for at least 120 days.

Cost Contribution: The employee pays the full cost of the insurance.

Termination of Coverage:

Where an employee is insured for Group Optional Term Life insurance:

Insurance for an **employee** will terminate on the earlier of the date the employee retires or turns 70.

Insurance for a spouse will terminate on the earlier of:

The date the **spouse** turns 70; or

The date the **employee** is no longer insured for Group Basic Term Life insurance under the policy.

Where an employee is not insured for Group Optional Term Life insurance:

Insurance for a **spouse** will terminate on the earlier of:

- The date the spouse turns 70; or
- The date the employee is no longer insured for Group Basic Term Life insurance under the policy.

Insurance for a child will terminate on the earlier of:

- The date the **child** ceases to be a **child** as defined in this policy;
- The date an incapacitated child turns 70; or
- The date the **employee** is no longer insured for Group Basic Term Life insurance under the policy.

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFIT SUMMARY

Eligible Class(es): Class 1

Principal Sum: \$50,000

Paralysis For **paralysis** (quadriplegia, paraplegia, or hemiplegia, as described in the benefit Limitation:

provision under Schedule of Specific Losses) sustained by the employee as a result of

any one accident, will not exceed \$1,000,000.

Reduction: When the employee turns 65 the principal sum will be reduced to 70% of the

principal sum in force immediately prior to age 65, rounded to the next higher \$1,000. When the **employee** turns 70 the principal sum will be reduced to 50% of the principal sum in force immediately prior to age 65, rounded to the next higher \$1,000. When the employee turns 75, the principal sum will be reduced to 30% of the principal sum in

force immediately prior to age 65, rounded to the next higher \$1,000.

Any reduction in the principal sum will also be applicable to any AD&D insurance

extended under the Waiver of Premium.

The reduction applicable to any scheduled principal sum will also be applied in the

determination of the principal sum for an **employee** when he first becomes eligible.

Other Standard Features:

NOTE: Please refer to the specific benefit provisions for exact details.

As described in the benefit provisions, benefits provided under this policy

include the following based on eligibility:

(also see Schedule of Specific Losses for various percentages of the Principal

Sum applicable to covered losses)

Other Standard Features: Included / Maximum:

Schedule of Specific Losses Yes

Day Care Benefit Payment will be equal to the lesser of:

5% of the employee's principal sum

per year; or

a maximum of \$5,000 per year.

The Day Care Benefit will be paid each year for 4 consecutive years. The maximum

benefit payable is \$20,000.

Education Benefit Payment will be equal to the lesser of:

5% of the employee's principal sum

per year; or

\$5,000 per year.

The Education Benefit will be paid each year for 4 consecutive years if the covered child remains enrolled as a full-time student.

Exposure and Disappearance Benefit

The employee's principal sum for Loss of

Life

of eligible expenses incurred)

Funeral Expense Benefit \$3,000

Home Alteration and Vehicle

Modification \$20,000

In-Hospital Indemnity Benefit \$12,000

Rehabilitative Physical Therapy

Benefit

Payment will be equal to the lesser of:

• 10% of the employee's principal sum or

\$10,000

Repatriation and Identification

Benefit

\$10,000

Seat Belt and Air Bag Benefit Seat belt - additional 10% of the employee's

principal sum and air bag - \$5,000

Spousal Retraining Benefit Up to \$10,000 (subject to submission of

proof of eligible expenses incurred)

Waiver of Premium Benefit

Waiver of Premium
 The employee must be continuously

Elimination Period: disabled for at least 120 days.

Cost Contribution: The **employer** pays the full cost of the insurance.

Termination of Coverage:

The earlier of the date the employee retires or turns 80.

GENERAL DEFINITIONS

The following definitions are used throughout the entire policy. Definitions that are specific to a particular benefit are listed in that benefit section.

NOTE: In this booklet reference to the masculine gender will be deemed to also include the feminine.

Active employment means you are:

- working for your employer on a permanent full-time basis in Canada for earnings that are paid regularly;
- performing the material and substantial duties of your regular occupation; and
- working or be scheduled to be working for at least the minimum number of hours per week each and every week* shown in the Group Insurance Benefit Summary - General.

*If the minimum number of hours worked is other than <u>each and every week</u>, we must be informed by your employer prior to the policy coming into effect. Otherwise we reserve the right to deny insurance to employees working on such a non-standard basis.

Normal vacation is considered active employment.

Your work site must be:

- your employer's usual place of business in Canada;
- an alternative work site in Canada at the direction of your employer, including your home in Canada; or
- a location to which your job requires you to temporarily travel and perform the material and substantial duties
 of your regular occupation.

Any work site outside of Canada must be pre-approved in writing by us.

Child or children means, if insured under this policy, a resident who is yours or your spouse's own natural offspring, lawfully adopted child, stepchild, or other child who is dependent on you for financial support.

A **child** must be:

- at least
 - (i) with respect to Group Dependent Life Insurance (if provided under this policy), live birth but not yet attained age 21; or
 - (ii) age 21 but not yet attained age 26 and be attending an accredited educational institution, college or university recognized by the Canada Revenue Agency on a full-time basis. Satisfactory proof of full-time student attendance must be submitted to **us**; and
- not married or in any other formal union recognized by law; and
- dependent on you for financial support.

A **child** insured under the policy, who is incapacitated due to a mental or physical disability on the date he reaches the age when he would otherwise cease to be an eligible **dependent**, will continue to be an eligible **dependent** under the policy.

A **child** is considered incapacitated if he is incapable of supporting himself or engaging in any substantially gainful activity, and is dependent on **you** for financial support, maintenance and care, within the terms of the Income Tax Act, due to a mental or physical disability.

We may require written proof of the child's condition as often as may reasonably be necessary.

Claimant means you or a beneficiary who has submitted a claim for benefits under the policy to us. Claimant will also include the legal representative of an insured who is incapacitated, incompetent or a minor.

Where allowed by law, the term will mean any person who submitted a claim for benefits under the policy to us.

Compassionate care leave of absence means a period of absence allowed by federal or provincial law for you to care for a family member (as defined in the law) who has a serious medical condition which has significant risk of death.

Crime includes any actions which would be an offence under the Criminal Code or the Controlled Drugs and Substances Act, whether or not the actions occurred in Canada.

Dependent means, if insured under this policy, a resident who is your spouse and a resident who is yours and/or your spouse's child.

Any **child** who is insured under the policy as an **employee** is not a **dependent**. When two **spouses** are both insured as **employees** under the policy, both may cover **children** for Dependent Term Life insurance (if insured under this policy).

Employee means a person who is:

- in active employment in Canada with the employer; and
- permanently domiciled in Canada and is a resident in Canada; and
- insured under a Canadian **provincial or territorial health care plan** (including any extension) of his province/territory of residence.

An employee is also deemed to include a partner, sole proprietor or a teacher, if insured under this policy.

Temporary and seasonal workers are excluded from insurance. No coverage will be extended to a person who is not an **employee** unless an exception is applied for and approved in writing by the Company.

Employer means the **policyholder**, and includes any division, subsidiary or affiliated company named in the Group Insurance Benefit Summary - General.

Evidence of insurability means a statement of a person's medical history which we will use to determine if the person is approved for insurance. In addition to the information the person supplies on the application or other required documentation, we may require other proof of the person's medical history which includes but is not limited to test results, medical examinations, and **physician** statements. We may also require that an insurability assessment be performed. **Evidence of insurability** must be provided at the person's own expense.

Full-time means a normal work schedule of at least the minimum number of hours per week each week as shown in the Group Insurance Benefit Summary - General for 52 weeks per year including paid vacation.

Grace period means the 31 days following the Premium Due Date during which premium and any applicable tax payment may be made. Insurance will continue in force during the grace period. If the full premium and tax due is not paid within the grace period, the policy will terminate for non-payment of premium at the end of the 31 days. The full premium and tax for the grace period will nevertheless be due and payable.

Hospital or institution means an accredited facility licenced to provide care and treatment for the condition causing the **disability**, loss, injury or sickness.

Insured means you, your spouse or child who is insured under the policy.

Late entrant means a person (including you) for whom you:

- apply for insurance after the person has been eligible for more than 31 days; or
- re-apply for insurance after that person's insurance had earlier been cancelled.

It also means **you**, after having previously waived benefits under the policy because **you** were covered for similar benefits under **your spouse's** plan:

- apply for insurance more than 31 days after your benefits terminated under your spouse's plan; or
- apply for insurance even though benefits under your spouse's plan have not terminated.

Layoff or **leave of absence** means **you** are, for non-medical reasons, temporarily absent from **active employment** for a period of time that has been agreed to in advance in writing by **your employer**.

Your normal vacation time, statutory leave or any period of disability is not considered a temporary layoff or leave of absence.

Legislation, plan or act means the original enactments of the legislation, plan or act and all amendments.

Maximum benefit means the maximum amount payable under the policy for a valid claim for a particular benefit.

Payable claim means a valid claim for which **we** are liable under the terms of the policy. The actual submission of a claim for benefits does not, in itself, constitute a **payable claim** under the policy. Each claim for benefits is adjudicated on an individual basis.

Physician means:

- a person who is licenced to practice medicine, to prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

The **physician** must be performing tasks that are within the limits of his medical licence. **We** will not recognize **you** or **your spouse**, **child**, parent or sibling as a **physician** for a claim that the **insured** submits to **us**.

Policyholder means the employer or legal entity to whom the policy is issued.

Pregnancy leave of absence or parental leave of absence means:

- a period of time no longer than federally or provincially required that is agreed to between you and your employer prior to the actual absence or as defined by your employer's pregnancy leave of absence policy and/or parental leave of absence policy;
- any period of formal pregnancy and/or parental leave you are entitled to under federal or provincial legislation governing your employer; or
- any period during which you receive pregnancy leave benefits, parental leave benefits, and pregnancy-related sickness benefits, or any combination of these benefits under the Employment Insurance Act or the Quebec Parental Insurance Plan.

For the purposes of **parental leave of absence**, a parent includes natural and adoptive parents, as well as the person in a relationship of some permanence with a natural or adoptive parent of the **child** who intends to treat the **child** as his own.

Provincial or territorial health care plan means the body of provincially/territorially enacted laws, as amended from time to time, governing provincial or territorial health insurance plans which provide health insurance to residents of Canada.

Resident means a person who:

- is legally entitled to be or to remain in Canada;
- makes his home in, and is ordinarily present in, a province or territory of Canada; and
- satisfies the requirements for Canadian provincial or territorial health care plan coverage.

Spouse means, if insured under the policy, a resident and:

- is legally married to **you**; or
- if you are not married, is a person whom you have publicly represented as your spouse and with whom you have resided continuously for at least 12 months in a conjugal-like relationship, civil union, adult interdependent relationship, or any other formal union defined and recognized by law and who is:
 - at least 18 years of age or of legal age to marry;
 - competent to contract; and
 - not related by blood closer than would legally bar marriage.

