

## **ATTENTION:**

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# GROUP INSURANCE POLICY

<b>GROUP POLICYHOLDER:</b>	<b>MICHAELS OF CANADA ULC</b>
<b>GROUP POLICY NO.:</b>	<b>180655GOCI</b>
<b>POLICY EFFECTIVE DATE:</b>	<b>October 1, 2023</b>
- Version effective date:	October 1, 2023
<b>INSURANCE PROVIDED:</b>	<b>Optional Critical Illness Insurance</b>





**APPLICATION FOR GROUP POLICY**

**MICHAELS OF CANADA ULC**  
(the "Applicant")

The Applicant applies to The Canada Life Assurance Company ("Canada Life") for Group Policy No. 180655GOCl in the attached form (the "Group Policy"). The Applicant has approved this Group Policy and has accepted its terms.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

MICHAELS OF CANADA ULC

By \_\_\_\_\_

\_\_\_\_\_  
Title

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**AGREEMENT**

Canada Life agrees to pay the benefits provided by this policy to the persons entitled to receive them. This agreement is made in consideration of the Group Policyholder's payment of the required premiums.

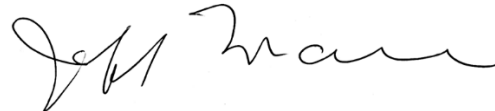
This policy takes effect at 12:01 a.m. on the Effective Date, local time at the Group Policyholder's address.

The following pages and any riders or amendments are a part of this policy.

Signed at The Canada Life Assurance Company, Winnipeg, Manitoba



President and  
Chief Executive Officer



President and  
Chief Operating Officer, Canada

## TABLE OF BENEFITS

This table must be read in conjunction with the rest of this policy.

**ELIGIBLE CLASSES:** All employees under age 70

**BENEFIT AMOUNT:**

- employee and spouse amount      Any multiple of \$10,000 up to \$200,000 per person. Benefit amounts in excess of the no evidence maximum of \$30,000 are subject to this policy's underwriting provision. A person who is insurable under this policy as both an employee and a spouse is still limited to the \$200,000 maximum. The minimum amount of insurance is \$20,000.
  
- child amount      Any multiple of \$5,000 up to \$20,000 per child.

## Schedule of Affiliated Companies

none



## INSURING PROVISIONS

### EMPLOYER

Employer means the Group Policyholder and the companies listed in the Schedule of Affiliated Companies.

### INSURANCE CLAUSE

To become insured under this policy a person must:

1. be employed by the employer;
2. be an insurable employee;
3. be in an eligible class;
4. satisfy the eligibility conditions; and
5. satisfy the effective date of insurance provisions.

### INSURABLE EMPLOYEE

An employee is insurable if he is employed:

1. on a permanent, non-seasonal, and full-time basis; and
2. for at least 32 hours each week.

### ELIGIBILITY CONDITIONS

An employee is eligible immediately if he is insurable on the effective date of this policy. Otherwise he is eligible on the date his employment as an insurable employee begins.

- eligibility limitation

An employee is only eligible for the benefits provided for his class in the Table of Benefits.

## **INSURING PROVISIONS**

### **DEPENDENT COVERAGE**

An employee is eligible to insure his dependents on the later of:

1. the date the employee becomes eligible; and
2. the date the employee acquires his first insurable dependent.

The effective date of insurance section determines when the insurance for a dependent actually starts.

### **INSURABLE DEPENDENTS**

An insurable dependent is an insurable spouse or an insurable child.

### **INSURABLE SPOUSE**

A spouse is insurable if that person is:

1. the employee's legal spouse, common-law spouse or domestic partner; and
2. under age 70.

An employee can only insure one spouse at a time. He must insure the same person for all spouse benefits provided under the employer's benefit program.

Where the employee has more than one insurable spouse, Canada Life will consider his insured spouse to be the one for whom he first submits a claim for any benefit provided under the employer's benefit program.

