

Part A

Definitions

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

Accident (or Accidental)

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

Activities of Daily Living

Series of day-to-day actions carried out by a person in relation to eating, getting dressed, moving around, bathing, going to the bathroom, and being continent:

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

Average Monthly Earned Income

The greater of the *Earned Income* for the last **fiscal year** before the onset of Disability, divided by twelve (12), the average annual *earned Income* for the best three (3) of the past five (5) years, divided by twelve (12) and \$1,111.11.

For an individual, the fiscal year is the period corresponding to the calendar year, i.e. the period beginning on January 1st and ending on December 31st.

For a company, the fiscal year is the period corresponding to the financial year, i.e. the accounting period between the first day of the operating year and the day on which the year ends. It cannot exceed 12 months.

Beneficiary

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

Care of a Physician

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

Coordinated

That has been the subject of coordination, in accordance with the General Provisions of this *Policy*.

Cost of goods sold

Also known as the cost of contracts or cost of products, any disbursements incurred for the performance of the work or professional services, including, but not limited to, inventory, subcontracting and leasing, as well as equipment or rolling stock maintenance, along with any costs or disbursements incurred on behalf of customers.

Day Surgery

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

Earned Income

All amounts that the Insured receives in return for services rendered, less the usual business expenses but before deduction of income tax. Earned Income includes salaries, bonuses, professional fees, commissions, gratuities and any other income from Employment.

For a business owner or a professional, Earned Income is the greater of the following:

- The aggregate income paid to him or her from that business on account of his or her professional activities, plus his or her share of the business's Net Profits; or
- 50% of his or her share of the business's Gross Profits.

LIMITATIONS

Earned Income excludes any income that is not derived directly from Work, such as interest income, rent, copyright, royalties, investment income, and any income from pension plans, annuity contracts, profit sharing plans, deferred compensation plans or any other income not received directly in return for a service provided. Dividends, whether related to or not related to Work, are not considered Earned Income.

Use of the company's gross profits is not allowed if the company posted a net loss for two or more consecutive years immediately before the disability.

Eligible Benefit

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

Gross Profit of the company

Means, for a full fiscal year, a company's revenue minus :

- The cost of goods sold;
- The gains realized from a transaction outside the normal course of business; and
- Any business expense item related to salaries and payroll taxes, excluding the salaries and payroll taxes of the Insured.

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).

The following are not considered a Hospital: a clinic, a nursing home, a substance abuse treatment facility, or an institution whose services consist primarily of rehabilitation or custodial care, even if the institution is part of or affiliated with a Hospital.

Hospitalization

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

Insured

The person designated as such in the application.

Insurer

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

Injury

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

Maximum Benefit Period

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

Net Profit of the company

Means, for a full fiscal year, the income generated by the company after business expenses (excluding depreciation) and before the various mandatory government taxes and contributions.

Occupation; Employment; Work

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

Partial Disability (or Partially Disabled)

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

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

Physician

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

Policy

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

Policyowner

The person who owns this Policy.

Risk Class

The characteristics of the Insured that determine the premium rate for a coverage. The Risk Class is based on the Insured's Occupation.

Soft Tissue Injury

Refers to the following conditions, when they do not result directly from an Accident:

- Bursitis;
- Capsulitis;
- Chondromalacia;
- Contusion;
- Costochondritis;
- Strain;
- Sprain;
- Epicondylitis (medial and lateral);
- Fasciitis;
- Umbilical hernia, inguinal hernia or herniated disc;
- Ligamentitis;
- Rotator cuff injury;
- Carpal tunnel syndrome;
- Tarsal tunnel syndrome;
- Patellofemoral syndrome;
- Tendinitis.

Total Disability (or Totally Disabled)

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

- During the Waiting Period and the thirty-six (36) months immediately following the Waiting Period: the inability of the Insured, due to an Accident or a Soft Tissue Injury, to perform the main duties of his or her Occupation at the onset of Disability and who, during that period, is not engaged in any other gainful activity and is under the continuous and appropriate treatment and Care of a Physician;
- From the thirty-seventh (37th) month, if applicable: the inability of the Insured, due to an Accident or a Soft Tissue Injury, to perform any gainful Occupation that he or she is reasonably qualified to perform based on his or her education, training or experience, while under the continuous and appropriate treatment and Care of a Physician.

For an Insured who has been unemployed for more than ninety (90) days at the onset of Disability, or where the Disability begins after the Policy anniversary date following the Insured's seventieth (70th) birthday, Total Disability means the inability of the Insured, due to an Accident, to perform at least one of the Activities of Daily Living, while under the continuous and appropriate treatment and Care of a Physician.

