

ACCIDENT HOSPITALIZATION INSURANCE

Insurance Contract

INSURER

Humania Assurance inc.

1555 Girouard Street West, P.O. Box 10000, Saint-Hyacinthe, QC J2S 7C8

Customer Service: 1-800-773-8404

Email: clients@humania.ca

Website: www.humania.ca

Name of contract owner(s):

Name of person(s) insured:

Contract number:

Contract start date:

Summary of Coverages

Accident Hospitalization Insurance

COVERAGE

Description	Daily benefit	Maximum
In the event of <u>hospitalization</u> following an <u>accident</u>	\$100	unlimited
• Intensive care benefit	\$100 <small>extra</small>	30 days
• Recovery benefit	\$100 <small>extra</small>	60 days
In case of a stay in a <u>rehabilitation</u> center	\$100 <small>extra</small>	30 days
In the event of <u>day surgery</u> following an <u>accident</u>	\$100 <small>for one day</small>	

Your monthly payment, due on the X of each month, is:

\$X

Your payment amount is not guaranteed (see Question 12 in your contract for more information).

CONTRACT START DATE: _____

We encourage you to carefully read annexes A - Information about your Application for Insurance and B - Your Insurability Questionnaire to make sure the answers are accurate and complete. You must notify us of any necessary corrections. In case of doubt, contact Humania Assurance.

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

Introduction

Useful information for reading *your* contract

PARTS OF THE CONTRACT

The following are all part of this insurance contract:

- *Your* Summary of Coverages;
- The various sections of *your* contract:
 - Introduction (this page);
 - Table of Contents;
 - Section A:
 - *Accident Hospitalization* Insurance;
 - Section B - Definitions;
 - Section C - Statutory Conditions;
 - Section D - General Conditions.
- *Your* Application for Insurance:
 - Appendix A - Information about *your* Application for Insurance;
 - Appendix B - *Your* Insurability Questionnaire.

The insurance contract should be read as a whole. Consequently, clauses should be interpreted as they relate to each other and considering the entire contract.

TABLE OF CONTENTS

You can refer to the table of contents to see how this contract is structured and locate specific information.

DEFINITIONS

The words and expressions written in *italics* are explained in Section B of this document.

EXAMPLES

Several examples are provided to help you understand this contract. They are identified by text boxes. Attention! These examples are simplified scenarios intended to help illustrate a principle of insurance and should not be taken at face value.

Table of Contents

Section A - <u>Accident Hospitalization Insurance</u>	5
Question 1 - What is a <u>hospitalization</u> ?	5
Question 2 - What is an <u>accident</u> ?	5
Question 3 - How much will I get if I'm hospitalized following an <u>accident</u> ?	6
Question 4 - How much will I get if I have <u>day surgery</u> following an <u>accident</u> ?	7
Question 5 - How much will I get if I'm admitted to a <u>rehabilitation</u> centre following an <u>accident</u> ?	8
Question 6 - What exclusions and restrictions apply?	8
Question 7 - I have other insurance; will I still receive benefits?	9
Question 8 - Can I be covered under more than one insurance contract?	10
Question 9 - How long can I be covered by my contract?	10
Question 10 - When does my contract end?	10
Question 11 - How do I make my <u>payments</u> and what happens if I'm late with a <u>payment</u> ?	11
Question 12 - When could my <u>payment</u> amount change?	12
Question 13 - Who does what?	13
Question 14 - How do I submit a claim?	13
Section B - Definitions	14
Section C - Statutory Conditions	16
Section D - General Conditions	18
Appendix A - Informations about <u>your</u> Application for Insurance	A1
Appendix B - <u>Your</u> Insurability Questionnaire	B1

Section A

Accident Hospitalization Insurance

Question 1 - What is a hospitalization?

A hospitalization begins when you are admitted to the hospital by a physician.

You must be hospitalized for at least 18 hours to receive a benefit.

Marc breaks a hip while playing hockey.

He is transported by ambulance to the emergency department. He is assessed by a nurse in triage, who takes his vital signs and examines his injury. She then asks him to wait in the waiting room.

After several hours, Marc is seen by a physician, who decides to admit him to the hospital for hip replacement surgery.

According to his Hospitalization contract, this marks the beginning of his hospitalization.