## INSURING PROVISIONS

- legal spouse or domestic partner  

A legal spouse or domestic partner means the person lawfully married to the employee according to applicable provincial legislation.
- exception for Quebec residents  

For residents of Quebec, a legal spouse also includes a person with whom the employee has entered into a civil union under the provisions of the Quebec Civil Code.
- common-law spouse  

A common-law spouse means a person who is living with the employee in a conjugal relationship.
- change in spouse  

The employee can change from one insured spouse to another by submitting a claim for a different spouse for any benefit provided under the employer's benefit program. The change will take effect on the later of:

  1. the date of the loss claimed for the new spouse; and
  2. the day after the date of the last loss claimed for the previous spouse.

A change from a common-law spouse to a legal spouse or domestic partner is valid only when the legal spouse or domestic partner is living with the employee.

## INSURING PROVISIONS

### INSURABLE CHILD

A child is insurable from 15 days of age if he is:

1. an unmarried natural, adopted, or step child of the employee or the insured spouse; or
2. any other unmarried child for whom the employee or the insured spouse has been appointed guardian for all purposes by a court of competent jurisdiction.

A child age 21 or over must either be:

1. a full-time student under age 26; or
2. incapacitated for a continuous period beginning:
  - (a) before age 21; or
  - (b) while a full-time student and before age 26.

A child of the insured spouse is not insurable unless:

1. he is also the employee's child; or
2. the spouse is living with the employee and has custody of the child.

A child for whom the employee or the insured spouse has been appointed guardian is not insurable unless:

1. Canada Life has received satisfactory proof of guardianship; and
2. if the insured spouse is the guardian, the spouse is living with the employee.

## INSURING PROVISIONS

- student

A child is considered a full-time student if he has been in registered attendance at an elementary school, high school, university, or similar educational institution for 15 hours a week or more sometime in the last 6 months.

A child is not considered a full-time student if he is being paid to attend an educational institution.

- incapacity

A child is considered incapacitated if he is incapable of supporting himself due to a physical or psychiatric disorder.

## INSURING PROVISIONS

### EFFECTIVE DATE OF INSURANCE

Insurance takes effect on the following dates, subject to the actively at work requirement.

1. Insurance subject to the underwriting provision takes effect on the date of written approval.
2. All other insurance takes effect on the date the employee applies for insurance.

Insurance is subject to the underwriting provision if:

1. it is not applied for within 31 days of the date the employee becomes eligible.
2. it is employee or spouse insurance in excess of a no evidence maximum. Child insurance is not subject to the underwriting provision.

### Changes in Insurance

An employee may apply for an increase or decrease in his insurance at any time.

Increases in insurance take effect on the date of written approval, subject to the actively at work requirement. Increases are also subject to the underwriting provision if:

1. they are increases in insurance in excess of a no evidence maximum;
2. or they are increases in insurance to which a no evidence maximum applies and the employee applied for an amount in excess of a no evidence maximum in the past and was not approved.

Decreases take effect on the date the application for a decrease is made.

## INSURING PROVISIONS

### **Actively at Work Requirement**

To satisfy this requirement, an employee must:

1. be fully capable of performing his regular duties; and
2. be either:
  - (a) actually working at the employer's place of business or a place where the employer's business requires him to work; or
  - (b) absent due to vacation, weekends, statutory holidays, or shift variances.

### **Underwriting Provision**

If an employee wishes to obtain insurance that is subject to this provision, he must apply for it and supply the information Canada Life requests. Canada Life will then assess the information according to its underwriting rules. The application will be approved if it meets underwriting standards.

## INSURING PROVISIONS

### TERMINATION OF INSURANCE

The following provisions describe when insurance terminates.

#### Employee Insurance

Insurance for an employee terminates on the earliest of the following dates:

1. the date this policy terminates;
2. the due date of the first premium to which he has not made a required contribution for employee coverage;
3. the date he ceases to be in an eligible class;
4. the date he ceases to be an insurable employee;
5. the date he ceases to satisfy the actively at work requirement. If he is not at work because of disease or injury, temporary lay-off, or leave of absence, this date will be extended to the earliest of:
  - (a) the date the employer stops paying premiums or otherwise determines that insurance has terminated. This date must be determined on the same basis for all employees in like circumstances.
  - (b) the date he starts to work in another job more than 20 hours per week.
  - (c) for a disabling disease or injury, the end of the disability period. No extension will be considered for a non-disabling disease or injury.