Only one **spouse** will be eligible for insurance under this policy, and will be as indicated by the **employee** on his application for insurance under this policy. Where this information is not contained on his application, the person who qualifies last under this policy's definition of **spouse** will be the eligible **spouse**.

Statutory Leave means any specified period of leave during which you are entitled to be absent from work in accordance with federal or provincial legislation, and it includes compassionate care leave of absence and pregnancy leave of absence or parental leave of absence.

Waiting period means the continuous period of time that you must be in active employment in an Eligible Class before you are eligible for insurance under the policy.

We, us, our or the Company means RBC Life Insurance Company.

You and your means a person who is eligible for RBC Insurance coverage.

GENERAL INFORMATION

Employee Eligibility

You are eligible for insurance under the policy if **you**:

- are a member of an Eligible Class of Employees defined in the Group Insurance Benefit Summary -General:
- have completed the applicable Waiting Period Under the Policy specified in the Group Insurance Benefit Summary - General;
- meet all other eligibility requirements as outlined in the GROUP INSURANCE BENEFIT SUMMARY GENERAL; and
- meet any eligibility requirements outlined in this section.

You must request insurance in writing by supplying the required enrolment information, such as but not limited to, employee census data or an enrolment card (if applicable) to us.

Employees of any corporation or other business formally associated or affiliated with the **employer** as a subsidiary or otherwise are eligible for insurance, provided that such an organization is on record with **us** as being eligible for insurance under the policy.

Dependent Eligibility

If insured under the policy, you will become eligible for dependent insurance on the later of:

- the date your insurance begins; or
- the date you first acquire a dependent.

You must submit a written application and evidence of insurability (if required) for the dependent insurance.

Each additional **dependent** will become insured on the date the **dependent** becomes eligible for insurance.

In no event will **your dependent** be insured before **you** are insured.

When Insurance Begins

Your insurance (subject to premium payment) begins at 12:01 a.m. on the latest of:

- the date **you** become eligible for the insurance, if **you** applied for insurance on or before that date;
- the date we receive enrolment/application information for your insurance; or
- the date we approve your evidence of insurability, if required.

Absent When Insurance Would Normally Begin: Leave of Absence, Temporary Layoff, Strike, Lockout

If, on the date insurance would normally begin, you are absent from active employment due to leave of absence, temporary layoff or lawful strike or lockout, and you return to active employment within 6 months of the date insurance would normally begin, your insurance will begin on the date you return to active employment. However, if you return to active employment more than 6 months after your insurance would normally begin, your insurance will begin after you have again been in active employment for a period equal to your WAITING PERIOD UNDER THE POLICY.

Absent When Insurance Would Normally Begin: Statutory Leave

If, on the date insurance would normally begin, you are absent from active employment due to statutory leave, your insurance will still begin if you have decided to maintain insurance and if premiums are paid during your statutory leave. You may maintain insurance until 31 days after the date that your statutory leave ended. If you do not return to active employment within 31 days after the date that your statutory leave ended, your insurance will end.

However, if you have decided not to maintain insurance during your statutory leave, your insurance will begin on the date you return to active employment, provided that you return to active employment within 31 days of the date that your statutory leave ended.

Absent When Insurance Would Normally Begin: Sickness or Injury

If, on the date insurance would normally begin, you are absent from active employment due to sickness or injury, then:

- you may be enrolled for Group Basic Term Life Insurance, subject to the Continuity of Coverage provision;
- you and your dependents may be enrolled for Group Optional Term Life Insurance, subject to the Continuity of Coverage provision;
- you may be enrolled for Group Accidental Death and Dismemberment Insurance, subject to the Continuity of Coverage provision;

If your insurance is subject to evidence of insurability, you will be deemed to be a late entrant if we approve any evidence of insurability previously submitted by you but you do not return to active employment within the time required by our guidelines in effect on the date we approved the evidence of insurability. In such event, we reserve the right to require you to resubmit current evidence of insurability.

If a **dependent** (if insured under this policy) is hospitalized on the date insurance (initial, additional or any increase) would normally begin, the **dependent's** insurance or any additional or increase in insurance for that **dependent** will begin on the date he is discharged from hospital. This is not applicable to a newborn **child**.

Late Entrants

We reserve the right to deem you a late entrant if you were absent from active employment on the date your coverage would normally begin as specified in the sections above.

All premiums and applicable tax payments are due and payable as of **your** effective date of insurance.

Changes In Insurance

Changes in the amount of insurance or benefits may occur as the result of an employment status change, the addition of a benefit or a change to a benefit. Any resulting changes take effect on the date of the change in status or benefits.

The following exceptions apply if the result of the change is an increase in insurance:

- if evidence of insurability is required, the increase cannot take effect before we approve the evidence of insurability; and/or
- if you are not in active employment when the change occurs or when we approve the evidence of insurability, the increase will not take effect until you return to active employment.

If you are not in active employment due to injury, sickness, temporary layoff or leave of absence, or lawful strike or lockout, any increased or additional insurance will take effect the later of:

- the date **vou** return to **active employment**; or
- the date we approve your evidence of insurability form, if evidence of insurability is required.

Any decrease in insurance will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

Evidence Of Insurability

We require evidence of insurability when you:

- are a late entrant:
- are eligible and apply for insurance or an increase in insurance above any no-evidence maximum;
- voluntarily cancelled insurance and are re-applying for insurance; or
- were previously eligible for insurance but waived coverage under the policy but is now applying for the insurance.

If such benefits are insured under the policy, we also require evidence of insurability when you:

- apply for any Group Optional Term Life insurance coverage, (initial, increased or additional) for your dependents;
- make written application for dependent insurance (Group Basic Term Life, Group Optional Term Life) more than
 31 days after the date the dependent becomes eligible;
- voluntarily cancel the Group Basic Term Life insurance for **your dependent** while **your dependent** remains eligible for the insurance, and then reapply for the insurance at a later date; or
- waive the Group Basic Term Life insurance for your eligible dependent and then apply for the insurance at a later date.

When Your Insurance Ends

Your insurance ends on the earliest of the following dates:

- the date your active employment ends;
- the date **you** are no longer in **active employment** except as set out in the continued insurance provisions for:
 - Leave of Absence, Temporary Layoff, Strike or Lockout;
 - Statutory Leave;
 - Sickness or Injury;
- the date **you** are no longer in an Eligible Class;
- the date you no longer meet the eligibility requirements as specified in the Group Insurance Benefit Summary -General:
- the end of the period for which premiums have been paid to us for your insurance; or
- the date the policy ends.

However, the ending of **your** insurance will not prevent a **payable claim** for:

- your death or other loss that is caused by an accident that occurred before the end of your insurance; or
- your disability that commenced before the end of your insurance.

Any benefit may end on an earlier or later date as specified in the applicable BENEFIT SUMMARY.

<u>Continued Insurance</u> - Leave of Absence, Temporary Layoff, Strike or Lockout

Once your insurance begins, if you cease to be in active employment due to a leave of absence, temporary layoff, strike or lockout, your Group Short Term Disability Insurance (if provided under this policy) and Group Long Term Disability Insurance (if provided under this policy) may be continued on a premium paying basis for up to 90 days after your leave of absence, temporary layoff, strike or lockout begins, and your other insurance may be continued on a premium paying basis for up to 180 days after your leave of absence, temporary layoff, strike or lockout begins.

Continued Insurance – Statutory Leave

Once your insurance begins, if you cease to be in active employment due to a statutory leave, you may continue all insurance on a premium paying basis for the duration of the statutory leave. If you do not continue your insurance on a premium paying basis, your insurance will end.

If your insurance ends because you do not continue your insurance on a premium paying basis during your statutory leave, your insurance may begin again on the date you return to active employment if you return to active employment within 31 days of the date that your statutory leave ended. However, you will be treated as a new employee for the purposes of the Pre-Existing Condition Limitation (if any), and your previous service while in an ELIGIBLE CLASS will not be credited toward the Pre-Existing Condition Limitation. If you return to active employment more than 31 days after the date that your statutory leave ended, you will be treated as a new employee and will be subject to all requirements applicable to new employees.

If you have continued insurance on a premium paying basis during your statutory leave, you must return to active employment within 31 days of the date that your statutory leave ended in order for insurance to continue. If you do not return to active employment within 31 days of the date that your statutory leave ended, your insurance will end.

Continued Insurance - Sickness or Injury

Once insurance begins, if **you** cease to be in **active employment** due to sickness or injury, the following provisions will apply to **your** insurance:

Your Basic Life Insurance, Optional Life Insurance, and Accidental Death & Dismemberment Insurance (if provided under this policy) may be continued on a premium paying basis until the date your employer terminates your employment. You may also submit a claim for Waiver of Premium. If we approve your claim, your Basic Life Insurance, Optional Life Insurance, and Accidental Death & Dismemberment Insurance will be continued as described in the Waiver of Premium provisions.

Your Short Term Disability Insurance and Long Term Disability Insurance (if provided under this policy) may be continued on a premium paying basis for a period of time that is equal to the longer of:

- the length of the Maximum Period of Payment for your Short Term Disability Insurance; or
- the length of the elimination period for your Long Term Disability Insurance.

If **you** become **disabled** after the date **your** Short Term Disability Insurance and Long Term Disability Insurance end, no benefits will be payable. **We** will refund any premiums that were paid for **your** Short Term Disability Insurance or Group Long Term Disability Insurance after the date **your** insurance ended.

If you submit a claim under your Long Term Disability Insurance and we approve your claim, your Long Term Disability Insurance will be continued as described in the Waiver of Premium provision.

A type of insurance may be continued only if that type of insurance is identified in the BENEFIT SUMMARY

Employment / Labour Standards Extension Of Insurance

All of your insurance under the policy will terminate when your employment terminates. However, if your employer has terminated your employment and your employer is required to extend insurance coverage or benefits to you during a termination notice period prescribed by any federal or provincial employment or labour standards legislation, the insurance under the policy may be extended for such period. In order to extend insurance under the policy beyond such period, your employer must request the continuation of insurance in writing and advise us of the date to which the insurance must be continued and continue to remit the required premium. Your insurance will not extend beyond the date that the policy terminates.

Return to Active Employment After Insurance Ends

If your insurance ends and you return to active employment, your insurance may begin again on the date you return to active employment if:

- you return to active employment within 180 days after the date your insurance ended; and
- you had already completed your Waiting Period Under the Policy before your insurance ended.

Your previous service while in an Eligible Class will be credited toward the Pre-Existing Condition Limitation (if any). All other policy provisions will apply.

