

ACCIDENT AND ILLNESS 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

Hospitalization Insurance

COVERAGES

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

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

\$X

Your payment amount is not guaranteed (see Question 11 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:
 - 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>Hospitalization Insurance</u>	5
Question 1 - What is a <u>hospitalization</u> ?	5
Question 2 - How much will I get if I'm hospitalized?	6
Question 3 - How much will I get if I have <u>day surgery</u> ?	7
Question 4 - How much will I get if I'm admitted to a <u>rehabilitation</u> centre?	7
Question 5 - What exclusions and restrictions apply?	8
Question 6 - I have other insurance; will I still receive benefits?	8
Question 7 - Can I be covered under more than one insurance contract?	9
Question 8 - What is the duration of coverage under my contract?	9
Question 9 - When does my contract end?	10
Question 10 - How do I make my <u>payments</u> and what happens if I'm late with a <u>payment</u> ?	10
Question 11 - When could my <u>payment</u> amount change?	11
Question 12 - Who does what?	12
Question 13 - How do I submit a claim?	12
Section B - Definitions	13
Section C - Statutory Conditions	15
Section D - General Conditions	17
Appendix A - Information about <u>your</u> Application for Insurance	A1
Appendix B - <u>Your</u> Insurability Questionnaire	B1

Section A

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.

Samuel has terrible stomach pains, dizziness and nausea. He decides to call an ambulance because he's very worried and can't drive himself to the hospital. When he arrives at the hospital, he is assessed by a nurse in triage. Since his life is not in danger and he does not require immediate treatment, he is sent back to the waiting room.

After several hours, Samuel is seen by a physician, who decides to do an X-ray. Since the X-ray results do not allow the physician to make a definite diagnosis, he requests an abdominal ultrasound. Since it's night time, the ultrasound will have to wait until the next morning. Samuel spends the night on a stretcher in the emergency room. Following the ultrasound, the physician decides to admit him.

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

Samuel 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 - How much will I get if I'm hospitalized?

A - "HOSPITALIZATION BENEFIT"

You will receive your daily benefit amount (as stated in your Summary of Coverages) for each day of your hospitalization.

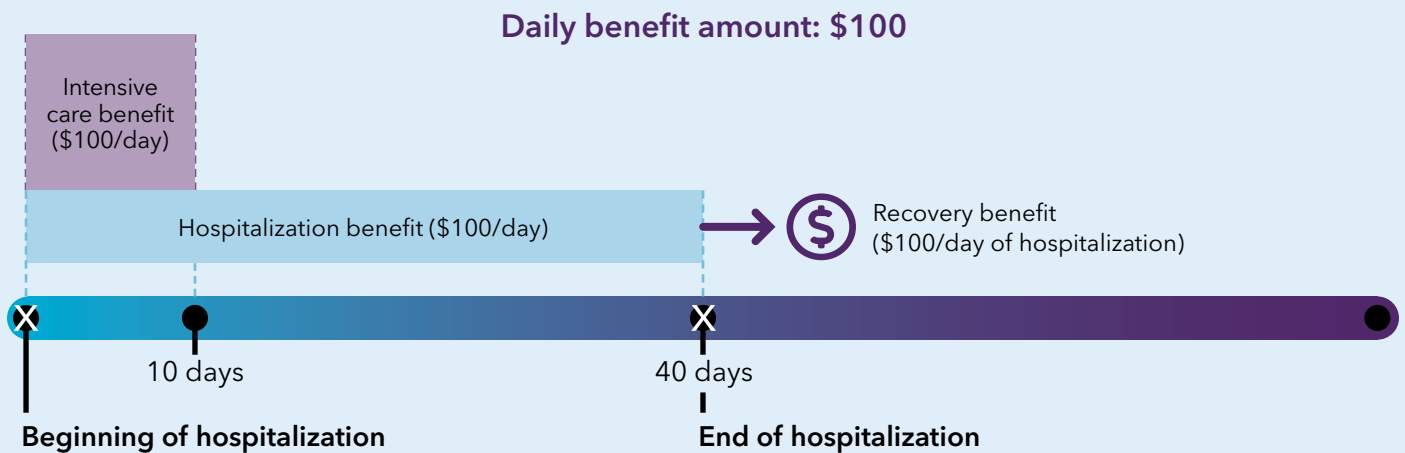
B - "INTENSIVE CARE BENEFIT"