- for disease or injury

An employee is considered disabled under this provision during the period he is prevented by disease or injury from performing the regular duties of his job.



## INSURING PROVISIONS

- for lay-off or leave of absence other than maternity or parental leave
- for maternity or parental leave
- (d) for temporary lay-off or leave of absence other than maternity or parental leave, 3 months after the lay-off or leave starts, plus any further period the employer is required by law to extend insurance.
- (e) for maternity or parental leave, the end of the leave.

### **Insurance for an Employee's Dependents**

Insurance for an employee's dependents terminate on the earliest of the following dates:

1. the date optional dependent coverage ceases to be available under this policy;
2. the date the insurance for the employee terminates or would terminate if he were insured for employee coverage, unless the termination occurs solely because:
  - (a) the employee chooses to discontinue his own coverage; or
  - (b) a critical illness benefit has been paid to the employee on his own behalf;
3. the due date of the first premium to which the employee has not made a required contribution for dependent coverage;
4. the date the employee ceases to be in a class eligible for dependent coverage;
5. the date the dependent ceases to qualify as an insurable dependent; or
6. the day before the effective date of a change to a new insured spouse.

## INSURING PROVISIONS

### REINSTATEMENT OF INSURANCE

Insurance will be automatically reinstated if:

1. it terminated because of disease or injury, leave of absence, or temporary lay-off; and
2. the employee returns to work within 3 months after it terminated, or within any period for which the employer is required by law to reinstate the insurance.

If an employee does not qualify for automatic reinstatement, he will be treated as a new employee.

## **BENEFIT PROVISIONS**

### **ASSESSMENT RESPONSIBILITY**

Canada Life has full responsibility for the assessment of a person's entitlement to benefits.

### **CRITICAL ILLNESS BENEFITS**

If a person is diagnosed with a critical illness while he is insured, Canada Life will pay a lump sum benefit to the employee. Where a survival period is specified for a condition below, Canada Life will not pay the benefit until the end of the survival period. No benefit is payable if the person dies or experiences irreversible cessation of all functions of the brain during the survival period.

#### **- irreversible**

Irreversible means the condition cannot be improved by medical or surgical treatment at the time of diagnosis. The medical or surgical treatment need not be undertaken if it would involve an undue risk to the health of the person.

## BENEFIT PROVISIONS

### Critical Illness

Any of the following conditions is considered a critical illness if it meets the defined criteria and has been diagnosed by a specialist.

A specialist is a licensed medical practitioner who has been trained in the specific area of medicine relevant to the covered critical illness condition for which benefit is being claimed, and who has been certified by a specialty examining board. In the absence or unavailability of a specialist, and as approved by the insurer, a condition may be diagnosed by a qualified medical practitioner practicing in Canada or the United States of America.

Specialist includes, but is not limited to, cardiologist, neurologist, nephrologist, oncologist, ophthalmologist, burn specialist and internist. The specialist must not be the Group Policyholder, the insured, or a relative or business associate of the Group Policyholder or the insured.

Any tests or examinations that must be performed in order to satisfy the condition requirements must be conducted by a medical professional who is not the Group Policyholder, the insured, or a relative or business associate of the Group Policyholder or the insured.

The diagnosis must be supported by objective medical evidence.

- heart attack

1. **"heart attack"** – means the 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;
  - (b) new electrocardiogram (ECG) changes consistent with a heart attack; or

## BENEFIT PROVISIONS

- (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.
- exception
  - No benefits will be paid under this condition for:
    - (a) elevated biochemical cardiac markers after an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves; or
    - (b) ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above.
- survival period
  - The benefit is payable after a survival period of 30 days following the date of diagnosis.
- stroke
  - 2. **"stroke"** – means an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source, with:
    - (a) acute onset of new neurological symptoms, and
    - (b) new objective neurological deficits on clinical examination,persisting for more than 30 days following the date of the condition. These new symptoms and deficits must be corroborated by diagnostic imaging testing.