Waiting Period

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

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

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

Part B

Total Disability Benefit

1. Benefits

INJURY

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

During the first thirty-six (36) months of benefit payments, the eligible Disability benefit shown in the Schedule of Benefits will not be Coordinated with any other income replacement insurance from a company or a private, public or parapublic organization, up to the first two thousand five hundred dollars (\$2,500) of monthly benefits payable for all Disability coverages that the Insured has with the Insurer.

After the first thirty-six (36) months, the benefits payable will become fully Coordinated. Disability benefits will then be based on the Insured's Average Monthly Earned Income, up to the Insured maximum amount shown in the Schedule of Benefits.

SOFT TISSUE INJURY

Each month, the Insurer will pay the Insured, while Totally Disabled as a result of a Soft Tissue Injury, the Eligible Benefit shown in the Schedule of Benefits, subject to the Waiting Period and for a period not exceeding sixty (60) days per episode and a maximum of three hundred and sixty-five (365) days for the duration of the contract.

The Total Disability benefit shown in the Schedule of Benefits will not be Coordinated with any other insurance from a company or a private, public or parapublic organization, up to the first two thousand five hundred dollars (\$2,500) of monthly benefits payable for all coverages that the Disability Insured has with the Insurer.

2. Limitations

The maximum benefit for all Disability coverages that the Insured has with the Insurer cannot be greater than twelve thousand dollars (\$12,000) per month.

If, by mistake, the sum of all benefits for all Disability benefits selected are greater than this amount, the Insurer will pay a maximum benefit of twelve thousand dollars (\$12,000), cancel the contracts that exceed twelve thousand dollars (\$12,000) in Disability benefits, and reimburse the overpayments made.

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

3. Assumed Total and Permanent Disability

If, as a result of an Accident, the Insured sustains the total and permanent loss of use of two limbs or one sense, as described below, the Insured will be considered to be Totally Disabled, whether or not he or she holds other Employment and whether or not he or she is under the regular Care of a Physician.

Total and permanent loss of use of two limbs or one sense among those listed below is defined as:

- **One hand, one foot:** complete severance at or above the wrist or ankle joint; where there is no severance, total and permanent loss of use of the hand or foot;
- **Hearing:** total and irreversible loss of hearing in both ears, with a hearing threshold of 90 decibels or more within a speech threshold of 500 to 3,000 cycles per second, confirmed by an otolaryngologist registered and licensed to practise in Canada and practicing in Canada;
- **Sight:** total and irreversible loss of sight in both eyes (visual acuity of twenty over two hundred [20/200] or less, or a field of vision of less than twenty [20] degrees).

4. Hospitalization

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

5. Changes to Coverage

Effective from the Policy anniversary date following the Insured's seventieth (70th) birthday, the Total Disability benefit will change as follows:

- The Maximum Benefit Period for Total Disability due to an Accident will change to two (2) years from the onset of Disability, even if the Disability began before attaining the age of seventy (70) when the Maximum Benefit Period shown is greater than two (2) years;
- The Total Disability Benefit at that date will reduce by 50% up to two thousand dollars (\$2,000).

6. Termination of Total Disability Coverage

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

7. General Provisions

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

Part B

Partial Disability Benefit

1. Benefits

INJURY

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

The Partial Disability benefit shown in the Schedule of Benefits will not be Coordinated with any other income replacement insurance from a company or a private, public or parapublic organization, up to the first one thousand two hundred and fifty dollars (\$1,250) of monthly benefits payable for all Disability coverages that the Insured has with the Insurer.

SOFT TISSUE INJURY

No Partial Disability benefit is payable.

2. Limitations

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

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

3. Termination of Partial Disability Coverage

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

- The Policy termination date specified in the General Provisions of this Policy; or
- The Policy anniversary date following the Insured's seventieth (70th) birthday.

4. General Provisions

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

Part B

Accidental Death, Dismemberment or Total Loss of Use Benefit

1. Benefits

DEATH

If the Insured dies as a result of an Accidental Injury, the Insurer will pay the benefit shown in the Schedule of Benefits, provided the Policy is in force and the death occurs within three hundred and sixty-five (365) days immediately following the date of the Accident.

DISMEMBERMENT OR TOTAL LOSS OF USE

While the Policy is in force and in the event of dismemberment or total loss of use resulting from an Accidental Injury, the Insurer will pay the following percentage of the dismemberment benefit shown in the Schedule of Benefits:

Types of Dismemberment or Total Loss of Use	Refundable Percentage
Both (2) feet or both (2) hands	100%
One (1) hand and one (1) foot	100%
One (1) hand and sight in one (1) eye	100%
One (1) foot and sight in one (1) eye	100%
Hearing in both (2) ears and speech	100%
Sight in both (2) eyes	100%
One (1) foot or one (1) hand	50%
Hearing in both (2) ears or speech	50%
Sight in one (1) eye	12.5%
Hearing in one (1) ear	12.5%
Two (2) or more phalanges of the same finger or same toe	2.5%