You will receive an extra daily benefit amount (as stated in your Summary of Coverages) for each day of your 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 your 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:



Hospitalization benefit	\$100	x	40 days	=	\$4,000
Intensive care benefit	\$100	x	10 days	=	\$1,000
Recovery benefit	\$100	x	40 days	=	\$4,000
Total					\$9,000

Question 3 - How much will I get if I have day surgery?

"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.

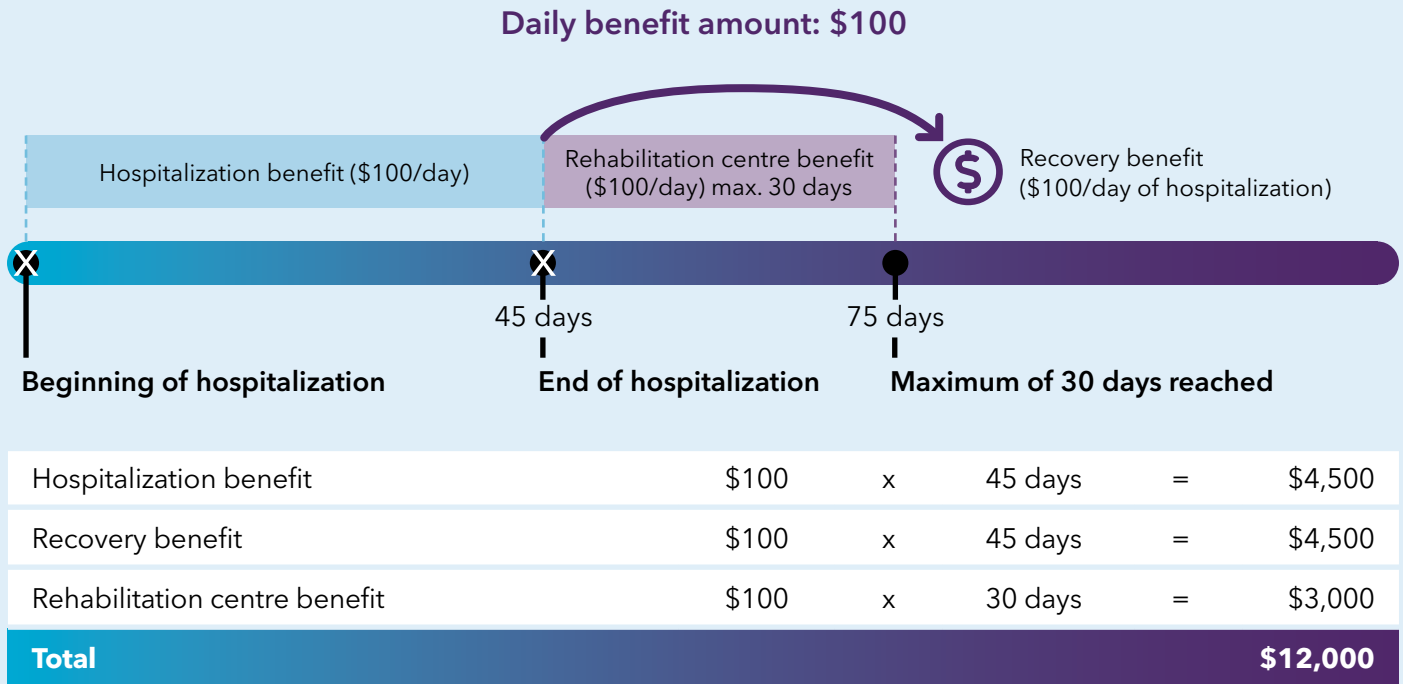
Question 4 - How much will I get if I'm admitted to a rehabilitation centre?