## BENEFIT PROVISIONS

- exceptions
    - No benefits will be paid under this condition for:
      - (a) transient ischaemic attacks; or
      - (b) intracerebral vascular events due to trauma.
    - For greater certainty, lacunar infarcts which do not have the neurological symptoms and deficits set out above, persisting for more than 30 days, do not satisfy the definition of stroke.
  - survival period
- coronary artery bypass surgery
3. **"coronary artery bypass surgery"** – means the undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s). The surgery must be determined to be medically necessary by a specialist.
- exceptions
    - No benefits will be paid under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures.
    - The benefit is payable after a survival period of 30 days following the date of surgery.
  - survival period
- cancer (life-threatening)
4. **"cancer (life-threatening)"** – means a tumour, which must be characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue.
- Types of cancer include carcinoma, melanoma, leukemia, lymphoma, and sarcoma.

## BENEFIT PROVISIONS

- exceptions

No benefits will be paid under this condition for the following:

- (a) lesions described as benign, pre-malignant, uncertain, borderline, non-invasive, carcinoma in-situ (Tis), or tumors classified as Ta;
- (b) malignant melanoma skin cancer that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or is accompanied by lymph node or distant metastasis;
- (c) any non-melanoma skin cancer, without lymph node or distant metastasis;
- (d) prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;
- (e) papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest diameter and classified as T1, without lymph node or distant metastasis;
- (f) chronic lymphocytic leukemia classified less than Rai stage 1; or
- (g) malignant gastrointestinal stromal tumours (GIST) and malignant carcinoid tumours, classified less than AJCC Stage 2.

For purposes of the policy, the terms Tis, Ta, T1a, T1b, T1 and AJCC Stage 2 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8th Edition, 2018.

For purposes of the policy, the term Rai staging is to be applied as explained in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pasternack: Clinical staging of chronic lymphocytic leukemia. Blood 46:219, 1975.

## BENEFIT PROVISIONS

- cancer exclusion period

No benefits will be paid under this condition if, within the first 90 days following the later of the person's effective date of insurance or, for an increase, the effective date of the increase, the person has any of the following:

- (a) signs, symptoms or investigations that lead to a diagnosis of cancer (covered or excluded under the policy), regardless of when the diagnosis is made; or
- (b) a diagnosis of cancer (covered or excluded under the policy).

Medical information about the diagnosis and any signs, symptoms or investigations leading to the diagnosis must be reported to Canada Life within six months of the date of the diagnosis. If this information is not provided within this period, Canada Life has the right to deny any claim for cancer or any critical illness caused by any cancer or its treatment.

- kidney failure

5. **"kidney failure"** – means chronic irreversible failure of both kidneys to function, as a result of which regular haemodialysis, peritoneal dialysis or renal transplantation is initiated.

- blindness

6. **"blindness"** – means the total and irreversible loss of vision in both eyes, evidenced by:

- (a) the corrected visual acuity being 20/200 or less in both eyes; or
- (b) the field of vision being less than 20 degrees in both eyes.



## BENEFIT PROVISIONS

- major organ transplant
7. **"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 person must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities.
- dementia, including Alzheimer's disease
8. **"dementia, including Alzheimer's disease"** – means dementia, which must be characterized by a progressive deterioration of memory and at least one of the following areas of cognitive function:
- (a) aphasia (a disorder of speech);
  - (b) apraxia (difficulty performing familiar tasks);
  - (c) agnosia (difficulty recognizing objects); or
  - (d) disturbance in executive functioning (e.g. inability to think abstractly and to plan, initiate, sequence, monitor, and stop complex behaviour), which is affecting daily life.

The person must exhibit:

- (a) dementia of at least moderate severity, which must be evidenced by a Mini Mental State Exam of 20/30 or less, or equivalent score on another generally medically accepted test or tests of cognitive function; and
- (b) evidence of progressive deterioration in cognitive and daily functioning either by serial cognitive tests or by history over at least a six-month period.

