

Group Mandatory Critical Illness Insurance

Issued by: Chubb Life Insurance Company of Canada

CHUBB®

Insuring Agreement

In consideration of the Application for Group Insurance, the Policy Schedule, payment of premiums when due, We have issued this Group Policy to the Policyholder. We agree to pay the benefits described in this Group Policy, subject to all of its terms, conditions and limitations.

This Group Policy (herein after referred to as "the Policy") goes into effect on the Effective Date shown in the Policy Schedule.

In this Policy, "the Policyholder" means the group master Policyholder named in the Policy Schedule and "We", "Us" or "Our" means Chubb Life Insurance Company of Canada.

IN WITNESS WHEREOF, Chubb Life Insurance Company of Canada has caused this Policy to be signed by its President in the City of Toronto, Ontario



A. Andrew Hollenberg, President
Chubb Life Insurance Company of Canada
199 Bay Street, 24th Floor, Toronto, Ontario, M5L 1E2

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Policy Schedule

Policyholder: Kwantlen Student Association	Policy No: CI10385601
	Effective Date: September 01, 2009
	Reissue Date: March 1, 2020
	Anniversary Date: September 1 st
	Premium Due Date: 1 st of each month
Eligibility & Class Description:	All eligible members enrolled in the Policyholder's Health Plan under age 65, who have satisfied the waiting period as determined by the Policyholder and are Canadian residents.
Termination Age:	Upon attainment of age 65 or earlier retirement.

Schedule Of Coverage

Benefits	Benefit Maximums
Critical Illness Diagnosis Benefit	\$5,000
Cancer Recurrence Benefit	Equal to the Critical Illness Diagnosis Benefit
Partial Payment Benefits Ductal Carcinoma in Situ (DCIS) & Early Stage Prostate Cancer (T1a or T1b) Treatment	20% of the Critical Illness Diagnosis Benefit, to a maximum of \$20,000
Hip or Knee Replacement Surgery	10% of the Critical Illness Diagnosis Benefit, to a maximum of \$10,000
Second Event Benefit	Equal to the Critical Illness Diagnosis Benefit
Critical Care Expense Allowance Benefit	Not Included
Survival Period	30 days
Cancer Moratorium	90 days following the Insured's effective date of coverage
Pre-Existing Medical Condition Period	0 months
Waiver of Premium	Not Included

Premium Rates

Frequency: Monthly

Premium Rate: \$0.36/Insured/month

Effective Date of Coverage

For Insureds who are Actively at Work, the insurance becomes effective on the later of:

- 1) the Effective Date; or
- 2) the date the Insured becomes eligible.

If the Insured is not Actively at Work when the insurance would have otherwise become effective, the insurance will take effect on the date the Insured is once again Actively at Work.

Insured Changes

Class Changes

If an Insured changes from one class to another class, the Policyholder must advise Us in writing within 31 days of the change. The change will take effect on the effective date of the class change and any change in premium will be reflected on the following month's billing or premium statement.

If the Policyholder neglects to mention the change and a claim is presented, We will pay the benefit for the lesser of the two classes.

Changes to Insurance Amounts

An increase or decrease in the amount of insurance for an Insured will take effect on the first of the month following advice to Us by the Policyholder, provided the Insured is Actively at Work.

Termination of Coverage

Termination of this Policy by the Policyholder

The Policyholder may terminate this Policy at any time by giving Us written notice of termination. Notice must be received by Us at least 30 days prior to the requested termination date.

Termination of this Policy by Us

We may terminate this Policy:

- 1) on the date the Grace Period expires, without notice; or
- 2) at any time prior to the Anniversary Date, by giving the Policyholder 30 days written notice of termination.

Termination of coverage for an Insured

Coverage for an Insured under this Policy terminates on the earliest of the following:

- 1) the date this Policy terminates;
- 2) the date an Insured ceases to be eligible under this Policy;
- 3) the date of payment of the Second Event Benefit.