Marc spends a total of three days in the hospital before being discharged. He may be entitled to benefits since he spent more than 18 hours in the hospital.



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

Not considered a hospital: a clinic, a nursing home, an institution whose services consist primarily of rehabilitation or sitting services, even if this institution is part of or affiliated with a hospital.

Question 2 - What is an accident?

"ACCIDENT"

The contract defines an accident as:

- an event occurring during the term of your contract;
- due to external, violent, sudden or unexpected causes; and
- independent of the person insured's control and of any deliberate act.

A hospitalization beginning more than 90 days after an accident is not covered.

Roger opted for an Accident Hospitalization Insurance contract.

Example 1

While cleaning out his basement, Roger picks up a heavy box and injures his back.

Roger is hospitalized for his back problems.

This is not a case of a hospitalisation following an accident. There was no accident since Roger made a false move. Roger chose to lift the box intentionally, and the injury was not due to external causes.

Example 2

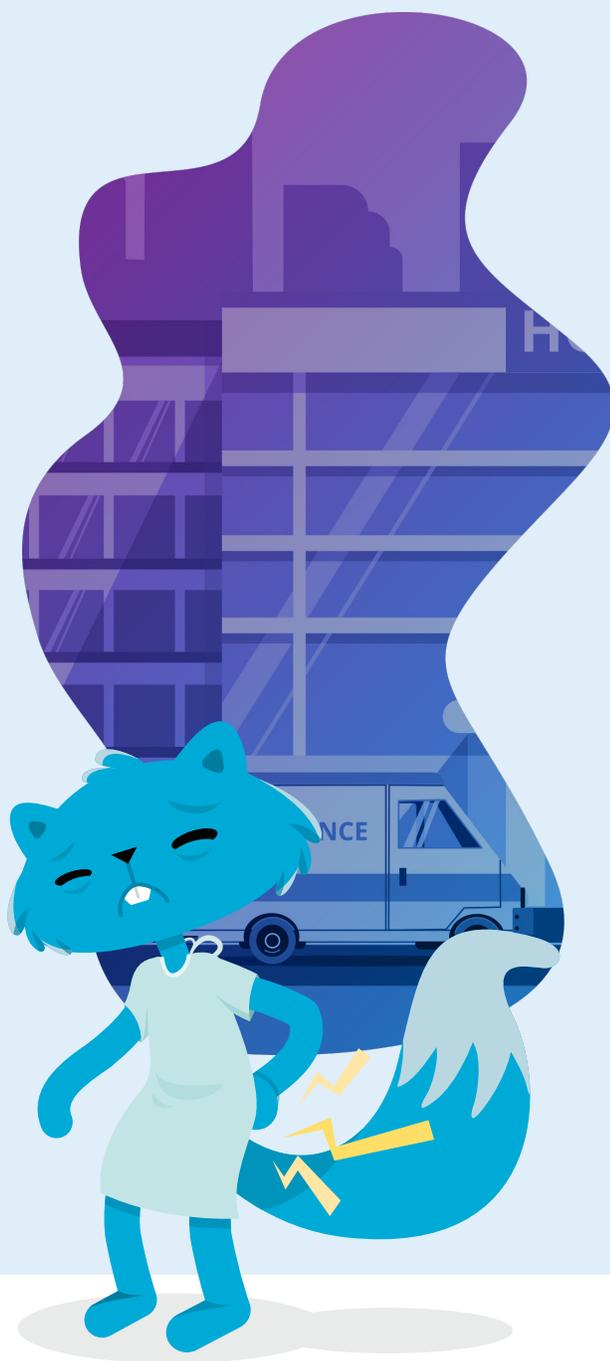
Roger slips on some ice while taking a walk in the park. He takes a bad fall and hurts his back.

- Scenario 1: Roger is hospitalized for treatment the day after his fall.

This is a case of a hospitalization following an accident. Roger's fall was unintentional and the result of external, violent, sudden and unexpected causes: he fell and hit the ground.

- Scenario 2: Roger waits 95 days before going to the hospital, where a doctor decides to admit him for treatment. He pays for a semi-private room.

This is not a case of a hospitalization following an accident that is covered by this contract. The period between the accident and the hospitalization was longer than 90 days.



Question 3 - How much will I get if I'm hospitalized following an accident?