## BENEFIT PROVISIONS

- exceptions
- No benefits will be paid under this condition for affective or schizophrenic disorders, or delirium.
- For purposes of the policy, reference to the Mini Mental State Exam is to Folstein MF, Folstein SE, McHugh PR, J Psychiatr Res. 1975;12(3):189.
- Parkinson's Disease and Specified Atypical Parkinsonian Disorders
9. **"Parkinson's Disease and Specified Atypical Parkinsonian Disorders"** – Parkinson's Disease means primary Parkinson's Disease, a permanent neurologic condition which must be characterized by bradykinesia (slowness of movement) and at least one of:
- (a) muscular rigidity; or
  - (b) rest tremor.
- The person must exhibit objective signs of progressive deterioration in function for at least one year, for which the treating neurologist has recommended dopaminergic medication or other generally medically accepted equivalent treatment for Parkinson's Disease.
- Specified Atypical Parkinsonian Disorders mean progressive supranuclear palsy, corticobasal degeneration, or multiple system atrophy.
- exception
- No benefits will be paid under this condition for any other type of parkinsonism.

## BENEFIT PROVISIONS

- Parkinson's Disease and Specified Atypical Parkinsonian Disorders exclusion period

No benefits will be paid under this condition if, within the first year following the later of the person's effective date of insurance or, for an increase, the effective date of the increase, the person has any of the following:

- (a) signs, symptoms or investigations that lead to a diagnosis of Parkinson's Disease, a Specified Atypical Parkinsonian Disorder or any other type of parkinsonism, regardless of when the diagnosis is made; or
- (b) a diagnosis of Parkinson's Disease, a Specified Atypical Parkinsonian Disorder or any other type of parkinsonism.

Medical information about the diagnosis and any signs, symptoms or investigations leading to the diagnosis must be reported to Canada Life within six months of the date of the diagnosis. If this information is not provided within this period, Canada Life has the right to deny any claim for Parkinson's Disease or Specified Atypical Parkinsonian Disorders or, any critical illness caused by Parkinson's Disease or Specified Atypical Parkinsonian Disorders or its treatment.

- paralysis

10. **"paralysis"** – means total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event.

## BENEFIT PROVISIONS

- multiple sclerosis
  - 11. **"multiple sclerosis"** – means at least one of the following:
    - (a) two or more separate clinical attacks, confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination;
    - (b) well-defined neurological abnormalities lasting more than six months, confirmed by MRI imaging of the nervous system, showing multiple lesions of demyelination; or
    - (c) a single attack, confirmed by repeated MRI imaging of the nervous system, which shows multiple lesions of demyelination which have developed at intervals at least one month apart.
  
- deafness
  - 12. **"deafness"** – means the total and irreversible loss of hearing in both ears, with an auditory threshold of 90 decibels or greater within the speech threshold of 500 to 3000 hertz.
  
- loss of speech
  - 13. **"loss of speech"** – means the total and irreversible loss of the ability to speak as a result of physical injury or disease for a period of at least 180 days.

No benefits will be paid under this condition for all psychiatric related causes.

  - exception

  
- coma
  - 14. **"coma"** – means a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 96 hours, and for which period the Glasgow coma score must be four or less.

No benefits will be paid under this condition for a medically induced coma.

  - exception

## BENEFIT PROVISIONS

- |                       |   |
|-----------------------|---|
| - severe burns        | 15. <b>"severe burns"</b> – means third degree burns over at least 20% of the body surface.   |
| - aortic surgery      | 16. <b>"aortic surgery"</b> – means the undergoing of surgery for disease of the aorta requiring excision and surgical replacement of any part of the diseased aorta with a graft. Aorta means the thoracic and abdominal aorta but not its branches. The surgery must be determined to be medically necessary by a specialist. |
| • exceptions          | No benefits will be paid under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures.  |
| • survival period     | The benefit is payable after a survival period of 30 days following the date of surgery.  |
| - benign brain tumour | 17. <b>"benign brain tumour"</b> – means a non-malignant tumour located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The tumour must require surgery or radiation treatment or cause irreversible objective neurological deficits.   |
| • exception           | No benefits will be paid under this condition for pituitary adenomas less than 10 mm.   |

## BENEFIT PROVISIONS

- benign brain tumour exclusion period

No benefits will be paid under this condition if, within the first 90 days following the later of the person's effective date of insurance or, for an increase, the effective date of the increase, the person has any of the following:

- (a) signs, symptoms or investigations that lead to a diagnosis of benign brain tumour (covered or excluded under the policy), regardless of when the diagnosis is made; or
- (b) a diagnosis of benign brain tumour (covered or excluded under the policy).