2. Definitions

Dismemberment or Total Loss of Use

- **Hand or foot:** complete severance at or above the wrist or ankle joint; where there is no severance, total and permanent loss of use of the hand or foot;
- **Speech:** diagnosis of total and irreversible loss of the ability to speak. A diagnosis of loss of speech must be made by a specialist;
- **Eye:** total and irreversible loss of sight in one (1) eye (visual acuity of twenty over two hundred [20/200] or less, or a field of vision of less than twenty [20] degrees);
- **Hearing:** total and irreversible loss of hearing in both (2) ears, with a hearing threshold of 90 decibels or over within a speech threshold of 500 to 3,000 cycles per second, confirmed by an otolaryngologist registered and licensed to practise in Canada and practising in Canada;
- **One (1) finger or one (1) toe:** complete severance of two (2) or more phalanges of the same finger or same toe.

3. Limitations

If the Insured dies as a result of Accidental Injuries for which an accidental death benefit is payable under this Policy, no benefit will be payable for dismemberment or loss of use suffered by the Insured as a result of the same Accident.

Benefits are not cumulative. If a single Accident results in multiple dismemberments or losses, the Insurer will pay only for the dismemberment or loss giving rise to the largest amount.

The benefit for total loss of use is payable if the loss persists beyond the period of three hundred and sixty-five (365) days immediately following the date of the Accident.

Total benefits for dismemberment or total loss of use cannot exceed one hundred percent (100%) of the benefit for dismemberment or total loss of use shown in the Schedule of Benefits.

Any dismemberment or loss of use that already exists on the date the Policy is issued will not be considered a loss covered under this benefit.

The total benefit payable by the Insurer to the Insured cannot be greater than three hundred thousand dollars (\$300,000) for dismemberment or total loss of use resulting from an Accident. If the amount of insurance held by an Insured is greater than three hundred thousand dollars (\$300,000) for dismemberment or total loss of use resulting from an Accident, regardless of the number of coverages in effect with Humania Insurance Inc., the Insurer will pay only a single benefit equal to that entitling the Insured to the highest amount. Premiums received for dismemberment or loss of use coverage for which no benefit is paid will be reimbursed to the Policyowner.

4. Termination of Coverage

This coverage terminates on the earliest of the following dates:

- The Policy termination date specified in the General Provisions of this Policy;
- The Policy anniversary date following the Insured's seventieth (70th) birthday.

5. General Provisions

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

SPECIMEN

Part B

20-Year Premium Refund Benefit

1. Benefits

Under this coverage, the Insurer will refund the percentage of Refundable Premiums for the Refund Period shown in the Schedule of Benefits of the 20-Year Premium Refund Benefit, provided the Insured is still alive at the date of entitlement to the refund. This refund will be made to the Policyowner within sixty (60) days following the refund entitlement period.

LIMITATIONS

The refund applies to coverages issued prior to attainment of age forty-six (46) and to coverages that have not been cancelled at the Policyowner's request.

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

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

EXCLUSIONS

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

2. Definitions

Refund Period

The period of twenty (20) consecutive years of coverage beginning at the effective date of each coverage, during which no benefit has been paid or would have been payable under the coverages of this Policy. If the Insurer pays a benefit of any kind, a new Refund Period begins to elapse at the date on which the next premium is payable following the date of the last benefit payment, provided the Insured is under age 46.

Premiums Paid

Premiums paid by or on behalf of the Policyowner to the Insurer, for each coverage under the Policy where the benefit amount has not been reduced by more than twenty-five percent (25%) at the Policyowner's request.

If the benefit amount has been reduced by more than twenty-five percent (25%) at the Policyowner's request, the resulting premium will be considered the premium paid from the start date of the Refund Period.

Refundable Premiums

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

3. Termination of Coverage

This coverage terminates at the earliest of the following dates:

- The date on which the shortest *Waiting Period* under the *Policy* is changed to more than ninety (90) days;
- The *Policy* termination date specified in the General Provisions of this *Policy*;
- The *Policy* anniversary date following the *Insured's* sixty-fifth (65th) birthday.

4. General Provisions

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

SPECIMEN

Part C

General Provisions

1. Contract

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

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

2. Effective date

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

3. Disability Benefit

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

ONSET OF DISABILITY

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

DISABILITY ADJUSTMENT

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

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

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

COORDINATION

If the benefits payable under this Policy and any income replacement insurance from a company or a private, public or parapublic organization and any sum or amount that the person insured receives under government plans total more than ninety percent (90%) of the Insured's Average Monthly Earned Income, the Disability benefits payable will then be reduced so that the total of all benefits does not exceed such ninety percent (90%).