A - "HOSPITALIZATION BENEFIT"

Following your accident, you will receive your daily benefit amount (as stated in your Summary of Coverages) for each day of hospitalization.

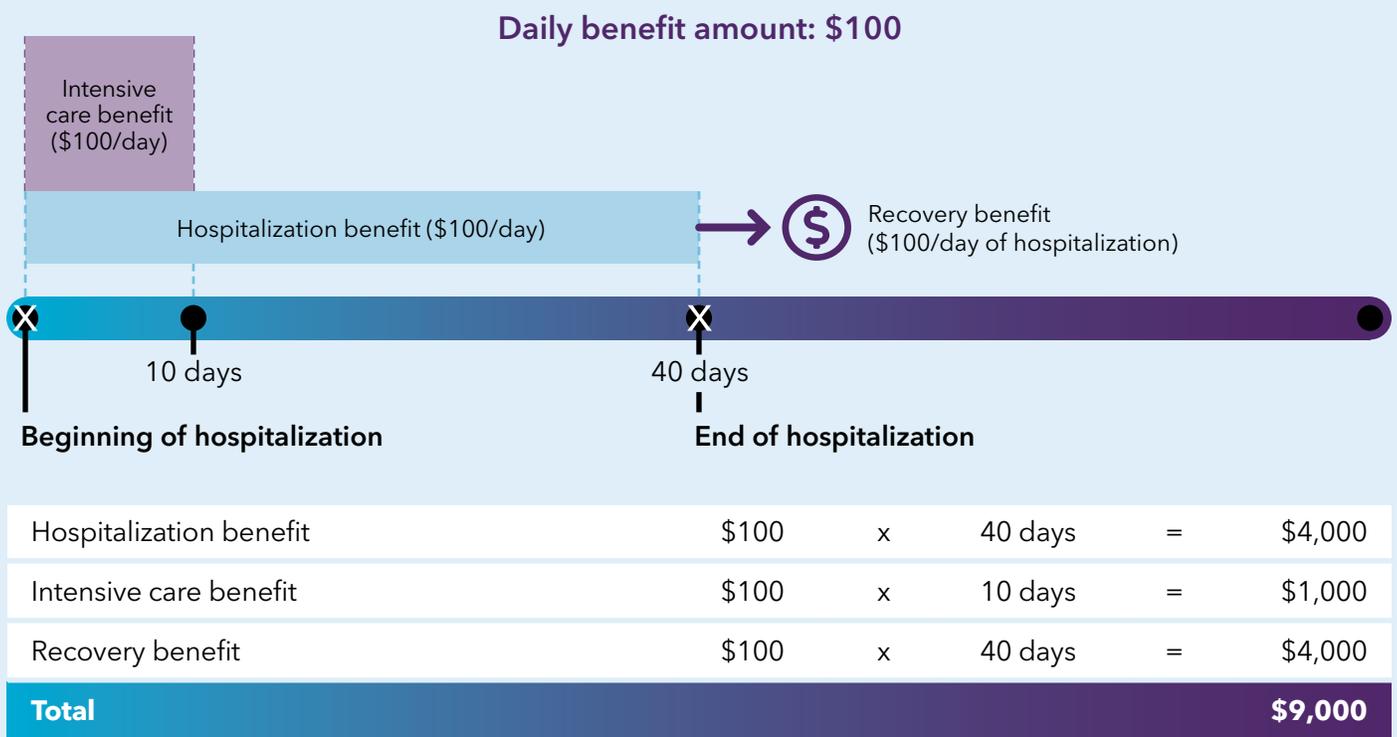
B - "INTENSIVE CARE BENEFIT"

Following your accident, you will receive an extra daily benefit amount (as stated in your Summary of Coverages) for each day of hospitalization in intensive care, for a maximum of 30 days.

C - "RECOVERY BENEFIT"

Following your discharge from the hospital, you will receive an extra daily benefit amount (as stated in your Summary of Coverages) for each day of hospitalization, for a maximum of 60 days.

Sophie is hospitalized for 40 days after a fire breaks out in her home. She spends the first 10 days in intensive care. Here are the benefits she will be paid according to her contract:



Question 4 - How much will I get if I have day surgery following an accident?

"DAY SURGERY BENEFIT"

If your condition requires day surgery, you will receive your daily benefit amount (as stated in your Summary of Coverages) for one day.