Medical information about the diagnosis and any signs, symptoms or investigations leading to the diagnosis must be reported to Canada Life within six months of the date of the diagnosis. If this information is not provided within this period, Canada Life has the right to deny any claim for benign brain tumour or any critical illness caused by any benign brain tumour or its treatment.

- heart valve replacement or repair

18. **"heart valve replacement or repair"** – means the undergoing of surgery to replace any heart valve with either a natural or mechanical valve or to repair heart valve defects or abnormalities. The surgery must be determined to be medically necessary by a specialist.

- exceptions

No benefits will be paid under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures

- survival period

The benefit is payable after a survival period of 30 days following the date of surgery.

## BENEFIT PROVISIONS

- loss of independent existence
19. **"loss of independent existence"** – means the total inability to perform, by oneself, at least two of the following six activities of daily living for a continuous period of at least 90 days with no reasonable chance of recovery.
- Activities of daily living are:
- (a) bathing – the ability to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of assistive devices;
  - (b) dressing – the ability to put on and remove necessary clothing, braces, artificial limbs, or other surgical appliances with or without the aid of assistive devices;
  - (c) toileting – the ability to get on and off the toilet and maintain personal hygiene with or without the aid of assistive devices;
  - (d) bladder and bowel continence – the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained;
  - (e) transferring – the ability to move in and out of a bed, chair or wheelchair, with or without the aid of assistive devices; and
  - (f) feeding – the ability to consume food or drink that already has been prepared and made available, with or without the use of assistive devices.
- loss of limbs
20. **"loss of limbs"** – means the 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.

## BENEFIT PROVISIONS

- motor neuron disease
21. **"motor neuron disease"** – means one of the following: amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy, and limited to these conditions.
- occupational HIV infection
22. **"occupational HIV infection"** – means infection with Human Immunodeficiency Virus (HIV) resulting from accidental injury during the course of the person's normal occupation, which exposed the person to HIV contaminated body fluids. The accidental injury leading to the infection must have occurred following the later of the person's effective date of insurance or, for an increase, the effective date of the increase.

Payment under this condition requires satisfaction of all the following:

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



## BENEFIT PROVISIONS

- exceptions
  - No benefits will be paid under this condition if:
    - (a) the person has elected not to take any available licensed vaccine offering protection against HIV; or
    - (b) a licensed cure for HIV infection has become available prior to the accidental injury.
  - For greater certainty, non-accidental injury including, but not limited to, sexual transmission or intravenous (IV) drug use does not satisfy the definition of Occupational HIV Infection.
- bacterial meningitis
  - 23. **"bacterial meningitis"** – means meningitis, confirmed by cerebrospinal fluid showing growth of pathogenic bacteria in culture, resulting in neurological deficit documented for at least 90 days from the date of diagnosis.
  - exception
    - No benefits will be paid under this condition for viral meningitis.
- aplastic anaemia
  - 24. **"aplastic anaemia"** – means chronic persistent bone marrow failure, confirmed by biopsy, which results in anaemia, neutropenia and thrombocytopenia requiring blood product transfusion, and treatment with at least one of the following:
    - (a) marrow stimulating agents;
    - (b) immunosuppressive agents; or
    - (c) bone marrow transplantation.

## BENEFIT PROVISIONS

### Amount Payable

The amount payable is the critical illness benefit shown in the Table of Benefits. In addition to this benefit, Canada Life will make a \$500 donation in the employee's name to an organization named by the employee and approved by Canada Revenue Agency as a registered charitable organization.

The charitable donation is only payable if:

1. the person does not have basic critical illness insurance under another group critical illness plan issued to the employer by Canada Life; and
2. the critical illness benefit shown in the Table of Benefits is \$10,000 or more.

Only one critical illness benefit is payable for an insured person during his lifetime. Once a benefit has been paid, no further insurance is available for that person under this provision.

### GENERAL LIMITATIONS

No benefits will be paid for:

1. a critical illness that is directly or indirectly related to a condition for which the person obtained medical care within 24 months before he became insured. Medical care is considered to be obtained when he consults a health care professional, uses medication on the advice of a doctor, or receives other medical services or supplies, whether or not a specific diagnosis is made.