Reinstatement of Coverage

If an Insured is re-hired by the Policyholder within six months of termination of insurance under this Policy due to termination of employment, the insurance under this Policy will be effective as of the reinstatement date, however:

- 1) the Insured will not be required to satisfy another eligibility waiting period; and
- 2) any period already satisfied under the Cancer Moratorium and Pre-Existing Medical Condition Period, as applicable, will be carried forward.

If more than six months has elapsed since the termination of the Insured, all applicable waiting and eligibility periods will apply.

Benefits

This Policy provides the following benefits:

1. Critical Illness Diagnosis Benefit
2. Cancer Recurrence Benefit
3. Partial Payment Benefit
4. Second Event Benefit

All benefits provided under this Policy must be due to a diagnosis or treatment which occurs after the Effective Date and while the Insured is covered under this Policy. There are certain limitations and exclusions that apply, please see the Exclusions & Limitations section of this Policy.

1. Critical Illness Diagnosis Benefit

If an Insured is diagnosed with or meets the definition of an Insured Condition, and satisfies the survival period shown in the Policy Schedule or such longer period of time set out in the description of the Insured Condition, We will pay the Critical Illness Diagnosis Benefit amount stated in the Policy Schedule.

One Payment

We will only pay the benefit amount once, even if an Insured is diagnosed with, or suffers from more than one of the Insured Conditions, except for Cancer Recurrence, or as outlined under the Second Event and Partial Payment Benefits.

Insured Conditions

Alzheimer's Disease, Aorta Surgery, Benign Brain Tumour, Blindness, Cancer, Coma, Coronary Artery Bypass Surgery, Deafness, Dismemberment, Heart Attack, Heart Valve Replacement, Loss of Independence, Loss of Speech, Major Organ Failure, Major Organ Transplant, Motor Neuron Disease, Multiple Sclerosis, Occupational HIV Infection, Paralysis, Parkinson's Disease, Severe Burns and Stroke.

2. Cancer Recurrence Benefit

If an Insured has already been diagnosed with Cancer and, while still insured under this Policy, receives the diagnosis of Cancer Recurrence We will pay the Cancer Recurrence Benefit amount stated in the Policy Schedule, if the following conditions have been met:

- More than 60 months have passed since the previous Cancer diagnosis; and
- No medical or therapeutic procedure prescribed, performed or recommended by a Physician including, but not limited to, prescribed medication and surgery related to any type of cancer or symptom of cancer within the 60 month period (this does not include preventive medications and follow up visits to the doctor).

3. Partial Payment Benefit

If an Insured is diagnosed with or meets the definition of a Partial Payment Insured Condition and survives a period of 30 days following the date of diagnosis or treatment of the Partial Payment Insured Condition, We will pay the Partial Payment Benefit amount stated in the Policy Schedule.

Partial Payment Insured Conditions are not deemed to be Insured Conditions, nor do they fall under the category of Insured Conditions for the purposes of the Second Event Benefit. Payment of a Partial Payment Benefit does not reduce the amounts of eligible payments from other benefits provided under this Policy.

Partial Payment Insured Conditions

DCIS (Ductal Carcinoma in Situ), Early Stage Prostate Cancer (T1a or T1b) Treatment and Hip or Knee Replacement Surgery.

We will pay each Partial Payment Benefit only once.

4. Second Event Benefit

If a Critical Illness Diagnosis Benefit has been paid and the Insured is thereafter considered (by the treating Physician) fully recovered and not actively receiving treatment (treatment does not include preventive medications and follow up visits to the doctor) and has returned to work for a period of at least 90 days and is then diagnosed or treated with another Insured Condition, We will pay the Second Event Benefit amount stated in the Policy Schedule.

The Second Event Benefit is subject to the Insured surviving 30 days after the diagnosis or treatment of such Insured Condition.

In order to be considered an eligible Insured Condition under the Second Event Benefit, the diagnosis or treatment of the Insured Condition cannot be the same Insured Condition or in the same category of Insured Conditions for which a payment has already been made under the Critical Illness Diagnosis Benefit.