"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 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 5 - 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:

- 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;
- a pregnancy, delivery or miscarriage occurring during the first nine months of the contract.

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 6 - 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.

Sophie is hospitalized following an illness. 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 or reimbursement under another insurance contract.



Question 7 - 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 8 - 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 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 9 - 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 10 - 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 a 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.

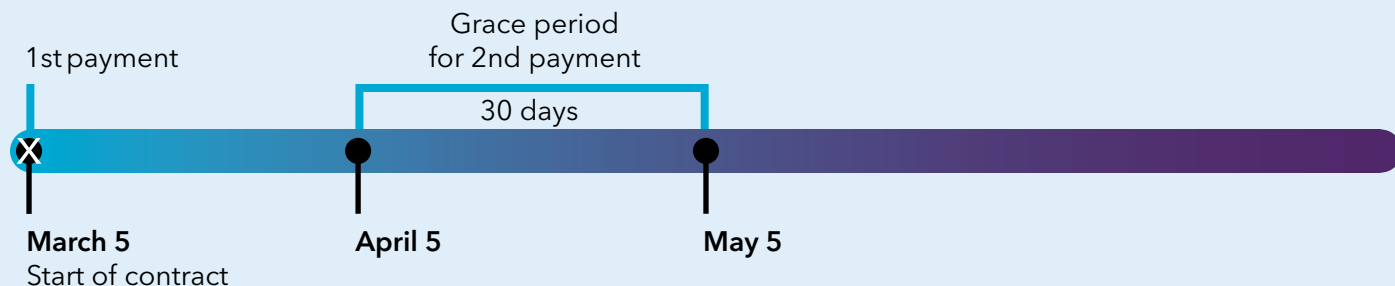


Question 10 - How do I make my payments and what happens if I'm late with a payment?

"TERMS OF PAYMENT"

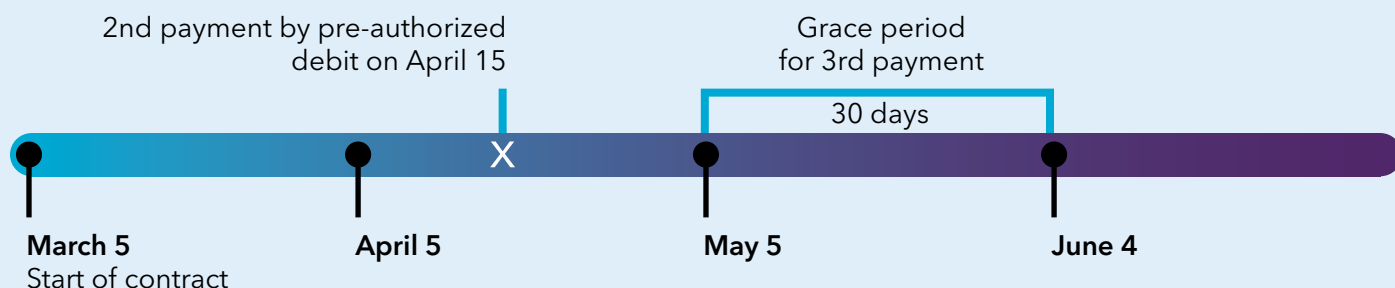
- Payments for this insurance must be made monthly by pre-authorized debit or credit card as selected by the contract owner.
- If your financial institution refuses the payment, it will not be made.
- In the case of a late payment, a grace period of 30 days is granted. This means you have up to 30 days 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 11 - 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 12 - Who does what?

"PERSON INSURED, CONTRACT OWNER AND BENEFICIARY"

- The person insured is the person who is covered by the Hospitalization Insurance contract. If the person insured is hospitalized, 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 beneficiary.
- 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 a Hospitalization Insurance contract, she will be the person insured, the contract owner and the beneficiary all at the same time.



Question 13 - 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:

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 eighteen (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 Hospitalization Insurance contract. If the person insured is hospitalized, 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 12 - 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:

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 the 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.

Rights 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.