The amounts of your insurance will be determined by your earnings and Eligible Class at the time that your insurance begins again. If your earnings at the time your insurance begins again are lower than your earnings were at the time your insurance ended, the amounts of your insurance coverage will relate to your lower earnings. However, if your earnings at the time your insurance begins again are greater than your earnings were at the time your insurance ended, the amounts of your insurance coverage may be subject to evidence of insurability, if we require it.

If your insurance ends and you return to active employment, you will be treated as a new employee and will be subject to all requirements applicable to new employees if:

- you return to active employment more than 180 days after the date your insurance ended; or
- you had not completed your Waiting Period Under the Policy before your insurance ended.

If your insurance ends because you do not continue your insurance during a statutory leave, the provisions regarding continued insurance during a statutory leave will apply instead of this section.

Fraud

It is a crime if **you** and/or **your employer** defrauds or deceives **us**, or knowingly provides any false information to the Company. This includes knowingly filing a claim that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of a claim, and are subject to prosecution and punishment to the full extent of the law. The Company reserves the right to deny coverage to any **employee** who presents a fraudulent claim. **We** will pursue appropriate legal remedies in the event of fraud.

Incontestability:

Any person required to provide **evidence of insurability** shall disclose, within the **evidence of insurability**, every known fact that is material to the insurance applied for. If such person misrepresents or fails to disclose any such fact, the insurance in respect of such person will be voidable by **us**. However, where the insurance in respect of such person has been in effect continuously for two years, such insurance will not, except in the case of fraud, be voidable by **us** on the basis of the misrepresentation or failure to disclose.

Except for fraud, no statements made by **your employer** or by **you** at the time of the application for the policy will be used in defence of a claim under the policy unless it is contained in a written application or any other written documentation to secure insurance.

Receiving And Releasing Data:

We will comply with all relevant legislation protecting personal information. Any person claiming benefits under the policy must give **us** all necessary information and authorization needed for underwriting, administering and paying claims.

Where allowed by law, on written request, **we** will provide **you** (or a **claimant** - to the extent that information is relevant to a claim or denial of a claim) with a copy of **your** application for insurance and any record or written document that **you** provided under the group policy as **evidence of insurability**. A reasonable fee will be charged for each copy after the first if more than one copy of each document is requested.

Where allowed by law, on written request and with reasonable notice, we will provide you (or to a claimant as specified above) with, or allow to be examined, a copy of the group policy. A reasonable fee will be charged for each copy after the first if more than one copy of the group policy is requested.

You or a claimant will not be provided with any information contained in any document about any individual (other than yourself or the claimant) insured under the group policy.

Limitation Of Legal Action:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in:

- the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia);
- the Insurance Act (for actions or proceedings governed by the laws of Manitoba);
- the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario);
- the Quebec civil Code (for actions or proceedings governed by the laws of Quebec);
- other applicable legislation; or
- the time period set out below, whichever is later.

A legal action for money payable in the event of a person's death may not be commenced against **us** after the later of

- 1. 2 years after proof of claim has been provided; or
- 2. 6 years after the date of the death.

A legal action for payments under the Short Term Disability, Long Term Disability provisions, if such benefits are insured under the policy, may not be commenced against **us**

- 1. more than 2 years after the date that the first payment became due, if we made no payments; or
- 2. more than 2 years after the date the next payment would have become due, if **we** began making payments and then stopped.

A legal action for money payable for a loss other than death, Short Term Disability, Long Term Disability, if such benefits are insured under the policy, may not be commenced against **us**

- 1. less than 60 days after the date that the money became payable or would have become payable if it had been a valid claim; or
- 2. more than 2 years after the date the money became payable or would have become payable if it had been a valid claim.

CLAIMS INFORMATION

We encourage you or your beneficiary (if applicable) to notify us of any claim as soon as possible, so that a claim decision can be made in a timely manner.

Claims Adjudication:

RBC Life Insurance Company will adjudicate all claims for benefits under the policy.

Requesting A Claim Form:

The claim form is available from **your employer**, or the **claimant** can request a claim form from **us**. If the **claimant** does not receive the claim form from **us** within 15 days of his request, he should send **us** written proof of claim without waiting for the form.

Written Notice Of Claim:

STD or LTD: (if insured under the policy)

Written notice of a Short Term Disability or Long Term Disability claim should be sent to **us** within 30 days after the date the **disability** begins.

LIFE or AD&D: (if insured under the policy)

Written notice of a Life or AD&D claim should be sent to us within 30 days after the date the loss or death occurs.

LIFE or AD&D Waiver Of Premium: (if insured under the policy)

Written notice of a Waiver of Premium claim for Life (Basic and Optional) or AD&D should be sent to **us** within 12 months after the date the **disability** begins.

Written Proof Of Claim:

LIFE or AD&D Waiver Of Premium: (if insured under the policy)

For a Life or AD&D Waiver of Premium claim, **you** must send **us** first written proof of claim between the end of the Waiver of Premium Elimination Period as shown in the applicable Benefit Summary and the 365th day after the date the **disability** begins. If it is not possible to give proof of claim within such time period, it must be given no later than 1 year after the **disability** begins, except in the absence of legal capacity.

STD or LTD: (if insured under the policy)

For a Short Term Disability or Long Term Disability claim, **you** must send **us** written proof of claim no later than 90 days after the date the **disability** begins. If it is not possible to give proof of claim within 90 days, it must be given no later than 1 year after the **disability** begins, except in the absence of legal capacity.

LIFE or AD&D: (if insured under the policy)

For a Life or AD&D claim, the **claimant** must send **us** written proof of claim no later than 90 days after the date the **loss** or death occurs. If it is not possible to give proof of claim within 90 days, it must be given no later than 1 year after the **loss** or death occurs, except in the absence of legal capacity.

Cost Of Proof Of Claim:

Costs incurred for proof of claim will be at **your** own expense.

Proof Of Continuing Disability:

Under a Short Term Disability or Long Term Disability claim (if insured under the policy), we may request that you send proof of continuing disability and proof that you are under appropriate care. This proof must be received within 30 days of a request by us.

Additional Information:

We may require the **claimant** to provide appropriate consent to obtain additional medical information and to provide non-medical information as part of the **claimant's** proof of claim or proof of continuing **disability**.

If the appropriate information is not submitted, we may not be able to properly adjudicate the claim and may deny the claim or stop sending payments.

Type Of Claim Information Required:

Depending on the type of claim being submitted, the type of information that we will require from the claimant may include, but is not limited to:

- proof the claimant is or was under appropriate care;
- appropriate documentation of earnings;
- appropriate documentation of the covered charge actually being incurred by an insured;
- the cause of **disability**, **loss**, or death;
- the date of disability, loss, death, or covered charge incurred;
- proof of death;
- the extent of **disability** or **loss**, including restrictions and limitations; and
- the name and address of any **hospital** or institution where treatment is received, including the names of all attending **physicians**.

Proof Of Age:

We may require proof of age for each insured.

If the appropriate information is not submitted, we may not be able to properly adjudicate the claim and may deny the claim or stop sending payments.

If an incorrect age is given, we may adjust benefits and premiums based on the true age.

Return To Work Notification:

Under a Short Term Disability or Long Term Disability claim (if insured under the policy), **you** must immediately notify **us** when **you** return to work in any capacity.

We Reserve The Right To Deny Claim Payment:

We reserve the further right to deny any claim if premiums were not paid in respect of the claimant.

Overpayment Of A Claim

We have the right to recover any overpayments due to issues such as, but not limited to:

- fraud:
- negligence on the part of your employer or claimant or any agent thereof;
- any error we make in processing a claim;
- your receipt of benefit offsets; and

 any claim paid during the grace period and the policy or benefit subsequently terminates for non-payment of premium.

The claimant must reimburse us in full. We will determine the method by which the repayment is to be made. We may reduce or suspend payments which would otherwise be made to the claimant in order to recover the overpayment.

We will not recover more money than the amount paid to the claimant.

GROUP BASIC TERM LIFE INSURANCE BENEFIT

If you die while insured, we will pay to your beneficiary your amount of insurance as shown in the Group Basic Term Life Benefit Summary, less any amount already paid under the Terminal Illness Disability Benefit.

Benefit Specific Definitions:

The following definitions are applicable to this benefit in addition to certain definitions under the GENERAL DEFINITIONS section of this booklet.

Appropriate care means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat his condition(s) causing disability; and
- you are receiving and complying with the most appropriate treatment and care, which conforms with generally accepted medical standards, for your condition(s) causing disability by a physician whose specialty and experience is the most appropriate for the condition(s) causing disability according to generally accepted medical standards.

Appropriate care must not be limited solely to examinations or testing. Where, according to generally accepted medical standards, the appropriate form of treatment for your condition(s) causing disability is surgery, hospitalization, in-patient treatment, hospital day treatment, or individual or group addiction support therapy, you must comply with such form of treatment.

Beneficiary means the person or persons designated by **you** in writing to receive **your** Group **Employee** Basic Term Life insurance upon **your** death.

You are considered to be the **beneficiary** of any Group **Dependent** Basic Term Life insurance (if included) under the policy.

Disability and disabled means you:

- are unable to perform the material and substantial duties of your regular occupation due to your sickness or injury; and
- are not working in any occupation.

After 24 months of Waiver of Premium, disability and disabled means that due to the same sickness or injury, vou:

- are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience; and
- are not working in any occupation.

You must be under appropriate care in order to be considered disabled. Your disability must commence while you are insured under the policy.

The unavailability of employment in an occupation does not, in itself, constitute **disability**.

The loss of a professional or occupational licence or certification does not, in itself, constitute disability.

Gainful occupation has the meaning as set out in SPECIFIC GROUP LTD DEFINITIONS, if Group LTD insurance is provided under the policy.

If Group LTD Insurance is <u>not</u> provided under this policy, means an occupation that provides or can be expected to provide **you** with an income that exceeds 60% of **your annual earnings** within 12 months of **your** return to work.

Injury means a bodily injury that is the direct result of an accident and not related to any other cause.

Material and substantial duties means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, we will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

No-evidence maximum means the amount of insurance **you** may obtain without providing **evidence of insurability**. The **no-evidence maximum**, until further written notice, is shown in the GROUP BASIC TERM LIFE INSURANCE – EMPLOYEE - BENEFIT SUMMARY. On any Policy Anniversary the Company may establish a new **no-evidence maximum**.

Previous group policy means a policy of group insurance issued to the **employer** by another insurance company or by the Company which provided group basic term life insurance to the same group, or part of the group, insured under the policy, and which terminated less than 31 days before this policy became effective.

Recurrent disability means a period of disability which is:

- caused by a worsening in your condition(s); and
- due to the same condition(s) as your prior period of disability for which premiums were waived.