This exclusion does not apply:

- (a) if the illness is diagnosed after he has been continuously insured for 24 months; or
- (b) to amounts of insurance which are subject to the underwriting provision.

## BENEFIT PROVISIONS

2. a critical illness resulting directly or indirectly from or associated with any of the following:
  - (a) intentionally self-inflicted injury or attempt at suicide, regardless of the person's state of mind and whether or not he was able to understand the nature and consequences of his actions;
  - (b) war, insurrection, or voluntary participation in a riot;
  - (c) participation in a criminal offence or provoking an assault;
  - (d) use of any drug, poisonous substance, intoxicant, or narcotic, unless prescribed for the person by a licensed physician and taken in accordance with directions given by the licensed physician; or
  - (e) an accident occurring while the person was operating a motorized vehicle if his blood alcohol level was higher than 80 milligrams of alcohol per 100 millilitres of blood.

## CLAIM PROVISIONS

### PROOF OF CLAIM

Benefits under this policy will be paid only after Canada Life has received satisfactory proof that payment is due.

- claimant responsibility

The claimant must provide information required to prove his entitlement to benefits and must also authorize Canada Life to obtain information from other sources for this purpose.

• time limit

Canada Life will not be liable for benefits for which proof is submitted more than 3 months after the earlier of:

1. the end of the critical illness survival period, where applicable; and
2. the date this policy terminates.

### QUEBEC TIME LIMIT FOR THE PAYMENT OF BENEFITS

Where Quebec law applies, benefits will be paid in accordance with the terms set out in this policy within 60 days following receipt of the required proof of claim.

### OVERPAYMENT

If benefits are paid that were not payable under this policy, the employee is responsible for repayment within 30 days of Canada Life sending him a notice of overpayment, or within a longer period if agreed to in writing by Canada Life. If he fails to fulfill this responsibility, no further benefits are payable under this policy until the overpayment is recovered. This does not limit Canada Life's right to use other legal means to recover the overpayment.

## CLAIM PROVISIONS

### 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* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

### BENEFICIARY

An employee may make, alter or revoke a designation of beneficiary as permitted by law. Any designation of beneficiary the employee made under the employer's previous policy prior to the effective date of this policy applies to this policy until the employee makes a change to that designation.

## GENERAL PROVISIONS

### CURRENCY

All money payable under this policy will be in Canadian funds.

### FURNISHING OF INFORMATION: ACCESS TO RECORDS

Upon request, the Group Policyholder must forward to Canada Life:

1. required information on the eligibility of employees;
2. employee applications;
3. details relating to changes in insurance; and
4. information required for assessment of claims.

Canada Life has the right to inspect the Group Policyholder's records relating to employees' insurance. Inspections can take place while this policy is in force and during the first year after it terminates.

All requests, notices, applications, and claims must be made to Canada Life in writing.

Canada Life will not be liable for the Group Policyholder's failure to supply required information or records.

## **GENERAL PROVISIONS**

### **MEDICAL ASSESSMENTS**

Canada Life has the right to conduct necessary investigations relating to applications or claims, and to obtain independent medical assessments if required. Canada Life must also be given the opportunity to examine the person for whom an application or claim is made as often as it may reasonably require during the course of an investigation or assessment.

Canada Life will not assume the cost of assessment or investigation in connection with a late application. Canada Life may assume the cost of other assessments or investigations according to its administrative practices at the time of application or claim.

### **EXTENDING PLAN MEMBER RELATIONSHIPS**

As part of the group benefits plan, Canada Life or its affiliates will offer employees, directly or indirectly, the opportunity to apply for optional financial products and services that contribute towards financial, physical and mental well-being, as a complement to the group insurance provided under the plan. Offers may also be made directly by Canada Life or its affiliates to former employees. An offer will be made directly only to employees and former employees for whom Canada Life has reasonably current contact information. The offer is an offer to apply only. Coverage under any product that is offered must be applied for by the employee or former employee. Acceptance for coverage is not guaranteed.

## **GENERAL PROVISIONS**

### **MISSTATEMENT OF AGE**

Canada Life may request proof of a person's age at any time. If his age has been misstated, entitlement to insurance and benefits will be determined according to his true age.

If premiums have been underpaid for a person's true age, a retroactive adjustment must be paid by the Group Policyholder before any benefits will be paid or continued.