Where lump-sum or retroactive payments are made to the Insured, the Insured will be required to reimburse the Insurer any amounts that would not have been payable by the Insurer on account of the Coordination of Benefits.

If the Insured fails or refuses to exercise his or her rights under government plans or an insurance plan through any company or private, public or parapublic organization, the Insurer will assess the amount of benefits to which the Insured would have been entitled and reserves the right to reduce the monthly benefits payable to the Insured accordingly.

RECURRENT DISABILITY

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

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

For an Insured who has been unemployed for more than ninety (90) days at the onset of Disability, if the Insured becomes disabled again after being able to perform all his or her Activities of Daily Living and without having received disability benefits under this contract for a period of at least six (6) consecutive months, the Disability will be considered a new Disability, even if it is due to the same or a related cause. The Waiting Period and the Maximum Benefit Period specified in the Schedule of Benefits will apply again.

REHABILITATION

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

DEATH BENEFIT

If the Insurer dies while in receipt of Disability benefits, the Insurer will pay the Beneficiary a lump sum equal to five (5) times the monthly benefit amount that was being paid at the time of death, up to a maximum of ten thousand dollars (\$10,000).

MULTIPLE CAUSES OF DISABILITY

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

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

4. Premiums

This Policy has a level premium up to the Policy anniversary date following the Insured's seventieth (70th) birthday. The level premium rate is based on the Insured's Risk Class on the date the coverage is issued. On the Policy anniversary date following the Insured's seventieth (70th) birthday, the premium will be adjusted according to the rates established by the Insurer at the time of the change in coverage. The only other possible increases are adjustments to reflect experience.

ADJUSTMENTS TO REFLECT EXPERIENCE

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

METHOD OF PAYMENT

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

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

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

The Insurer will deduct outstanding premiums from any amount payable.

5. Waiver of Premium

While the Insured is eligible to receive benefits as a result of a Disability, the Insurer will waive the payment of premiums falling due according to the method of payment in effect at the onset of Disability.

Waiver of premiums will end on the date the Insured is no longer eligible to receive Disability benefits.

6. Exclusions

NO BENEFIT WILL BE PAYABLE FOR DISABILITY THAT RESULTS FROM:

- Attempted suicide or intentionally self-inflicted Injury or dismemberment, whether the Insured is sane or insane;
- Participation by the Insured in the commission or attempted commission of an assault or criminal offence, or driving a motor vehicle or piloting a boat while under the influence of narcotics or while his or her blood alcohol concentration exceeds the legal limit;
- Alcohol abuse, or the use of hallucinogens, drugs or narcotics;
- Service, whether or not as a combatant, with armed forces engaged in surveillance, training, peacekeeping, insurrection, war (whether or not declared) or any related act, or participation by the Insured in a popular uprising;
- Injuries sustained during air travel, unless the Insured is a passenger on an aircraft used by a common carrier;
- Cosmetic surgery or a surgical procedure not required by the Insured's health condition, and any complication resulting therefrom;
- Experimental treatments and treatments involving the use of new procedures or therapies that are not yet in mainstream use;
- Training for or participation in professional sports or motor vehicle speed contests;
- An Injury obtained during the 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, mountain or rock climbing with or without ropes, and participation in rodeos or ultimate fighting competitions;
- Refusal by the Insured of any treatment or medication deemed necessary for his or her condition, or refusal to submit to a medical examination required by his or her condition;
- Refusal by the Insured to submit to a rehabilitation program recommended by the attending physician or to actively participate in a rehabilitation program previously approved by the Insured and the Insurer;
- False or repetitive movements in the course of routine Work or daily activities, except in the case of a Soft Tissue Injury as defined in this Policy;
- A physical or mental Disability or an illness of any kind, either directly or indirectly.

NO DISABILITY BENEFIT WILL BE PAYABLE FOR:

- Any period during which the Insured is receiving a salary, except as part of a Partial Disability and/or rehabilitation plan approve by the Insurer;
- Any period during which the Insured is incarcerated in a penitentiary or a government detention facility.

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

7. Age

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

8. Termination of Policy and Coverages

THIS POLICY TERMINATES ON THE EARLIEST OF:

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

9. Incontestability

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

10. Reinstatement

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

11. Change of Beneficiary

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

12. Assignment

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

13. Notice and proof of claim

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

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

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

The Insurer reserves the right to require that the Insured undergo any examination(s) it may consider necessary by a Physician of its choice. Refusal to do so will deprive the person of the right to receive benefits.

In the event of the Insured's death, the Insurer may, if permitted under applicable law, require an autopsy and any failure to satisfy that request will give the Insurer grounds to refuse payment of the benefit.

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

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

14. Payment under the Policy

Disability benefits are payable to the Insured.

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

15. Reimbursement

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

16. Legal currency

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

17. Right to cancel

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

18. Compliance with the law

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

19. General Provisions

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

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