Regular occupation means the occupation you are routinely performing when your disability begins. We will look at your occupation as it is normally performed in Canada, instead of how the work tasks are performed for a specific employer or at a specific location.

Retirement date means the first of the following to occur:

- the effective date of **your** retirement benefits under:
 - any plan of a federal, a provincial, a municipal or an association retirement system for which you are eligible
 as a result of employment with your employer;
 - any plan your employer sponsors; or
 - any plan for which your employer:
 - makes contributions; or
 - has made contributions.

or

the effective date of your retirement benefits under the Canada Pension Plan/Quebec Pension Plan or any similar plan or act.

But if you are in active employment and receiving retirement benefits under the Canada Pension Plan/Quebec Pension Plan or any similar plan or act you will not be considered retired.

Sickness means an illness or disease.

Beneficiary

Designating

Your beneficiary will be as designated by you, subject to applicable law. If no beneficiary has been designated, payment will be made to your estate. If a designated beneficiary disclaims his right to receive insurance money or is disentitled by law to receive insurance money and there is no other designated beneficiary, payment will be made to your estate.

You may designate a beneficiary in writing, on a form acceptable to us that is signed by you. The beneficiary designation must be signed by you and filed with your employer. The beneficiary designation will take effect on the date it is filed with your employer.

NOTE: If **your employer** has requested, **we** will maintain **your** current **beneficiary** designations as specified on the prior carrier's enrollment cards at the time the policy was transferred.

The **beneficiary** designation listed on **your** prior carrier's enrollment card will be used by **us** in order to pay benefits under the policy unless **you** specifically request a change of **beneficiary** under the policy.

It is strongly suggested that **you** review the existing designation to ensure it reflects **your** current intentions.

Changing or revoking a beneficiary

You may change or revoke a **beneficiary** designation, in writing, on a form acceptable to **us**. The change to or revocation of the **beneficiary** designation must be signed by **you** and filed with **your** employer. The change to or revocation of the **beneficiary** designation will take effect on the date it is filed with **your** employer. We may pay insurance money in accordance with the **beneficiary** designation that **your** employer provides to **us**. If we pay insurance money before receiving a change to or revocation of the **beneficiary** designation, we shall be fully discharged for the amount of insurance money paid in accordance with the previous **beneficiary** designation.

The consent of the **beneficiary** will not be required to change any **beneficiary** unless the **beneficiary** is an irrevocable **beneficiary**, as defined by provincial law.

Payment for loss of dependent life

Amounts of insurance for a **dependent's** loss of life (if insured under this benefit) are payable in one lump sum to **you**. Any such amounts unpaid at **your** death will be payable to **your** estate.

Payment to a beneficiary

If more than one **beneficiary** is designated on the same form and **you** do not designate their order of rights, the **beneficiaries** will share equally.

If more than one **beneficiary** is designated on the same form and a **beneficiary** predeceases **you**, then unless the **beneficiary** designation states otherwise, the share of a deceased **beneficiary** will be paid to the surviving **beneficiary**, or, if more than one, to the surviving **beneficiaries** in equal shares.

If any **beneficiary** is a minor and there is no other person capable of giving proper discharge, **we** reserve the right to pay the death payment to the relevant provincial trustee for the benefit of the minor or to a legal representative of the minor **beneficiary** living in another jurisdiction. If **we** pay benefits in good faith to such person or trustee, **we** will be fully discharged to the extent of the payment.

In the event of the simultaneous death of you and the named beneficiary, the death benefit will be paid as if the beneficiary predeceased you.

Payment Of Discretionary Amounts

If the person to whom any amount of insurance is payable is not able to give a valid discharge, we may pay up to \$10,000 (subject to the maximum applicable amount of insurance) to any person or institution we consider appropriate, such as but not limited to, a living relative of that person or any person or institution incurring expenses for the care or maintenance of that person. As long as this payment is made in good faith, we will be fully discharged to the extent of the payment.

Optional Modes Of Settlement

Unless otherwise elected, payment for loss of life will be made in one lump sum.

You may elect to have all or any part of your benefits for loss of life paid under any other option offered by us. If you have not made such election, the beneficiary, after your death, may do so. At the death of any payee receiving installment payments, the remaining balance of the benefits with any accumulated interest will be paid in one sum to the payee's estate.

Medical Examinations And Autopsy

At **our** own expense and discretion, **we** will have the right and opportunity to have an **insured**, whose claim is pending, examined by a **physician** of its choice. This right may be used as often as reasonably required.

We will also have the right and opportunity, in case of death, to request an autopsy where not prohibited by law.

Continuity of Coverage

If you are employed by your employer and are not in active employment on the Policy Effective Date due to sickness or injury, you are still eligible to be enrolled for Group Basic Term Life Insurance under the policy if:

- you were properly insured for basic term life insurance under a previous group policy when that previous group policy terminated;
- your insurance under that previous group policy terminated solely because of the termination of that previous group policy; and
- you would be otherwise eligible under this policy if you were in active employment.

Continuity of Coverage Limitation

Premiums must be paid if **you** are enrolled under this Continuity of Coverage provision, and premiums will not be waived during:

- any period of disability which commenced prior to the Policy Effective Date; or
- any periods of disability, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the previous group policy.

Subject to a change in Quebec law, premiums must be paid for a person who is resident in the province of Quebec and who is enrolled under this Continuity of Coverage provision and premiums will not be waived during:

- any period of disability which commenced prior to the Policy Effective Date, unless the disability was not reported to the insurer of the previous group policy until more than 180 days after the Policy Effective Date; or
- any periods of disability, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the previous group policy, unless the person has been in active employment under this policy for at least 30 days.

No amount will be payable under this policy for a death if the death occurs while premiums are being waived under, or should have been waived under, the **previous group policy**.

Waiver Of Premium

If you become disabled (while insured under the policy) before retirement or age 65, whichever is earlier, we will continue your life insurance as long as you are disabled. This continued insurance is subject to the terms of the policy which were in effect on the date you became disabled, including reductions and terminations.

Disability must be continuous for an uninterrupted period equal to the Waiver of Premium Elimination Period as shown in the Group Basic Term Life BENEFIT SUMMARY. Premium payments must be continued during this period.

Once **your** Waiver of Premium claim has been approved, this insurance will continue without payment of premiums until the earliest of the following:

- the date you turn 65;
- the date you cease to be disabled as defined;
- the date you retire;
- the date you fail to give us proof of your continued disability; or
- the date you refuse to be examined as required.

Premium payment for any **dependent** insurance, if insured under the benefit, (which is considered to be **your** insurance) will also be waived when **your** premium payments are waived.

Recurrent Disability within 180 days

If, after a period of **disability** for which premiums have been waived, and **you** experience a **recurrent disability**, the Company will treat this **recurrent disability** as a continuation of **your** previous period of **disability** and a new Waiver of Premium Elimination Period will not have to be completed if:

- you return to continuous active employment for the period between the last date for which premiums were waived under your prior claim and the commencement of the recurrent disability;
- you were continuously insured between the last date for which premiums were waived under your prior claim and the commencement of the recurrent disability;
- your recurrent disability commences within 180 days from the last date for which premiums were waived under your prior claim.

Recurrent Disability if more Than 180 days

Your recurrent disability will not be considered to be a continuation of a prior period of disability if the recurrent disability commences more than 180 days after the last date for which premiums were waived under your prior claim. In such case, the recurrent disability will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the Waiver of Premium Elimination Period, in force at the commencement of the new claim.

If your recurrent disability is considered to be a continuation of a prior period of disability, your recurrent disability will be subject to the same policy terms as your prior claim. The commencement date of the recurrent disability will be deemed to be the original date of disability from the prior period(s) of disability.

Terminal Illness Disability Benefit:

We will pay a Terminal Illness Disability Benefit to **you** if **you** are less than 64 years of age, become **disabled** and have a life expectancy of 12 months or less due to a terminal illness.

In order to be considered for the Terminal Illness Disability Benefit, **you** must:

- be less than 64 years of age;
- be approved by us for Waiver of Premium;
- request this benefit, in writing, on a form acceptable to us; and
- submit to us written certification from a physician, that you:
 - are disabled;
 - are terminally ill; and
 - have a medical prognosis of 12 months or less to live.

The amount of the Terminal Illness Disability Benefit will be the lesser of:

- 50% of the amount of insurance on your life; and
- **\$100,000**.

We will pay the Terminal Illness Disability Benefit to you in one lump sum. The Terminal Illness Disability Benefit is payable only once during your lifetime.

After a Terminal Illness Disability Benefit has been paid to **you**, the amount of insurance on **your** life will be reduced by the amount of the payment. The remaining amount of insurance on **your** life will be paid according to the terms of the policy, subject to any reduction or termination provision. Any amount that **you** could otherwise convert under the Conversion Privilege will also be reduced by the amount of the Terminal Illness Disability Benefit payment.

The Terminal Illness Disability Benefit payment is not available to **you** if **you** would be otherwise required by law to use this benefit to meet the claims of creditors, whether in bankruptcy, bankruptcy protection or otherwise.

Any payment made under this benefit will fully discharge **our** liability to the extent of the amount paid.

Conversion

You are entitled to obtain an individual life insurance policy without evidence of insurability if you meet the following conditions:

- All or part of your Group Basic Term Life insurance under the policy terminates prior to the earlier of retirement or the date you turn 65. This includes reductions or terminations of coverage which become effective at specified ages or on retirement which are specified in the policy. In addition, your death prior to age 65 will be considered termination of the Group Dependent Basic Term Life insurance amount and conversion of your spouse's insurance will be allowed within 31 days of your death.
- All of the Group Basic Term Life insurance for you under the policy terminates because you turn 65 while your premiums are being waived under the Waiver of Premium provision.

You must apply for the individual policy in writing and pay the first premium within 31 days after the insurance terminates. In the case of insurance for your dependent, either you or your spouse may apply for conversion of a spouse's insurance.

Exception

The Conversion Privilege is not available if insurance terminates because **you** and/or **your employer** stop making required premium contributions.

Policy Form

The individual policy may be in any one of **our** then standard life insurance conversion forms. Term insurance is only available in the following forms:

- a non-convertible term insurance policy to age 65; or
- a 1 year non-renewable term insurance policy. This type of policy can be converted to any other form of conversion policy being offered, without evidence of insurability, if the change is made before the end of the 1year term.

No disability or accidental death benefit will be offered with the individual policy.

Premium

The premium for the individual policy will be based on the person's age, sex, and class of risk, and on the type and amount of policy being issued.

Maximum individual policy amount (other than for a resident in Quebec)

If you reside outside of Quebec, the amount of the individual policy will not exceed the lesser of:

- the amount of terminated insurance less the amount of any group term life insurance for which you or your spouse becomes eliqible within the 31 days allowed for conversion; or
- **\$200,000.**

This amount is **yours**, or the **spouse's**, combined maximum that can be converted under all group life policies issued to **your employer** by **us**.