The Second Event Benefit cannot be related to or caused by the first Critical Illness diagnosis or treatment in any way.

Conditions that are deemed in the same category are, Cardiovascular condition (defined as Heart Attack, Stroke, Coronary Artery Bypass, Aorta Surgery or Heart Valve Replacement)

The Second Event Benefit is payable only once. Payment of the Second Event Benefit will represent full and final discharge of all claims under this Policy. Following payment of the Second Event Benefit, coverage under this Policy will terminate for the Insured.

Critical Care Expense Allowance Benefit

If the Insured is diagnosed with, or meets the definition of an Insured Condition, Partial Payment Benefit, Cancer Recurrence Benefit or the Second Event Benefit, which results in the Insured incurring any of the following expenses directly related to the diagnosis or treatment of an Insured Condition, We will reimburse such expenses up to the amount stated in the Policy Schedule.

- 1) Services from a registered graduate nurse who is not the Insured's Immediate Family Member.
- 2) Transportation costs including; ambulatory fees, taxi, and public transportation to any medical treatments, Physician appointments, and post diagnostic testing appointment.
- 3) Rental costs of a wheel chair or other approved durable equipment for temporary therapeutic treatment.
- 4) Drugs or medicines dispensed by a licensed pharmacist, which requires the prescription from the attending Physician, including deductible amounts under other benefit plans.
- 5) Meals, in hospital, for the Insured, plus one attending caregiver, on days where the hospital visit duration is three hours or more.
- 6) Parking costs at medical facilities such as; hospitals, physician's offices, diagnosis testing facilities.
- 7) Daycare costs for children at a licensed and registered daycare facility.
- 8) Pet care costs including day boarding, in home or dog walking, provided by a registered pet care operator
- 9) Costs related to medical testing, including pharmacogenetics and somatic, intended to identify the most effective treatment for the Insured.

We may require proof of payment (original receipts) up to one year from the date of submission. Where a portion of reimbursement may be covered under another group health benefits plan an Explanation of Benefits (EOB) must be submitted with the claim.

Waiver of Premium

If an Insured, under age 65, becomes Totally Disabled and provides either proof of approval for waiver under the Policyholder's Group Life insurance, or receives approval of a Long Term Disability (LTD) claim under the Policyholder's Group LTD insurance, We will waive each premium payment that falls due during the period of Total Disability for the Insured.

Termination of Waiver of Premium

Waiver of Premium will cease on the earliest of the following:

- 1) the date the Insured ceases to be Totally Disabled;
- 2) the date the Insured does not supply Us with appropriate evidence as deemed necessary by Us;
- 3) the date Insured turns 65;
- 4) the date the Policy terminates; or
- 5) the date the Insured dies.

Coverage During Waiver of Premium

While premiums are being waived, insurance under this Policy for an Insured will continue to be in force. The benefit amounts will be the amounts of insurance that were in effect on the date of commencement of the Total Disability. Age reductions and termination under this Policy will still apply.

Continuance of Coverage

When an Insured is either; a) laid-off on a temporary basis, b) temporarily absent from work due to short-term disability, or c) on leave of absence, coverage shall be extended for a period of 12 months following the beginning of any such leave, subject to payment of premiums.

When an Insured is on maternity or paternity leave, coverage shall be extended for a period of up to 18 months following the beginning of the leave, subject to payment of premiums.

Conversion Privilege for Critical Illness

On the date of termination of employment or during the 31-day period following termination of employment, an Insured may convert their insurance under this Policy to an individual Critical Illness policy. If coverage is converted within 31 days from the date of group benefits terminating, We will grandfather any pre-existing limitation period already exhausted under the group plan for guaranteed issue coverage. The individual policy will be effective the 1st of the month following the date of application. The premium will be the same as a person would ordinarily pay when applying for an individual policy at that time.