A day surgery is a surgical procedure performed by appointment in a hospital, clinic or department affiliated with a hospital, that does not require hospitalization and for which you are admitted and discharged on the same day as the procedure.

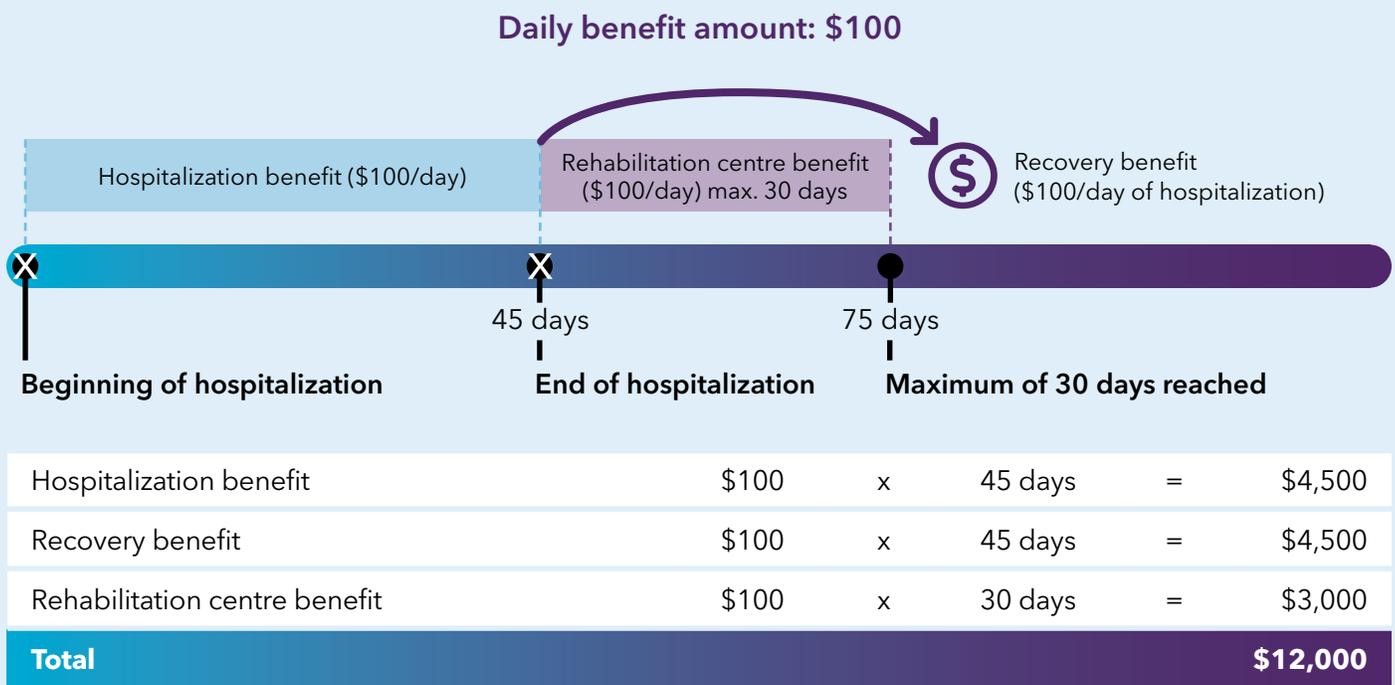
Question 5 - How much will I get if I'm admitted to a rehabilitation centre following an accident?

"REHABILITATION CENTRE BENEFIT"

Following your discharge from the hospital, you will receive your daily benefit amount (as stated in your Summary of Coverages) for each day of your stay in a physical rehabilitation centre, for a maximum of 30 days.

The rehabilitation must be recommended by a physician and take place at a centre recognized by the applicable Canadian federal or provincial authorities. This does not include addiction and psychosocial treatment centres.

James is hospitalized for 45 days following a car accident. After being discharged from the hospital, he is treated at a rehabilitation centre for 50 days. Here are the benefits he will be paid according to his contract:



Question 6 - What exclusions and restrictions apply?

A - "EXCLUSIONS"

Expenses incurred during or as a result of a period during which the person insured is incarcerated in a penitentiary or a government detention centre are not reimbursed.