An individual can convert less than the maximum individual policy amount but cannot convert an amount less than the minimum amount then issued by **us** for the type of policy chosen.

Maximum individual policy amount for a resident in Quebec

If you reside in Quebec, the amount of the individual policy will be:

1. <u>If you alone are converting:</u>

the amount must be at least \$10,000 and cannot exceed the lesser of all amounts of **your** group life coverages on the date of conversion or \$400,000.

2. <u>If you alone are converting, and you have been insured under the policy for at least 5 years, the master policy is now terminating and not being replaced or is being replaced but with a lesser amount of insurance:</u>

the amount must be at least \$10,000 or 25% of the amount of **your** life insurance on the date the master policy terminates, whichever is greater.

3. If your dependent is converting:

the amount must be at least \$5,000, without exceeding the amount of insurance in force on the **dependent's** life under the policy on the date of conversion.

This amount is the maximum that can be converted under all group life policies issued to your employer by us.

An individual can convert less than the maximum individual policy amount but cannot convert an amount less than the minimum amount then issued by **us** for the type of policy chosen.

Conversion policy effective date

The individual policy will take effect at the end of the 31 days allowed for conversion.

Death during the conversion period

If an individual dies within the 31 days allowed for conversion, the total amount of terminated or reduced Group Basic Term Life insurance that the individual was entitled to convert is payable under the policy's Group Basic Term Life insurance benefit as if the death occurred while the Group Basic Term Life insurance benefit was still in force.

Cancellation:

If you are approved for the policy's Group Basic Term Life insurance Waiver of Premium benefit after you or your dependent have been issued an individual life insurance conversion policy, the individual policies will be cancelled and the premiums paid on the individual policies refunded to you.

GROUP OPTIONAL TERM LIFE INSURANCE BENEFIT

If an **insured** dies while he is insured under the policy, **we** will pay to the **insured's beneficiary** the amount of insurance for the **insured** as shown in the Group Optional Term Life Benefit Summary, less any amount already paid under the Terminal Illness Disability Benefit.

Benefit Specific Definitions:

The same Benefit Specific Definitions used under GROUP BASIC TERM INSURANCE BENEFIT – **EMPLOYEE** will also be used in this benefit (except as specified below) , in addition to certain definitions under the GENERAL DEFINITIONS section of this booklet.

Beneficiary means the person or persons designated by **you** in writing to receive **your** Group **Employee** Optional Term Life insurance upon **your** death.

You are considered to be the **beneficiary** of any Group **Dependent** Optional Term Life insurance (if included) under the policy.

Beneficiary

Designating

Your beneficiary will be as designated by **you**, subject to applicable law. If no **beneficiary** has been designated, payment will be made to **your** estate. If a designated **beneficiary** disclaims his right to receive insurance money or is disentitled by law to receive insurance money and there is no other designated **beneficiary**, payment will be made to **your** estate.

You may designate a beneficiary in writing, on a form acceptable to us that is signed by you. The beneficiary designation must be signed by you and filed with your employer. The beneficiary designation will take effect on the date it is filed with your employer.

NOTE: If **your employer** has requested, **we** will maintain **your** current **beneficiary** designations as specified on the prior carrier's enrollment cards at the time the policy was transferred.

The **beneficiary** designation listed on **your** prior carrier's enrollment card will be used by **us** in order to pay benefits under the policy unless **you** specifically request a change of **beneficiary** under the policy.

It is strongly suggested that **you** review the existing designation to ensure it reflects **your** current intentions.

Changing or revoking a beneficiary

You may change or revoke a **beneficiary** designation, in writing, on a form acceptable to **us**. The change to or revocation of the **beneficiary** designation must be signed by **you** and filed with **your employer**. The change to or revocation of the **beneficiary** designation will take effect on the date it is filed with **your employer**. We may pay insurance money in accordance with the **beneficiary** designation that **your employer** provides to **us**. If we pay insurance money before receiving a change to or revocation of the **beneficiary** designation, we shall be fully discharged for the amount of insurance money paid in accordance with the previous **beneficiary** designation.

The consent of the **beneficiary** will not be required to change any **beneficiary** unless the **beneficiary** is an irrevocable **beneficiary**, as defined by provincial law.

Payment for loss of dependent life

Amounts of insurance for a **dependent's** loss of life (if insured under this benefit) are payable in one lump sum to **you**. Any such amounts unpaid at **your** death will be payable to **your** estate.

Payment to a beneficiary

If more than one **beneficiary** is designated on the same form and **you** do not designate their order of rights, the **beneficiaries** will share equally.

If more than one **beneficiary** is designated on the same form and a **beneficiary** predeceases **you**, then unless the **beneficiary** designation states otherwise, the share of a deceased **beneficiary** will be paid to the surviving **beneficiary**, or, if more than one, to the surviving **beneficiaries** in equal shares.

If any **beneficiary** is a minor and there is no other person capable of giving proper discharge, **we** reserve the right to pay the death payment to the relevant provincial trustee for the benefit of the minor or to a legal representative of the minor **beneficiary** living in another jurisdiction. If **we** pay benefits in good faith to such person or trustee, **we** will be fully discharged to the extent of the payment.

In the event of the simultaneous death of you and the named beneficiary, the death benefit will be paid as if the beneficiary predeceased you.

Payment Of Discretionary Amounts

If the person to whom any amount of insurance is payable is not able to give a valid discharge, we may pay up to \$10,000 (subject to the maximum applicable amount of insurance) to any person or institution we consider appropriate, such as but not limited to, a living relative of that person or any person or institution incurring expenses for the care or maintenance of that person. As long as this payment is made in good faith, we will be fully discharged to the extent of the payment.

Optional Modes Of Settlement

Unless otherwise elected, payment for loss of life will be made in one lump sum.

You may elect to have all or any part of your benefits for loss of life paid under any other option offered by us. If you have not made such election, the beneficiary, after your death, may do so. At the death of any payee receiving installment payments, the remaining balance of the benefits with any accumulated interest will be paid in one sum to the payee's estate.

Medical Examinations And Autopsy

At **our** own expense and discretion, **we** will have the right and opportunity to have an **insured**, whose claim is pending, examined by a **physician** of its choice. This right may be used as often as reasonably required.

We will also have the right and opportunity, in case of death, to request an autopsy where not prohibited by law.

Continuity of Coverage

If you are employed by your employer and are not in active employment on the Policy Effective Date due to sickness or injury, you are still eligible to be enrolled for Group Optional Life Insurance under the policy if:

- you were properly insured for optional life insurance under a previous group policy when that previous group policy terminated;
- your insurance under that previous group policy terminated solely because of the termination of that previous group policy; and
- you would be otherwise eligible under this policy if you were in active employment.

Continuity of Coverage Limitation

Premiums must be paid if **you** are enrolled under this Continuity of Coverage provision, and premiums will not be waived during:

- any period of disability which commenced prior to the Policy Effective Date; or
- any periods of disability, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the previous group policy.

Subject to a change in Quebec law, premiums must be paid for a person who is resident in the province of Quebec and who is enrolled under this Continuity of Coverage provision, and premiums will not be waived during:

- any period of disability which commenced prior to the Policy Effective Date, unless the disability was not reported to the insurer of the previous group policy until more than 180 days after the Policy Effective Date; or
- any periods of disability, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the previous group policy, unless the person has been in active employment under this policy for at least 30 days.

No amount will be payable under this policy for a death if the death occurs while premiums are being waived under, or should have been waived under, the **previous group policy**.

Waiver Of Premium:

If you become disabled (while insured under the policy) before retirement or age 65, whichever is earlier, we will continue your life insurance as long as you are disabled. This continued insurance is subject to the terms of the policy which were in effect on the date you became disabled, including reductions and terminations.

Disability must be continuous for an uninterrupted period equal to the Waiver of Premium Elimination Period as shown in the Group Optional Term Life BENEFIT SUMMARY. Premium payments must be continued during this period.

Once **your** Waiver of Premium claim has been approved, this insurance will continue without payment of premiums until the earliest of the following:

- the date you turn 65;
- the date you cease to be disabled as defined;
- the date you retire;
- the date you fail to give us proof of your continued disability; or
- the date you refuse to be examined as required.

Premium payment for any **dependent** insurance, if insured under the benefit, (which is considered to be **your** insurance) will also be waived when **your** premium payments are waived.

In the event that **you your**self are not insured under this benefit, premium payment for any **dependent** insurance, if insured under this benefit, (which is considered to be **your** insurance) will also be waived when **your** premium payments are waived under the Group Basic Term Life benefit contained in the policy.

Recurrent Disability within 180 days

If, after a period of **disability** for which premiums have been waived, and **you** experience a **recurrent disability**, the Company will treat this **recurrent disability** as a continuation of **your** previous period of **disability** and a new Waiver of Premium Elimination Period will not have to be completed if:

- you return to continuous active employment for the period between the last date for which premiums were waived under your prior claim and the commencement of the recurrent disability
- you were continuously insured between the last date for which premiums were waived under your prior claim and the commencement of the recurrent disability;

 your recurrent disability commences within 180 days from the last date for which premiums were waived under your prior claim.

Recurrent Disability if more Than 180 days

Your recurrent disability will not be considered to be a continuation of a prior period of disability if the recurrent disability commences more than 180 days after the last date for which premiums were waived under your prior claim. In such case, the recurrent disability will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the Waiver of Premium Elimination Period, in force at the commencement of the new claim.

If your recurrent disability is considered to be a continuation of a prior period of disability, your recurrent disability will be subject to the same policy terms as your prior claim. The commencement date of the recurrent disability will be deemed to be the original date of disability from the prior period(s) of disability

Terminal Illness Disability Benefit:

We will pay a Terminal Illness Disability Benefit to **you** if **you** are less than 64 years of age, become **disabled** and have a life expectancy of 12 months or less due to a terminal illness.

In order to be considered for the Terminal Illness Disability Benefit, you must:

- be less than 64 years of age;
- be approved by us for Waiver of Premium;
- request this benefit, in writing, on a form acceptable to us; and
- submit to us written certification from a physician, that you:
 - are disabled;
 - are terminally ill; and
 - have a medical prognosis of 12 months or less to live.

The amount of the Terminal Illness Disability Benefit will be the lesser of:

- 50% of the amount of insurance on your life; and
- **\$100,000**.

We will pay the Terminal Illness Disability Benefit to **you** in one lump sum. The Terminal Illness Disability Benefit is payable only once during **your** lifetime.