Exclusions & Limitations

This Policy does not provide benefits for any claim caused directly or indirectly by or resulting from any of the following:

- 1) Injury or Sickness, other than as defined under the Insured Conditions;
- 2) a complication of Human Immunodeficiency Virus (HIV) infection or any variance thereof including AIDS and AIDS Related Complex;
- 3) intentionally self-inflicted Injury or attempted suicide;
- 4) Injuries as a result of declared or undeclared war or any act thereof;
- 5) Injuries resulting from the commission or attempted commission by the Insured of any act which if adjudicated by a court would be an illegal act under the laws of the jurisdiction where the act was committed;
- 6) misuse of medication or the abuse of drugs or intoxicants;
- 7) any Pre-existing Medical Condition (if applicable);
- 8) any Cancer diagnosed (including DCIS and Early Stage Prostate Cancer (T1a or T1b) within the Cancer Moratorium period shown in the Policy Schedule.

Premiums

Premium Due Date

Premiums are due to Us and must be paid on the Premium Due Date stated in the Policy Schedule, subject to the Grace period section below.

Premium for Each Insured

The amount of premium payable for each Insured shall be determined by the benefits and rates applicable per Insured as outlined on the Policy Schedule.

Reports and Premium Payments

Where the Policyholder does not receive a billing statement from Us, the Policyholder, or their appointed administrator shall submit to Us sufficient information to demonstrate the number of Insureds per class and the premium being submitted for those Insureds at the same interval as the premium frequency stated on the Policy Schedule.

Premium Rate Changes

We may set new premium rates on any Anniversary Date; We will provide the Policyholder 45 days prior written notice of change.

We may set new premium rates at any time during the Policy term, but not more than once, for the following:

- 1) an amendment or termination of any other plan which provides benefits which are offset against benefits under this Policy;
- 2) the passing of provincial/territorial or federal law or regulation which results in a change to
 - (i) the liability for provision of benefits under this Policy; or
 - (ii) the taxability of premiums or benefits.

Premium Adjustments

A premium adjustment will be made for each of the following changes to the amount of insurance in force under this Policy:

- 1) changes due to an amendment to the Policy;
- 2) retroactive changes made to correct the effect of a clerical error;
- 3) retroactive changes required due to the late reporting of the addition or termination of Insureds; and
- 4) any other changes that take effect more than one month prior to the next Premium Due Date.

Retroactive adjustments which result in a credit to the Policyholder will be limited to three months.

Grace Period

A Grace Period of 31 days from the Premium Due Date will be granted for the payment of premiums. During the Grace Period this Policy will remain in force, but the Policyholder will be liable to Us for the payment of the premium that accrues during such period. If the Policyholder does not pay the overdue premium and any premium falling due within the Grace Period, this Policy will automatically terminate without notice to the Policyholder. No Grace Period will be granted when a written notice of cancellation has been received.

The Grace Period does not apply to the first Premium Due Date. Failure to pay the first premium, on or before the first Premium Due Date; will immediately terminate this Policy as of the Effective Date.

Beneficiary

Benefit payments provided by this Policy are paid to the Insured.

If the Insured is deceased at the time that a benefit is paid by Us, We will pay benefits to the beneficiary designated by the Insured or, where no beneficiary designation is made specifically identifying this policy, it will be understood that the beneficiary designation made by the Insured under the Policyholder's Group Life insurance policy will be recognized. In the event there is no surviving beneficiary, the benefit will be paid to the Estate of the Insured.

Should a discrepancy occur, the benefit may be paid into court.

An Insured can change their beneficiary at any time, where permitted by law. We assume no responsibility for the validity of such designation or change of beneficiary.

The beneficiary designation, if any, made by the Insured under a replaced group policy will be retained. The Insured should review the existing designation to ensure it reflects their current intention.

Making a Claim

Payment of Claims

All benefits under this Policy are payable to the Insured or beneficiary as outlined under Beneficiary section of this Policy.

Claims should be submitted, on Our standard claim forms within 30 days from the date of such occurrence giving rise to a claim, or as soon as reasonably possible.