No reimbursement is payable for expenses that result from:

- an event that is not an accident;
- a hospitalization or a day surgery beginning more than 90 days after an accident;

- a hospitalization lasting less than 18 hours or that does not correspond to the definition of hospitalization in this contract;
- a stay at a rehabilitation centre that does not correspond to the definition of rehabilitation in this contract;
- an attempted suicide or intentionally self-inflicted injury or mutilation, whether the person insured is sane or insane;
- air travel, except if the person insured is a paying passenger on a commercial airline;
- service, whether or not as a combatant, with armed forces engaged in surveillance, training, peacekeeping, insurrection, war (whether or not declared) or any related act, or participation by the person insured in a popular uprising;
- participation by the person insured in the commission or attempted commission of an unlawful act or crime;
- driving a motor vehicle or piloting a boat while under the influence of drugs or while his or her blood alcohol concentration exceeds the legal limit;
- drug addiction, alcoholism, alcohol abuse, or the use of hallucinogens, drugs or narcotics;
- plastic surgery or surgery not required by the person insured's health condition, and any complication resulting therefrom;
- training for or participation in professional sports or motor vehicle speed contests;
- an injury obtained during the practise of any high-risk activity, including, but not limited to: bungee jumping, freestyle skiing or snowboarding, heliskiing or heliboarding, ski jumping, sky diving, hang gliding, sky surfing, street luge, skeleton, mountaineering or climbing with or without ropes, and participation in rodeos or ultimate fighting competitions;
- experimental treatments and treatments involving the use of new procedures or therapies that are not yet in mainstream use.

B - "LIMITATIONS APPLICABLE TO CERTAIN BENEFITS"

Certain types of benefits cannot be paid beyond an applicable maximum:

- Intensive care benefit: maximum of 30 days of daily benefits;
- Recovery benefit: maximum of 60 days of daily benefits;
- Rehabilitation centre benefit: maximum of 30 days of daily benefits.

Question 7 - I have other insurance; will I still receive benefits?

The benefits are paid independently of any other insurance you may have with another insurance company or with a government plan.

After purchasing cancer insurance, Mary is diagnosed with breast cancer by a specialist. She completes the necessary documents and submits them to Humania Assurance. Humania Assurance may pay her a benefit, even if she also receives a benefit under her disability insurance contract.



Question 8 - Can I be covered under more than one insurance contract?

“LIMITATION IN CASE OF MULTIPLE HUMANIA ASSURANCE HOSPITALIZATION INSURANCE CONTRACTS”

Yes; however, a person insured cannot be covered for an aggregate amount of more than \$150 of Hospitalization Insurance with Humania Assurance.

If, by mistake, the aggregate daily benefits selected should exceed that amount, Humania Assurance will pay a maximum daily benefit of \$150, cancel the contracts that exceed \$150 in daily benefits, and refund the overpayments made.

Question 9 - How long can I be covered by my contract?

“DURATION”

As long as you make your payments, the person insured is covered up until the last day before the contract anniversary following your 100th birthday. The contract automatically renews each year, with the same coverages in effect.

Sophie purchased Accident Hospitalization Insurance when she was 56 years old. If she continues to make her monthly payments on time, her contract could terminate on the contract anniversary following her 100th birthday. She will turn 100 on July 17, 2064. Assuming her contract started on October 10, her contract will end on October 9, 2064.



Question 10 - When does my contract end?

“TERMINATION OF CONTRACT”

- Your insurance contract will end on the earliest of the following dates:
 - The date on which Humania Assurance receives a written cancellation request from the contract owner;
 - The expiration date of the payment grace period, when a payment is not made, as specified in **Question 11 - How do I make my payments and what happens if I'm late with a payment?**
 - The date of death of the person insured;
 - The day before the contract anniversary following the 100th birthday of the person insured.

François is the owner of an Accident Hospitalization Insurance contract. He decides to cancel his contract and sends a written request to Humania Assurance to terminate his contract. His contract will end on the date on which his written request is received by Humania Assurance.