After a Terminal Illness Disability Benefit has been paid to **you**, the amount of insurance on **your** life will be reduced by the amount of the payment. The remaining amount of insurance on **your** life will be paid according to the terms of the policy, subject to any reduction or termination provision. Any amount that **you** could otherwise convert under the Conversion Privilege will also be reduced by the amount of the Terminal Illness Disability Benefit payment.

The Terminal Illness Disability Benefit payment is not available to **you** if **you** would be otherwise required by law to use this benefit to meet the claims of creditors, whether in bankruptcy, bankruptcy protection or otherwise.

Any payment made under this benefit will fully discharge our liability to the extent of the amount paid.

Suicide Exclusion:

Where the cause of death is suicide:

- no benefits will be payable if death occurs within 24 months after the insured's initial effective date of insurance; and
- 2. no increased or additional insurance will be payable if death occurs within 24 months after the day such increased or additional insurance is effective.

Conversion:

You are entitled to obtain an individual life insurance policy without evidence of insurability if you meet the following conditions:

- All or part of your Group Optional Term Life insurance under the policy terminates prior to the earlier of retirement or the date you turn 65. This includes reductions or terminations of coverage which become effective at specified ages or on retirement which are specified in the policy. In addition, your death prior to age 65 will be considered termination of the Group Optional Term Life insurance amount for the spouse and conversion of a spouse's insurance will be allowed within 31 days of your death.
- You must apply for the individual policy in writing and pay the first premium within 31 days after the insurance terminates. In the case of insurance for the spouse, either you or the spouse may apply for conversion of a spouse's insurance.

Exception

The Conversion Privilege is not available if insurance terminates because **you** and/or **your employer** stop making required premium contributions.

Policy Form

The individual policy may be in any one of **our** then standard life insurance conversion forms. Term insurance is only available in the following forms:

- a non-convertible term insurance policy to age 65; or
- a 1 year non-renewable term insurance policy. This type of policy can be converted to any other form of
 conversion policy being offered, without evidence of insurability, if the change is made before the end of the 1year term.

No disability or accidental death benefit will be offered with the individual policy.

Premium

The premium for the individual policy will be based on the person's age, sex, and class of risk, and on the type and amount of policy being issued.

Maximum individual policy amount (other than for a resident in Quebec)

If **you** <u>reside outside of Quebec</u>, the amount of the individual policy will not exceed the lesser of:

- the amount of terminated insurance less the amount of any group term life insurance for which **you** or the **spouse** becomes eligible within the 31 days allowed for conversion; or
- **\$200,000**.

This amount is **yours**, or the **spouse's**, combined maximum that can be converted under all group life policies issued to **your employer** by **us**.

An individual can convert less than the maximum individual policy amount but cannot convert an amount less than the minimum amount then issued by **us** for the type of policy chosen.

Maximum individual policy amount for a resident in Quebec

If you reside in Quebec, the amount of the individual policy will be:

1. <u>If you alone are converting:</u>

the amount must be at least \$10,000 and cannot exceed the lesser of all amounts of **your** group life coverages on the date of conversion or \$400,000.

2. If you alone are converting, and you have been insured under the policy for at least 5 years, the master policy is now terminating and not being replace or is being replaced but with a lesser amount of insurance: the amount must be at least \$10,000 or 25% of the amount of your life insurance on the date the master policy terminates, whichever is greater.

3. <u>If your dependent is converting:</u>

the amount must be at least \$5,000, without exceeding the amount of insurance in force on the **dependent**'s life under the policy on the date of conversion.

This amount is the maximum that can be converted under all group life policies issued to your employer by us.

An individual can convert less than the maximum individual policy amount but cannot convert an amount less than the minimum amount then issued by **us** for the type of policy chosen.

Conversion policy effective date

The individual policy will take effect at the end of the 31 days allowed for conversion.

Death during the conversion period:

If an individual dies within the 31 days allowed for conversion, the total amount of terminated or reduced Group Optional Term Life insurance that the individual was entitled to convert is payable under this policy's Group Optional Term Life insurance benefit as if the death occurred while the Group Optional Term Life insurance benefit was still in force.

Cancellation:

If you are approved for the policy's Group Optional Term Life insurance Waiver of Premium benefit after you or your dependents have been issued an individual life insurance conversion policy, the individual policies will be cancelled and the premiums paid on the individual policies refunded to you.

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE BENEFIT

If **you** die or suffer a covered loss as specified in the Schedule of Specific Losses, while **you** are insured under the policy, **we** will pay the applicable percentage of the **principal sum** shown in the Schedule of Specific Losses to **you**, or to the designated **beneficiary** then on record (for benefits for loss of life).

Benefit Specific Definitions

The following definitions are applicable to this benefit in addition to certain definitions under the GENERAL DEFINITIONS section of this booklet.

Accidental injury means a bodily injury caused directly and independently of all other causes by an unexpected, unforeseen, external, violent and purely accidental means or event. It does not include a sickness.

Appropriate care means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your condition(s) causing disability; and
- you are receiving and complying with the most appropriate treatment and care, which conforms with generally accepted medical standards, for your condition(s) causing disability by a physician whose specialty and experience is the most appropriate for the condition(s) causing disability according to generally accepted medical standards.

Appropriate care must not be limited solely to examinations or testing. Where, according to generally accepted medical standards, the appropriate form of treatment for your condition(s) causing disability is surgery, hospitalization, in-patient treatment, hospital day treatment, or individual or group addiction support therapy, you must comply with such form of treatment.

Beneficiary means, with respect to **your** Group AD&D insurance for loss of life by **accidental injury**, the person or persons designated by **you** in writing to receive **your** Group **Employee** Basic Term Life Insurance unless otherwise designated in writing and filed with **your employer**.

Child or children means, with respect to the Day Care Benefit, your or the spouse's own natural offspring, lawfully adopted children, stepchildren, or other children who are residents and dependent on you for financial support and are living with you in a regular parent-child relationship.

A child must be:

- at least 24 hours old but not yet attained age 12; and
- dependent on you for financial support.

A **child** insured under the policy, who is incapacitated due to a mental or physical disability, will continue to be an eligible **dependent** under this policy until he turns 12.

We may require written proof of the child's condition as often as may reasonably be necessary.

Child or children means, with respect to the Education Benefit, your or the spouse's own natural offspring, lawfully adopted children, stepchildren, or other children who are residents and dependent on you for financial support and are living with you in a regular parent-child relationship.

A child must be:

- at least 24 hours old but not yet attained age 26;
- unmarried or not in any other formal union recognized by law; and
- dependent on you for financial support.

A **child** insured under the policy, who is incapacitated due to a mental or physical disability on the date he reaches the age when he would otherwise cease to be a **child**, will continue to be an eligible **child** under the policy.

A **child** is considered incapacitated if, due to a mental or physical disability, he is incapable of supporting himself or engaging in any substantially gainful activity, and is dependent on **you** for financial support, maintenance and care, within the terms of the Income Tax Act.

We may require written proof of the child's condition as often as may reasonably be necessary.

Commercial aircraft means a certified passenger aircraft that is provided by a commercial airline, operated by a properly certified pilot, and travelling on a regularly scheduled or chartered flight.

Disability and **disabled** means that **you**:

- are unable to perform the material and substantial duties of your regular occupation due to your sickness or injury; and
- are not working in any occupation.

After 24 months of Waiver of Premium, **disability** and **disabled** means that due to the same **sickness** or **injury**, **you**:

- are unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience; and
- are not working in any occupation.

You must be under appropriate care in order to be considered disabled. Your disability must commence while you are insured under the policy.

The unavailability of employment in an occupation does not, in itself, constitute disability.

The loss of a professional or occupational licence or certification does not, in itself, constitute disability.

Experimental or investigational medical procedures means any procedures not approved or not broadly accepted and recognized by the Canadian medical profession, as an effective, appropriate and essential form of treatment according to Canadian medical standards.

Full-time student means a student with a full course load as defined by the institute of higher learning.

Gainful occupation has the meaning as set out in SPECIFIC GROUP LTD DEFINITIONS, if Group LTD insurance is provided under the policy.

If Group LTD Insurance is <u>not</u> provided under this policy, means an occupation that provides or can be expected to provide **you** with an income that exceeds 60% of **your annual earnings** within 12 months of **your** return to work.

Hospital means an institution licensed as a hospital, which is open at all times for the care and treatment of sick or injured persons, with organized facilities for diagnosis, major surgery and with 24-hour nursing services. Hospital will not include a facility or part of a facility primarily used for the aged, the treatment of drug addiction or alcoholism, rehabilitative care, custodial or educational care, or a rest home, nursing home, or convalescent hospital.

Injury means a bodily injury that is the direct result of an accident and not related to any other cause.

Institute of higher learning means any institute of higher learning above the 12th grade level and includes any university, CEGEP (Collège d'enseignement général et professionnel), trade school or college, as defined where **you** reside.

Intoxicated means **your** blood alcohol level equals or exceeds .08.

Licenced day care facility means a facility which is operated according to laws and regulations applicable to day care facilities, and which provides care and supervision for **children** in a group setting on a regular basis. Day care facility will include neither a hospital, the **child's** home, care provided during school hours while a **child** is attending grades 1 through 12 nor any other day care facility which does not charge a fee for services rendered.

We will not recognize you or your spouse, children, parents or siblings as part of such a facility unless they are hired by or own and operate such a facility.

Material and substantial duties means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, we will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

Member of the immediate family means your spouse, parents, grandparents, children over age 18, brother or sister.

Motorized vehicle means any land, water or air conveyance which is moved or operated by means other than muscular power.

No-evidence maximum means the amount of insurance **you** may obtain without providing **evidence of insurability**. The **no-evidence maximum**, until further written notice, is shown in the GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) - BENEFIT SUMMARY. On any Policy Anniversary the Company may establish a new **no-evidence maximum**.

Previous group policy means a policy of group insurance issued to the employer by another insurance company or by the Company which provided group basic term life insurance to the same group, or part of the group, insured under the policy, and which terminated less than 31 days before this policy became effective.

Principal sum means the amount which applies to **you** under the Group Accidental Death and Dismemberment (AD&D) BENEFIT SUMMARY at the time of the **accidental injury**.

Private passenger car means a validly registered four-wheel private passenger car (including **employer**-owned cars), station wagons, jeeps, pick-up trucks and vans that are used only as private passenger cars.

Reasonable and customary expenses means reasonable and customary charges made by the provider of care, treatment, services or supplies to you. Such charges will be considered reasonable and customary if they do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charge is incurred, when furnishing comparable treatments, services or supplies for a similar injury, or condition.

Recurrent disability means a period of disability which is:

- caused by a worsening in your condition(s); and
- due to the same condition(s) as your prior period of disability for which premiums were waived.

Regular care and attendance means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the confinement.

Regular occupation means the occupation **you** are routinely performing when **your disability** begins. **We** will look at **your** occupation as it is normally performed in Canada, instead of how the work tasks are performed for a specific **employer** or at a specific location.