Company to Furnish Forms for Proof of Claim

Claim forms will be provided by Us within 15 days of receipt of notice of claim by the person eligible to make a claim. If the claimant has not received the forms within 15 days they may submit proof of loss in the form of a written statement of the occurrence giving rise to such claim.

Time Limit for Filing A Claim

All benefits must be claimed within one year after the circumstance, for which the claim has arisen. We will not accept notice of claim beyond 365 days.

Proof of Loss

Documentation providing proof of circumstances for which the claim has arisen may include but not limited to:

- Statement outlining the cause and nature of the occurrence giving rise to a claim, if applicable for which the claim is made;
- Physician statements (at the claimant cost);
- Police and/or accident reports;
- Medical records

Failure to Give Notice of Proof

Failure to give notice of claim or furnish proof of loss within the time prescribed in this Policy will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. In no event will We accept notice of claim beyond 365 days.

When Monies Payable

All monies payable under this contract shall be paid by Us within 60 days after We have received proof of claim.

Right to Examination

We have the right, and the claimant or beneficiary, executor (or any other person representing the deceased, if applicable), shall afford to Us an opportunity to examine the Insured when and as often as it may reasonably be required while the claim hereunder is pending.

General Policy Provisions

The Contract

This Policy, the Application for Group Insurance, any document attached to this Policy when issued and any amendment to the contract agreed on in writing after this Policy is issued, constitute the entire contract. No agent has authority to change the contract or waive any of its provisions.

The Insured and any claimant under this Policy has the right, as determined by law applicable in the Insured's province or territory of residence, to obtain a copy of this Policy, upon request, subject to certain access limitations.

Waiver

We shall be deemed not to have waived any condition of this Policy, either in whole or in part, unless the waiver is clearly expressed in writing and signed by Us.

Assignment

Benefits payable under this Policy shall not be assigned.

Participating

This Policy is non-participating.

Participation Requirements

This Policy provides mandatory coverage; all eligible Insureds must be covered in their respective class.

The minimum number of eligible Insureds under this policy is five.

Notice to New Insureds

It is the responsibility of the Policyholder, or their appointed administrator, to supply material to eligible Insureds and to maintain records of all Insureds under the Policy within 31 days of them becoming eligible.

Newly Acquired Corporations

Employees of corporations newly acquired or formed by the Policyholder will be insured under this Policy under the following conditions:

- 1) the Policyholder pays the appropriate additional premium and reports to Us the name of the newly acquired or formed corporation, together with any underwriting information needed for Us to determine additional premium; and
- 2) insurance will commence on the date of acquisition, but will not continue for more than 60 days unless the required report has been provided to Us with premiums.

Non-paper Technologies

Where appropriate, We may make available the use of technology (e.g., electronic signatures, applications, claim forms, and other documents) as an alternative to documents in paper form.

Examination and Audit

We are permitted to examine the Policyholder's records relating to this Policy at any reasonable time and place during the Policy term and after expiration of the Policy until final adjustment and settlement of all claims and other matters hereunder.

Not in Lieu Of

This Policy is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance, or similar coverage.

Currency

All monies payable under this Policy shall be paid in lawful Canadian currency.

Conformity with Statutes

Any provision, terms or conditions of this Policy which are in conflict with the statutes of the province or territory in which the Policy is delivered are hereby amended to conform to the minimum requirements of such province or territory.

Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

Clerical Error

A clerical error is a mistake in writing, typing or copying data. A clerical error made by the Policyholder or Us will not invalidate insurance otherwise in force, or continue insurance otherwise terminated under the terms of this Policy. If an Insured's age has been misstated, their true age will be used to determine:

- 1) the effective date or termination date of insurance;
- 2) the amount of insurance; and
- 3) any other rights or benefits under this Policy.

We will adjust the insurance in force where it is affected by a clerical error or a misstatement of age. A premium adjustment which reflects the adjustment in insurance will be made on a subsequent Premium Due Date.