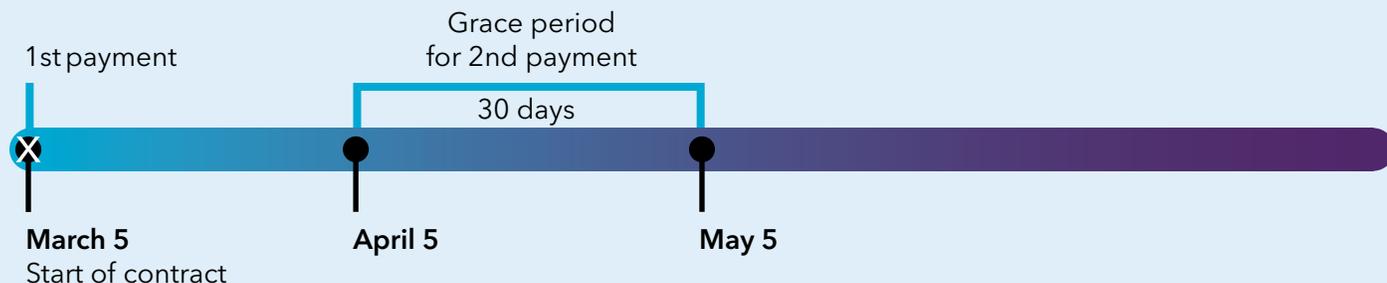


Question 11 - How do I make my payments and what happens if I'm late with a payment?

"TERMS OF PAYMENT"

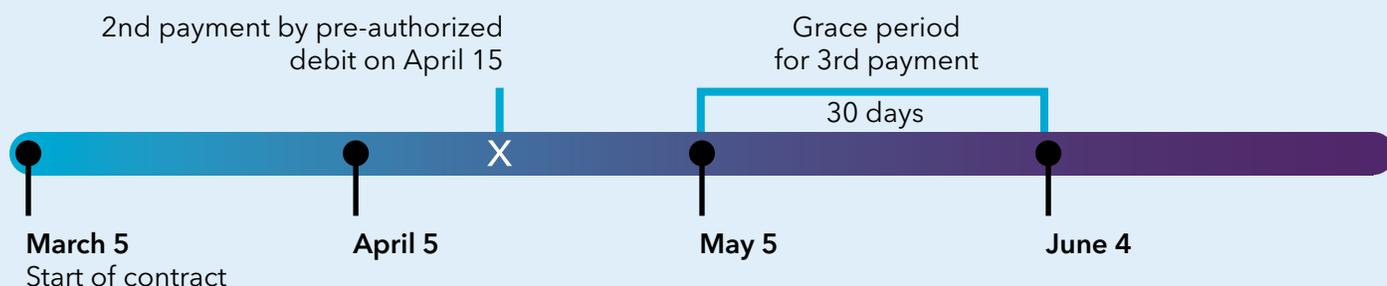
- Payments for this insurance must be made monthly by pre-authorized debit or credit card as selected by the contract owner.
- If your financial institution refuses the payment, it will not be made.
- In the case of a late payment, a grace period of 30 days is granted. This means you have up to 30 days after the date up until which your insurance has been paid to make your payment. You remain insured during this 30 day period. The payment due will be deducted from any benefit payable by Humania Assurance.
 - If, after the end of the grace period, the payment has not been made, the insurance contract will end. A new application will then have to be submitted in order to obtain coverage again.

Mary's contract starts on March 5. She makes her first monthly payment on that date. This first payment provides her with coverage from March 5 to April 5. Her grace period for her second payment runs from April 5 to May 5. Therefore, her next payment will have to be made before May 5 for her to keep her contract.



Mary decides to set up pre-authorized debits from her bank account on the 15th of each month. Her second monthly payment is made on April 15 by pre-authorized debit. This payment provides her with coverage up until May 5. Her grace period for her third payment runs from May 5 to June 4. Therefore, her next payment will have to be made by June 4 in order for her to keep her contract.

If she does not make her payment on time, by June 4, her contract will end. Mary will have to submit a new application for insurance. The amount of her payments may increase or she may no longer be eligible for coverage.



Question 12 - When could my payment amount change?

"GUARANTEE"

The amount of the payment that you must make to *Humania Assurance* is not guaranteed.

This means that *Humania Assurance* may modify the payment amount once a year, if necessary. For example, the payment may increase if the number of benefits paid to all *Hospitalization* Insurance clients is higher than the forecasts used to establish the payment amount.