Retirement date means the first of the following to occur:

- the effective date of **your** retirement benefits under:
 - any plan of a federal, a provincial, a municipal or an association retirement system for which you are eligible
 as a result of employment with your employer;
 - any plan your employer sponsors; or
 - any plan for which your employer:
 - makes contributions; or
 - has made contributions.

or

• the effective date of **your** retirement benefits under the Canada Pension Plan/Quebec Pension Plan or any similar plan or act.

But if **you** are in **active employment** and receiving retirement benefits under the Canada Pension Plan/Quebec Pension Plan or any similar plan or act **you** will not be considered retired.

Seat belt means those belts that form a restraint system and includes infant and **child** restraint systems when properly used with a seat belt.

Sickness means any sickness, illness, disease, internal pathological process or physical or mental infirmity.

Beneficiary

Designating

Your beneficiary will be as designated by you, subject to applicable law. If no beneficiary has been designated, payment will be made to your estate. If a designated beneficiary disclaims his right to receive insurance money or is disentitled by law to receive insurance money and there is no other designated beneficiary, payment will be made to your estate.

You may designate a **beneficiary** in writing, on a form acceptable to **us** that is signed by **you**. The **beneficiary** designation must be signed by **you** and filed with **your employer**. The **beneficiary** designation will take effect on the date it is filed with **your employer**.

NOTE: If **your employer** has requested, **we** will maintain **your** current **beneficiary** designations as specified on the prior carrier's enrollment cards at the time the policy was transferred.

The **beneficiary** designation listed on **your** prior carrier's enrollment card will be used by **us** in order to pay benefits under the policy unless **you** specifically request a change of **beneficiary** under the policy.

It is strongly suggested that **you** review the existing designation to ensure it reflects **your** current intentions.

Changing or revoking a beneficiary

You may change or revoke a **beneficiary** designation, in writing, on a form acceptable to **us**. The change to or revocation of the **beneficiary** designation must be signed by **you** and filed with **your employer**. The change to or revocation of the **beneficiary** designation will take effect on the date it is filed with **your employer**. We may pay insurance money in accordance with the **beneficiary** designation that **your employer** provides to **us**. If **we** pay insurance money before receiving a change to or revocation of the **beneficiary** designation, **we** shall be fully discharged for the amount of insurance money paid in accordance with the previous **beneficiary** designation.

The consent of the **beneficiary** will not be required to change any **beneficiary** unless the **beneficiary** is an irrevocable **beneficiary**, as defined by provincial law.

Payment to a beneficiary

If more than one **beneficiary** is designated on the same form and **you** do not designate their order of rights, the **beneficiaries** will share equally.

If more than one **beneficiary** is designated on the same form and a **beneficiary** predeceases **you**, then unless the **beneficiary** designation states otherwise, the share of a deceased **beneficiary** will be paid to the surviving **beneficiary**, or, if more than one, to the surviving **beneficiaries** in equal shares.

If any **beneficiary** is a minor and there is no other person capable of giving proper discharge, **we** reserve the right to pay the death payment to the relevant provincial trustee for the benefit of the minor or to a legal representative of the minor **beneficiary** living in another jurisdiction. If **we** pay benefits in good faith to such person or trustee, **we** will be fully discharged to the extent of the payment.

Any other AD&D insurance money (other than for loss of life) which remains payable after **your** death, will be paid to **your** estate, unless the benefit is payable to another individual as specified in the policy.

In the event of the simultaneous death of you and the named beneficiary, the death benefit will be paid as if the beneficiary predeceased you.

Payment Of Discretionary Amounts

If the person to whom any amount of insurance is payable is not able to give a valid discharge, we may pay up to \$10,000 (subject to the maximum applicable amount of insurance) to any person or institution we consider appropriate, such as but not limited to, a living relative of that person or any person or institution incurring expenses for the care or maintenance of that person. As long as this payment is made in good faith, we will be fully discharged to the extent of the payment.

Medical Examinations and Autopsy

At **our** own expense and discretion, **we** will have the right and opportunity to have an **insured**, whose claim is pending, examined by a **physician** of its choice. This right may be used as often as reasonably required.

We will also have the right and opportunity, in case of death, to request an autopsy where not prohibited by law.

Continuity of Coverage

If you are employed by your employer and are not in active employment on the Policy Effective Date due to sickness or injury, you are still eligible to be enrolled for Group Accidental Death and Dismemberment Insurance under the policy if:

- you were properly insured for accidental death and dismemberment insurance under a previous group policy when that previous group policy terminated;
- your insurance under that previous group policy terminated solely because of the termination of that previous group policy; and
- you would be otherwise eligible under this policy if you were in active employment.

Continuity of Coverage Limitation

Premiums must be paid if **you** are enrolled under this Continuity of Coverage provision, and premiums will not be waived during:

- any period of disability which commenced prior to the Policy Effective Date; or
- any periods of disability, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the previous group policy.

Subject to a change in Quebec law, premiums must be paid for a person who is resident in the province of Quebec and who is enrolled under this Continuity of Coverage provision, and premiums will not be waived during:

- any period of disability which commenced prior to the Policy Effective Date, unless the disability was not reported to the insurer of the previous group policy until more than 180 days after the Policy Effective Date; or
- any periods of disability, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the previous group policy, unless the person has been in active employment under this policy for at least 30 days.

No amount will be payable under this policy for a death if the death occurs while premiums are being waived under, or should have been waived under, the **previous group policy**.

Waiver Of Premium

If you become disabled (while insured under the policy) before retirement or age 65, whichever is earlier, we will continue your AD&D insurance as long as you remain disabled. This continued AD&D insurance is subject to the terms of the policy which were in effect on the date you became disabled, including reductions and terminations.

Disability must be continuous for an uninterrupted period equal to the Waiver of Premium Elimination Period as shown in the Group Accidental Death & Dismemberment (AD&D) Benefit Summary. Premiums payments must continue during this period.

Once **your** Waiver of Premium claim is approved, this insurance will continue without payment of premiums until the earliest of the following:

- the date you turn 65;
- the date you cease to be disabled as defined;
- the date you retire;
- the date the policy or benefit terminates (the policy in its entirety, or just the AD&D benefit itself);
- the date you fail to give us proof of your continued disability; or
- the date you refuse to be examined as required.

Recurrent Disability within 180 days

If, after a period of **disability** for which premiums have been waived, and **you** experience a **recurrent disability**, the Company will treat this **recurrent disability** as a continuation of **your** previous period of **disability** and a new Waiver of Premium Elimination Period will not have to be completed if:

- you return to continuous active employment for the period between the last date for which premiums were waived under your prior claim and the commencement of the recurrent disability;
- you were continuously insured between the last date for which premiums were waived under your prior claim and the commencement of the recurrent disability;
- your recurrent disability commences within 180 days from the last date for which premiums were waived under your prior claim.

Recurrent Disability if more Than 180 days

Your recurrent disability will not be considered to be a continuation of a prior period of disability if the recurrent disability commences more than 180 days after the last date for which premiums were waived under your prior claim. In such case, the recurrent disability will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the Waiver of Premium Elimination Period, in force at the commencement of the new claim.

If your recurrent disability is considered to be a continuation of a prior period of disability, your recurrent disability will be subject to the same policy terms as your prior claim. The commencement date of the recurrent disability will be deemed to be the original date of disability from the prior period(s) of disability.

Schedule Of Specific Losses

If as a direct result of an **accidental injury** and within 365 days after the date of such **accidental injury**, **you** suffer any of the following specific covered losses, **we** will pay the percentage of the **principal sum** set opposite such loss. The amount of the **principal sum** applicable to **you** is as shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary. Only one (the larger) of such percentages will be paid if more than one specific covered loss results from the same **accidental injury**.

| For Loss of: | Percentage of Principal Sum |
|---|-----------------------------|
| Life | 100% |
| Both hands or both feet | 100% |
| Sight of both eyes | 100% |
| One hand and one foot | 100% |
| One hand and sight of one eye | 100% |
| One foot and sight of one eye | 100% |
| Speech and hearing in both ears | 100% |
| One leg or one arm | 75% |
| Either hand or foot | 66 2/3% |
| Speech or hearing in both ears | 66 2/3% |
| Sight of one eye | 66 2/3% |
| Thumb and index finger | 33 1/3% |
| Four fingers of the same hand | 33 1/3% |
| Hearing in one ear | 16 2/3% |
| All toes of one foot | 12 1/2% |
| For Paralysis of: | |
| All four limbs (Quadriplegia) | 200% |
| Both lower limbs (Paraplegia) | 200% |
| One arm and one leg on the same side of the body (Hemiplegia) | 200% |
| For Loss of Use of: | |
| Both hands or arms | 100% |
| One arm or one leg | 75% |
| One hand or one foot | 66 2/3% |

Loss means, with respect to:

hands and feet: Actual complete severance through or above the wrist or ankle joint.

eyes: Entire loss of sight that cannot be corrected. The corrected visual acuity in the affected eye must be worse than 20/200 or the field of vision must be less than 20 degrees.

leg or arm: Actual complete severance through or above the knee or elbow joint.

thumb and fingers: Actual complete severance through or above the metacarpophalangeal joints.

speech: Entire and irrecoverable loss of speech.

hearing: Entire and irrecoverable loss of hearing. The auditory threshold in the affected ear must be more than 90 decibels.

toes: Actual complete severance through or above the metatarsophalangeal joints.

paralysis: Complete, permanent and irreversible loss of all muscle power due to nerve damage.

Loss of Use means: Total and irrecoverable loss of use due to nerve damage. The loss of use must be continuous for 12 consecutive months after which the benefit for Loss of Use is payable, provided such nerve damage is permanent.

Day Care Expense Benefit

If an accidental injury sustained by you results in loss of life within 365 days of the date of the accidental injury and results in our making a payment under the Schedule of Specific Losses, we will also pay a Day Care Expense Benefit for each eligible child.

A **child** is eligible for this benefit until he turns 12 and is enrolled in a **licensed day care facility** within 90 continuous days from the date of the **accidental injury**. Proof of annual enrolment may be required.

Payment will be as shown in the Group Accidental Death and Dismemberment (AD&D) BENEFIT SUMMARY.

If, at the time of loss of life, **you** have no **dependent children** eligible for the Day Care Expense Benefit, **we** will pay a \$1,000 additional benefit to **your** estate.

Education Benefit

If an **accidental injury** sustained by **you** results in loss of life within 365 days of the date of the **accidental injury** and results in **our** making a payment under the Schedule of Specific Losses, **we** will also pay an Education Benefit to an eligible **dependent child**.