If premiums have been overpaid for a person's true age, Canada Life will pay or credit a retroactive adjustment to the Group Policyholder.



## **GENERAL PROVISIONS**

### **DISCLOSURE PROVISIONS**

This policy will be available through the Group Policyholder for review by employees. Canada Life, at its discretion, may release a copy of this policy in the course of claims settlement discussions.

### **APPEALS**

A person has the right to appeal a denial of all or part of the insurance or benefits described in this policy as long as he does so within one year of the initial denial of the insurance or a benefit. An appeal must be in writing and must include the person's reasons for believing the denial to be incorrect.

### **CONFORMITY TO LEGISLATION**

If this policy does not conform to legislation that governs it, it is considered automatically amended to comply with the minimum requirements of that legislation.

### **NON-PARTICIPATING**

This is a non-participating policy.

### **GENDER**

The words he, him and his refer to all genders.

## **GENERAL PROVISIONS**

### **POLICY AMENDMENT**

This policy may be amended as agreed to by the Group Policyholder and Canada Life in writing. It may also be amended by Canada Life providing notice to the Group Policyholder. Examples of when such an amendment may be made would include, but not be limited to, instances where an amendment is considered essential to support the viability or sustainability of the benefits plan of which this policy is a part, or as a response to advancements in health technology. The Group Policyholder shall have 60 days after the date that the notice is sent to object in writing to the amendment. Provided that no objection is received by Canada Life from the Group Policyholder during this period, the amendment will be effective as of the end of the 60-day period.

### **REPRESENTATION AND NOTICE**

The Group Policyholder's actions will bind an affiliated company. Notice given to the Group Policyholder is considered notice given to an affiliated company.

## PREMIUM PROVISIONS

### PAYMENT

The first premium is due on the effective date of this policy. After that, premiums are due on the first day of each month. Premiums must be paid by the Group Policyholder at Canada Life's Head Office. Premiums not paid on time will be in default.

### GRACE PERIOD

After the first premium has been paid, 31 days of grace are allowed to pay a premium in default. During this time the policy will stay in force. If the premium is not paid by the end of the days of grace this policy will terminate. The Group Policyholder is liable for a pro rata premium for the time this policy is in force during the grace period and for all other unpaid premiums.

### CALCULATION: PREMIUM RATE

The amount of each premium is the sum of the premiums for each insured employee calculated at the rate last set by Canada Life.

- premium payment not a guarantee of coverage

Payment of premium will not cause insurance to take effect or continue if it would not do so according to this policy's insuring provisions.

### ADJUSTMENTS

The premium will be adjusted retroactively to reflect any changes in insurance amounts or premium waiver. Credits will be given only for the 4 months preceding receipt of notice.

## PREMIUM PROVISIONS

### RATE CHANGES

Canada Life can change the premium rates at any time. Written notice will be sent to the Group Policyholder before a change is made.

Once a change is made, Canada Life cannot make another change for 12 months or such other period as may be agreed to by the Group Policyholder, unless:

1. the policy provisions are changed at the request of the Group Policyholder.
2. the introduction, revision, or repeal of a government statute or regulation results in a change in:
  - (a) the benefits payable under this policy; or
  - (b) taxes payable to a government authority.

## **TERMINATION OF THE POLICY**

The Group Policyholder may terminate this policy by giving written notice to Canada Life. Termination by the Group Policyholder will take effect on the later of:

1. the date of termination stated in the written notice; and
2. the date Canada Life receives the written notice.

Canada Life may terminate this policy at any renewal date by giving written notice of termination to the Group Policyholder at least 31 days in advance.

This policy will automatically terminate if a premium in default is not paid by the end of the grace period for that premium.

## **TRANSFER PROVISIONS**

### **Transfer of Insurance**

The following provision applies when insurance for any class of employees takes effect under this policy during the 31 days after the critical illness coverage ends for that class under another group health insurance policy.

Any person who was covered in the terminating class under the other policy when insurance for that class ended will be insured on the effective date of insurance for that class under this policy, as long as he is then an insurable employee.



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Toll free: 1-800-957-9777  
[www.canadalife.com](http://www.canadalife.com)