Whether or not you submit a claim has no direct impact on your new payment amount. When necessary, adjustments are made for a group of contracts with similar specifications.

Question 13 - Who does what?

"PERSON INSURED, CONTRACT OWNER AND BENEFICIARY"

- The person insured is the person who is covered by the Accident Hospitalization Insurance contract. If the person insured is hospitalized following an accident, this will lead to the payment of benefits.
- The contract owner is the person who owns the insurance contract. He or she has the right to change the beneficiary and the payment method, and to cancel the contract. There may be more than one contract owner. In this case, any request to change the contract must be approved by all the contract owners.
- The beneficiary is the person who receives the benefits. By default, the beneficiary is the contract owner.
- You can refer to your Application for Insurance to see who is the person insured, the beneficiary and the contract owner. Please note that these individuals may change if the contract owner submits the applicable form to Humania Assurance.

A person can be the contract owner, person insured and beneficiary all at the same time. For example, if Sophie insures herself under an Accident Hospitalization Insurance contract, she will be the person insured, the contract owner and the beneficiary all at the same time.



Question 14 - How do I submit a claim?

"SUBMITTING A CLAIM"

- You must fill out a claim form, attaching the medical certificate issued by the physician, indicating the patient's name, diagnosis and detailed hospitalization dates, depending on the type of hospitalization (emergency/intensive care/short term), and send everything to us.
- You will find the claim form, our contact information and the instructions on the Humania Assurance website (www.humania.ca).
- You can contact Customer Service any time at 1-800-773-8404 if you need assistance.

If you are submitting a claim for a dependent child age 21 or older, who is a full-time student, you must attach proof of registration at an academic institution.

To speed up processing, make sure your claim is complete. You must pay any fees required to obtain this information.

Section B

Definitions

The terms in *italic* throughout this contract are defined as follows:

Accident

An event :

- occurring during the term of the contract;
- due to external, violent, sudden or unexpected causes; and
- independant of the *person insured's* control and of any deliberate act.

Beneficiary

The beneficiary is the person who receives the reimbursements. By default, the beneficiary is the *contract owner*.

Contract owner

The contract owner is the person who owns the insurance contract. He or she has the right to change the *beneficiary* and the *payment* method, and to cancel the contract.

Daily benefit

The amount payable per day of *hospitalization* as indicated in the Summary of Coverages in your contract.

Day surgery

A day surgery is a surgical procedure performed by appointment in a *hospital*, clinic or department affiliated with a *hospital*, that does not require *hospitalization* and for which the *person insured* is admitted and discharged on the same day as the procedure. The day surgery must take place in Canada.

Hospital

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

Not considered a hospital: a clinic, a nursing home, an institution whose services consist primarily of *rehabilitation* or sitting services, even if this institution is part of or affiliated with a hospital.

Hospitalization

A stay by a *person insured* in a *hospital*, as an inpatient, further to an admission request by a *physician*, for a period of at least 18 hours.

Humania Assurance or Insurer

Humania Assurance Inc., having its head office at 1555 Girouard Street West, P.O. Box 10000, Saint-Hyacinthe, Quebec J2S 7C8.

Payment

The amounts paid to *Humania Assurance* to obtain and maintain the insurance coverages.

Person insured

The person insured is the person who is covered by the *Accident Hospitalization* Insurance contract. If the person insured is hospitalized following an *accident*, this will lead to the *payment* of benefits.

Physician

Any person legally authorized to practise medicine in Canada within the scope of his or her medical degree (MD), and who does not have a family or business relationship with the person insured or the contract owner.

Rehabilitation

Stay by a person insured in a physical rehabilitation unit of a centre recognized by the applicable Canadian federal or provincial authorities, and on the recommendation of a physician. This does not include addiction and psychosocial treatment centres.

You, Your

Refers to the person insured, the contract owner or the beneficiary, depending on the context. For more details on each of these roles, please refer to **Question 13 - Who does what?**

Section C

Statutory Conditions

An insurance contract is highly regulated. In order to protect consumers, most provinces and territories require insurers to have specific clauses which must be included as is in an insurance contract. Here are these mandatory clauses:

(note that if your contract includes Accident Hospitalization Insurance, any reference to an illness does not apply to you.)