Booklets or Certificates

We will produce a booklet or certificate of insurance, or provide wording to be included in a Policyholder's benefit booklet, for each Insured under this Policy. The booklet or certificate of insurance wording will set out the main features of insurance and will be distributed by the Policyholder to each Insured.

Possession of a booklet or certificate of insurance alone does not entitle an Insured to insurance under this Policy. The Policy must be in effect, premiums must be paid and the Insured must satisfy all the requirements for coverage to apply. The booklet or certificate of insurance is not a contract of insurance, nor does it create or confer any contractual or other rights. The provisions of this Policy will govern if they are in conflict with the booklet or certificate of insurance.

Contesting the Policy

In the absence of fraud, the validity of this Policy will not be contested if it has been in force for two years from its issue date and all premiums due in that time have been paid.

Legal Actions

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, Limitations Act, 2002 or other applicable legislation in the Insured's province or territory of residence.

Change of Insurer

An Insured under a former policy may not be excluded from the new policy or be denied benefits solely because of a pre-existing condition limitation that was not applicable or that did not exist in the former policy, or because the person is not at work on the date of coming into force of the new policy.

Protecting Your Personal Information

At Chubb, We are committed to protecting Our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by us, Our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and co-ordinating coverage with other insurers. For these purposes, We, Our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than Our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit Chubb.com/ca

Complaint Procedures

If an Insured has a complaint or inquiry about any aspect of this insurance coverage, please call 1-877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday.

If for some reason the Insured is not satisfied with the resolution to their complaint or inquiry, the Insured may communicate their complaint or inquiry in writing to Our complaints officer:

Chubb Insurance Company of Canada
199 Bay Street, Suite 2500
P.O. Box 139 Commerce Court Postal Station
Toronto, ON M5L 1E2
Email: complaintscanada@chubb.com

If the Insured is still not satisfied with the resolution to their complaint or inquiry, the Insured may communicate their complaint or inquiry in writing to:

OmbudService for Life & Health Insurance
20 Adelaide Street East, Suite 802, P.O. Box 29
Toronto, Ontario M5C 2T6

Definitions

General Terms Used in This Policy

Some words that are used in this Policy have very specific meanings that are introduced in the text or set out in the Insuring Agreement and Policy Schedule. These terms are defined below;

Accident means a sudden, unforeseen, fortuitous event.

Actively at Work means the Insured is working on behalf of the Policyholder stated in the Policy Schedule including time where absent due to vacation, weekends, statutory holidays, or shift variances.

Activities of Daily Living mean the following:

- 1) **Bathing:** Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- 2) **Dressing:** Putting on and taking off all items of clothing and any required braces, fasteners or artificial limbs.
- 3) **Transferring:** Moving into or out of a bed, chair or wheelchair.
- 4) **Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing related personal hygiene.
- 5) **Contenance:** Ability to maintain control of bowel and bladder function; or, when not able to maintain control of bowel or bladder function, the ability to perform related personal hygiene (including caring for catheter or colostomy bag).
- 6) **Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table).

Anniversary Date means the date on which the Policy will renew. The initial Anniversary Date is as stated in the Policy Schedule; subsequent anniversary date will be every 12 months thereafter.

Cancer Recurrence is the return after a period of remission and is the same cancer coming back after a period of time, regardless of whether it is in the same location or another.

Effective Date means the date that coverage under this Policy starts.

Immediate Family Member means spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, mother-in-law or father-in-law, and son-in-law or daughter-in-law.

Injury means bodily harm resulting directly and independently of all other causes from an Accident

Insured means any person who qualifies for coverage under an eligible class of the Policyholder as outlined in the Policy Schedule.

Physician means a Doctor of Medicine (M.D.) duly licensed to practice medicine and recognized by the laws of the jurisdiction in which the treatment is rendered or the diagnosis is made, who is not the Insured, and who is not the Insured's Immediate Family Member.

Premium Due Date means the Policy Effective Date for the initial premium due, and the same day of the month in each and every month thereafter.