An eligible **dependent child** is eligible for the Education Benefit if:

- he, at the time of the accidental injury, is enrolled as a full-time student in any institution of higher learning;
- he is in the 12th grade level and enrolls within 365 days of the accident as a **full-time student** in an **institute of higher learning**.

Payment will be as shown in the Group Accidental Death and Dismemberment (AD&D) BENEFIT SUMMARY.

The first payment will be made when:

- the benefit for loss of life becomes payable; and
- we have received written proof that the dependent child is attending an institute of higher learning as a fulltime student.

Future payments will be made for each following school year on the date **we** receive written proof that the **dependent child** is attending an **institute of higher learning** as a **full-time student**.

If, at the time of loss of life, **you** have **children** but none of the **children** are eligible for the Education Benefit, **we** will pay a lump sum of \$1,000 additional benefit to **your** estate.

Exposure And Disappearance Benefit:

The Company will cover a loss as specified in the Schedule of Specific Losses that is the result of unavoidable exposure to the elements, to the extent of the benefits insured by the policy.

Subject to the terms of this policy, the Company will presume **your** accidental loss of life and will pay the **principal sum** if **your** body has not been found within 1 year after having been involved in the disappearance, sinking or wrecking of a vehicle in which **you** were an occupant at the time of the accident.

Family Transportation Benefit:

If an accidental injury sustained by you results in our making a payment under the Schedule of Specific Losses, we will also pay a family transportation benefit if that accidental injury requires you to be confined as an in-patient in a hospital which is more than 150 kilometres from your normal residence. This benefit will provide reimbursement for the expenses incurred by a member of the immediate family for transportation to the hospital. In order for this benefit to be payable, you must be under the regular care and attendance of a physician and that physician must recommend the personal attendance of a member of the immediate family. The immediate family member must actually incur the expenses. The amount of the expenses will be limited to the cost of a licenced common carrier travelling the most direct route to the hospital. The maximum amount that will be reimbursed is shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary.

Payment will not be made for ordinary living, travelling or clothing expenses. If transportation occurs in a vehicle or device other than one operated under a licence for the conveyance of passengers for hire, then reimbursement of transportation expenses will be limited (subject to submission of proof of expenses incurred) to a maximum of \$0.30 per kilometre travelled.

Funeral Expense Benefit:

If an accidental injury sustained by you results in loss of life and results in our making a payment under the Schedule of Specific Losses, we will also pay up to the amount shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home, related to the burial or cremation of the your body and charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains thereof, including any markers or monuments. Payment will only be made if the expenses are actually incurred as a result of an accidental injury and at the time of your death, and will not include any charges for preparation of the remains for travel if they are reimbursed under the Repatriation/Identification Benefit.

Home Alteration And Vehicle Modification Benefit:

When **you** receive a payment under the Schedule of Specific Losses, and are subsequently required (due to the cause for which payment under the Schedule of Specific Losses was made) to use a wheelchair to be ambulatory, then **we** will reimburse **you**, upon presentation of proof of payment for:

- the one-time cost of alterations to your residence to make it wheelchair accessible and habitable; and
- the one-time cost of modifications necessary to a motor vehicle, owned by you, to make the vehicle accessible for or driveable by you.

Benefit payments will not be paid unless:

- home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization providing support and assistance to wheelchair users; and
- vehicle modifications are carried out by a person or persons with experience in such matters and such modifications are subsequently approved by the vehicle licencing authorities in the province where **you** reside.

The maximum payable for both home alterations and vehicle modifications combined will not exceed the maximum amount shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary.

In-Hospital Indemnity Benefit:

If a covered **accidental injury** requires that **you** be **hospital** confined for more than 7 consecutive days, we will pay for each day of continuous **hospital** confinement:

- a monthly benefit of 1% of your applicable principal sum; or
- for periods of less than 1 month, 1/30 of the above monthly benefit per day.

Benefits are retroactive to the 1st day of **hospital** confinement.

This benefit is limited to:

- a monthly amount not to exceed \$1,000; and
- a total of 12 months for any covered accidental injury.

The maximum amount payable will be as shown in the Group Accidental Death and Dismemberment (AD&D) BENEFIT SUMMARY.

Successive periods of **hospital** confinement for loss from the same covered **accidental injury** separated by a period of less than 3 months will be considered as 1 period of **hospital** confinement. Total combined successive periods of **hospital** confinement for loss from the same covered **accidental injury** will not exceed 12 months.

Rehabilitative Physical Therapy Benefit:

When an **accidental injury** to **you** results in **our** making a payment under the Schedule of Specific Losses (other than for loss of life), **we** will also reimburse **you** for the **reasonable and customary** expenses actually incurred within 3 years from the date of the **accidental injury** for rehabilitative physical therapy as prescribed by **your physician**.

The maximum amount payable will be as shown in the Group Accidental Death and Dismemberment (AD&D) BENEFIT SUMMARY.

No payment will be made for ordinary living, travelling or clothing expenses.

Repatriation And Identification Benefit:

If an **accidental injury** causes **your** loss of life and results in **our** making a payment under the Schedule of Specific Losses, **we** will also pay, up to the amount shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary for the identification, preparation and transportation of **your** body to **your** principal city of residence.

Seat Belt And Air Bag Benefit:

For Seat Belt:

When an **accidental injury** to **you** results in the Company making a payment under the Schedule of Specific Losses, the benefit amount payable will be increased by 10% of **your principal sum**, provided that:

- such loss occurs while you are a passenger or driver of a private passenger car;
- you were wearing a properly fastened seat belt; and
- verification of the actual use of the seat belt is part of the official report of the accident or certified by the investigating officer.

For Air Bag:

When an **accidental injury** to **you** results in **our** making a payment under the Schedule of Specific Losses, the benefit amount payable will be increased by the amount shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary, provided that:

- such loss occurs while you are a passenger or driver of a private passenger car equipped with either a single
 air bag, air bags for both the driver and the front passenger seats, or air bags for the driver, front passenger and
 rear passenger seats; and
- the seat belt is in actual use and properly fastened at the time of the accident.

For Seat Belt and Air Bag:

The driver of the vehicle must hold a current and valid driver's licence of a rating authorizing him to operate such vehicle and neither be **intoxicated** nor under the influence of drugs, unless such drugs are taken as prescribed by a physician, at the time of the accident. ""Under the influence of drugs" is as defined by the local jurisdiction where the accident occurs.

Spousal Retraining Benefit:

When an accidental injury to you results in our making a payment under the Schedule of Specific Losses, we will also reimburse your spouse for the expenses actually incurred by your spouse, within 3 years from the date of the accidental injury, for a formal occupational training program. The formal occupational training program must be designed to qualify your spouse to gain active employment in an occupation for which he would otherwise not have had sufficient qualifications and it must be mutually agreed upon and preapproved by us. The maximum amount that we will reimburse is shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary.

General AD&D Limitations and Exclusions:

This Accidental Death and Dismemberment insurance does not insure any loss which results directly or indirectly from, or is in any manner or degree associated with or occasioned by:

- your intentionally self-inflicted injury or asphyxiation;
- your asphyxiation or self-inflicted injury, whether intentional or unintentional, sustained while you:
 - have a blood alcohol level of .08 or higher; or
 - are under the influence of any poison, fume or other chemical substance or any prescription or nonprescription drug, unless used according to the prescription or direction of your physician;
- war, declared or undeclared, or any act of war;
- your active participation in a riot;
- your attempt to commit or commission of a crime, whether or not you have been charged;
- any injury sustained by you while you were driving, using or operating any motorized vehicle while you:
 - have a blood alcohol level of .08 or higher; or
 - are under the influence of any poison, fume or other chemical substance or any prescription or nonprescription drug, unless used according to the prescription or direction of your physician;
- your voluntary use, inhalation or ingestion of any poison, fume or other chemical substance or any prescription or non-prescription medication, unless used according to the prescription or direction of your physician;
- any experimental or investigational procedures;
- plastic surgery and cosmetic procedures, such as but not limited to injections and laser treatments, unless performed by or under the supervision of a physician;
- an infection (except a pyogenic infection arising from an accidental injury);
- any sickness or treatment of sickness;
- any injury sustained by you while you are serving on full-time active duty in the armed forces of any country
 or international authority (any premium paid to be returned by us pro-rata for any such period of full-time
 active duty);
- any injury sustained while you are flying or traveling in (including boarding and alighting from) any kind of flying device (including aeroplanes, ultra-light aeroplanes and hot air balloons), other than as a fare-paying passenger on a commercial aircraft.

We will not pay a benefit for a loss during any period which you are lawfully incarcerated, confined or imprisoned.

NOTE: Other Exclusions or Limitations may be applicable as specified under each individual additional benefit provision.

COLLECTION AND USE OF PERSONAL INFORMATION

Collecting your personal information

We (RBC Life Insurance Company) may from time to time collect information about you such as:

- information establishing your identity (for example, name, address, phone number, date of birth, etc.) and your personal background;
- information related to or arising from your relationship with and through us;
- information you provide through the application and claim process for any of our insurance products and services; and
- information for the provision of products and services.

We may collect information from you, either directly or through representatives. We may collect and confirm this information during the course of our relationship. We may also obtain this information from a variety of sources including hospitals, doctors and other health care providers, the MIB, Inc., the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and your employer.

Using your personal information

This information may be used from time to time for the following purposes:

- to verify your identity and investigate your personal background;
- to issue and maintain insurance products and services you may request;
- to evaluate insurance risk and manage claims;
- to better understand your insurance situation;
- to determine your eligibility for insurance products and services we offer;
- to help us better understand the current and future needs of our clients;
- to communicate to you any benefit, feature and other information about products and services you have with us;
- to help us better manage our business and your relationship with us; and
- as required or permitted by law.

For these purposes, we may make this information available to our employees, our agents and service providers, and third parties, who are required to maintain the confidentiality of this information. If you are insured under a group insurance policy obtained through your employer, we may also share your information with your employer when necessary for the services we provide to you. Your health information will not be shared with your employer without your consent.

In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. Third parties may include other insurance companies, the MIB, Inc. and financial institutions.

We may also use this information and share it with RBC® companies (i) to manage our risks and operations and those of RBC companies and (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

If we have your social insurance number, we may use it for tax related purposes and share it with the appropriate government agencies.

Your right to access your personal information

You may obtain access to the information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information or to ask questions about our privacy policies, you may do so now or at any time in the future by contacting us at:

RBC Life Insurance Company P.O. Box 515, Station A, Mississauga, Ontario L5A 4M3

Telephone: 1-800-663-0417 Facsimile: 905-813-4816

Our privacy policies

You may obtain more information about our privacy policies by asking for a copy of our "Financial fraud prevention and privacy protection" brochure, by calling us at the toll-free number shown above or by visiting our website at www.rbc.com/privacysecurity.