The contract

Sections A to D of this contract, your Application for Insurance, and any amendments to the contract agreed upon in writing constitute the entire contract. No adviser or other agent has authority to change the contract or waive any of its provisions.

The insurer is required, upon request, to provide the contract owner or a claimant under the contract with a copy of your Application for Insurance.

Material facts

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

Notice and proof of claim

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

- a) give written notice of claim to the insurer:
 - (i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province, or
 - (ii) by delivery thereof to an authorized agent of the insurer in the province;no later than thirty (30) days from the date a claim arises under the contract on account of an accident or an illness;
- b) within ninety (90) days from the date a claim arises under the contract on account of an accident or illness, furnish to the insurer such proof as is reasonably possible in the circumstances of the occurrence of the accident or the commencement of the illness, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary, if relevant;
- c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident or illness for which claim may be made under the contract.

Failure to give notice or proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if:

- a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the illness if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed;

b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

Obligation of the Insurer to furnish claim forms

The insurer shall furnish claim forms to any contract owner or claimant upon request. However, if a claimant has not received the forms within fifteen (15) days, the claimant may submit proof of claim in the form of a written statement outlining the cause or nature of the accident giving rise to the claim and the extent of the loss.

Right of examination

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

- a) the claimant shall afford to the insurer an opportunity to examine the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- b) in the case of the death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

Claims

Any benefit payable by the insurer under this contract shall be paid within sixty (60) days after it has received any document or information required.

Prescription

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 Limitations Act or any other applicable statute

Section D

General Conditions

Contract start date

This insurance contract takes effect from the start date of your contract as shown in the **Summary of Coverages**, provided the first payment has been made.

Grace period

There is no grace period for the first payment, as it must be made for the insurance contract to take effect. If Humania Assurance does not receive the first payment when due, this contract will be treated as if it had never been issued.

A grace period of 30 days is granted for other payments. If the payment has not been made after the grace period, the contract will no longer be in effect and will terminate without value.

If you are hospitalized during the grace period, any payment due will be deducted from the benefits paid by Humania Assurance.

Dividends and cash value

The contract owner is not eligible to receive dividends under this insurance contract. This insurance contract has no cash value.

Disclosure

The person insured, the contract owner and the beneficiary are required to cooperate fully with Humania Assurance and shall disclose to Humania Assurance in the application and any written statements or answers given as evidence of insurability, in the claim and in the event of a hospitalization, every fact within the person's knowledge that is material to the insurance and is not disclosed by the other.

The person insured, the contract owner and the beneficiary shall also sign any form or other document allowing Humania Assurance to obtain any information it deems relevant.

Subject to the provisions of this contract pertaining to incontestability and inaccurate age, a failure to disclose or a misrepresentation of such a fact in the application or in any written statements or answers furnished as evidence of insurability shall render this contract voidable by Humania Assurance.

Incontestability

Where this contract has been in effect continuously for two years with respect to a person insured, a failure to disclose or a misrepresentation of a fact with respect to that person does not, except in the case of fraud, render the contract voidable by Humania Assurance.

Inaccurate age

If, because of an error or otherwise, the age communicated to Humania Assurance to establish this contract is inaccurate, Humania Assurance may not void this contract. However, the reimbursements payable will be adjusted to reflect the true age of the person insured.

Waiver

Humania Assurance shall not be deemed to have waived a condition contained in this contract, either wholly or partially, unless such waiver is clearly expressed in a written instrument signed by *Humania Assurance*.

Change of *beneficiary*

Subject to compliance with requirements of applicable law, the *contract owner* may at any time designate, change or revoke a *beneficiary*. For a change of *beneficiary* to be recognized, *Humania Assurance* must receive written notice of that change.

Humania Assurance bears no responsibility with respect to the validity of a *beneficiary* designation.

Payment of benefits to the *beneficiary*

Benefits will be paid to the *contract owner*, unless a notice to the contrary is submitted in writing to *Humania Assurance*.

Reimbursement

No cheque in reimbursement of *payments* will be issued for amounts of less than \$20.

Currency

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

Right of cancellation

The *contract owner* may obtain cancellation of this contract, within 15 days after receipt thereof or within 60 days after the contract start date. When a written and signed cancellation request is received by *Humania Assurance* within these periods, any premium collected under the contract will be reimbursed to the *contract owner*.

Compliance with the law

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