Pre-existing Medical Condition means the Insured suffered from a Sickness or sustained an Injury for which they sought or received medical advice, consultation, investigation, diagnosis, or for which treatment was required or recommended by a Physician during the Pre-Existing Medical Condition Period shown in the Policy Schedule immediately prior to the Insured's effective date of insurance or prior to any increase in the amount of insurance and which directly or indirectly causes the Insured Condition or Partial Payment Condition to occur within the Pre-Existing Medical Condition Period shown in the Policy Schedule from the Insured's effective date of insurance or from any increase in the amount of insurance. (Except for increases caused by annual salary changes.)

Sickness means any an illness, disease or physical condition.

Specialist means a Physician whose practice is limited to the particular branch of medicine or surgery required to diagnose or perform surgery upon the specified Insured Condition.

Totally Disabled or Total Disability, with respect to waiver of premium, means that, due to Injury or Sickness the Insured is unable to perform the substantial and material duties of his or her regular occupation for six consecutive months and is under the regular care and treatment of a Physician.

Insured Conditions

This Policy provides for benefits when an Insured is diagnosed with or meets the definition of specific medical conditions that We refer to as Insured Conditions, as listed under the Critical Illness Diagnosis Benefit. The meanings of these Insured Conditions are outlined below.

All diagnosis and or treatments must be confirmed or performed by a Specialist and reviewed by Our medical consultant.

Alzheimer's Disease means a progressive degenerative disease of the brain. The diagnosis must be supported by medical evidence that the Insured exhibits the loss of intellectual capacity resulting in impairment of their memory and judgment, which results in a significant reduction in their mental and social functioning. All other dementing organic brain disorders and psychiatric illnesses are excluded from this Insured Condition definition.

Aorta Surgery means surgery to the aorta that is medically required to treat disease of the aorta and that involves the excision and surgical replacement of the diseased aorta with a graft. The Aortic Surgery must be performed on the prior written advice of a Specialist. Aorta includes the thoracic and abdominal aorta but does not include any of the branches of the aorta.

Benign Brain Tumour means a benign neoplasm in the brain or meninges with histologic confirmation. Cysts granulomas, malformations of intracranial arteries or veins, and tumours or lesions of the pituitary are specifically excluded.

Blindness means the total and irrecoverable loss of sight in both eyes due to Injury or Sickness. Corrected visual acuity must be 20/200 or less in both eyes and the field of vision must be less than 20 degrees in both eyes.

Cancer means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. This includes Leukemia, Hodgkin's Disease and invasive melanoma but does not include:

- a) Carcinoma in situ;
- b) Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
- c) Skin cancer or melanoma that is not invasive and has not exceeded .75 millimeters in depth;
- d) Prostate cancer diagnosed as T1N0 M0 or equivalent staging.
- e) a recurrence or metastasis of a cancer which was originally diagnosed prior to the effective date of coverage, except as provided by the Cancer Recurrence Benefit.

Coma means a state of unconsciousness that lasts for a continuous period of at least 96 hours, during which external stimulation produced no more than primitive avoidance reflexes. Coma does not include a medically induced coma.

Coronary Artery Bypass Surgery means surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts. Non-surgical techniques such as balloon angioplasty, laser relief of an obstruction, or other intra-arterial techniques will not be considered to be a covered Insured Condition.

Deafness means permanent loss of hearing in both ears with an auditory threshold of more than 90 decibels in each ear.

Dismemberment means complete severance of two or more limbs at or above the wrist or ankle joint as the result of an Accident or medically required amputation.

Heart Attack means a definite death of heart muscle due to obstruction of blood flow that results in the rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following:

- a) heart attack symptoms; or
- b) new electrocardiogram (ECG) changes consistent with a heart attack; or
- c) development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

Heart Attack does not include:

- a) ECG changes suggestive of a prior myocardial infarction
- b) Other acute coronary syndromes, including angina pectoris and unstable angina; or
- c) Elevated cardiac biomarkers and/or symptoms that are due to medical procedures or diagnoses other than heart attack.

Heart Valve Replacement means undergoing surgery to replace any heart valve with either a natural or mechanical valve, but does not include heart valve repair.

Loss of Independence means either:

- 1) being totally and permanently unable to perform, by oneself, at least two (2) of the six (6) Activities of Daily Living; or
- 2) cognitive impairment.

A mental or nervous disorder without a demonstrable organic cause is not covered.

Loss of Independence must persist for a continuous period of ninety (90) days from the date of the diagnosis with no reasonable chance of recovery.

Loss of Speech means total and irreversible loss of the ability to speak as the result of Injury or Sickness, for a period of at least 180 days.

Major Organ Failure means the irreversible failure of the entire heart, entire liver, entire pancreas (not including pancreatic islet cell transplants), both lungs, both kidneys, or bone marrow, in which the affected organ is unresponsive to any treatment and for which the Insured is required to become enrolled in a recognized Canadian transplant program to become the recipient of such.

Major Organ Transplant means irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Insured must undergo a transplantation procedure as the recipient of such organ.

Motor Neuron Disease means a diagnosis of one of the following:

- Amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease)
- Primary lateral sclerosis
- Progressive spinal muscular atrophy
- Progressive bulbar palsy
- Pseudo bulbar palsy

Multiple Sclerosis means the diagnosis using the most recent McDonald criteria.

Occupational HIV Infection means an infection with Human Immunodeficiency Virus (HIV) resulting from Injury during the course of the Insured's normal occupation, which exposed the person to HIV contaminated body fluids. The Injury leading to the infection must have occurred after the Insured's effective date of coverage.

Payment under this condition requires satisfaction of all of the following:

- a) the Injury must be reported to Us within 14 days of the Injury;
- b) a serum HIV test must be taken within 14 days of the Injury and the result must be negative;
- c) a serum HIV test must be taken between 90 days and 180 days after the Injury and the result must be positive;
- d) all HIV tests must be performed by a duly licensed laboratory in Canada;
- e) the Accidental injury must be reported, investigated and documented in accordance with current Canadian workplace guidelines.

Occupational HIV Infection does not include:

- If the Insured has refused to take any available licensed vaccine offering protection against HIV; or,
- If a licensed cure for HIV infection is available prior to the Injury; or,
- HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission, and intravenous (IV) drug use.

Paralysis means the total and irrecoverable loss of function of two or more limbs through neurological damage due to Injury or Sickness, provided such loss of function continually lasts for 180 consecutive days and such loss of function is thereafter determined on evidence satisfactory to Us to be permanent.

Parkinson's Disease means unequivocal diagnosis of primary idiopathic Parkinson's Disease resulting in signs of progressive impairment.

Severe Burns means third degree burns covering at least 20% of the surface area of the body.

Stroke means a cerebrovascular incident, excluding transient ischemic attack (TIA), producing infarction of brain tissue due to thrombosis, hemorrhage from an intracranial vessel or embolization caused by an extracranial source. There must be evidence of permanent neurological deficit persisting for 30 consecutive days, supported by evidence that the deficit is resulting from the Stroke

Partial Payment Insured Conditions

DCIS means the presence of Ductal Carcinoma In Situ of the breast, as confirmed by a biopsy.

Early Stage Prostate Cancer (T1a or T1b) Treatment means the diagnosis of Early Stage Prostate Cancer where one of the following recommended treatments is undergone:

- a) Prostate Surgery
- b) Radiation Therapy
- c) Chemotherapy
- d) Hormone Therapy

Hip or Knee Replacement Surgery means surgery to replace either the hip or the entire knee through the procedures set out below:

- a) Hip replacement qualifies if the femoral stem is replaced. This procedure is performed in both total arthroplasty and hemiarthroplasty (both monopolar and bipolar).
- b) Knee replacement qualifies if all three compartments of the knee (medial, lateral and patellofemoral compartments) are replaced. This procedure is also known as total knee replacement.