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SAMPLE

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## Section 1: Interpretation and Terms Used

### Interpretation

The use of capital letters in this policy indicates a term, which is defined below or elsewhere in this policy. The use of italicized letters indicates a reference to a heading or sub-heading shown on the *Policy Specifications*, unless otherwise indicated.

**Policy Specifications** refers to the page(s) headed *Policy Specifications* in this policy and any amendments thereto.

### Terms Used

The following are general terms used throughout the policy. Other terms which are of a more specific nature appear under the heading Definitions in the particular section in which they are used.

**Acute Care** means active intervention required to diagnose or manage a condition that would otherwise deteriorate.

**Annual Renewal Date** means the annual date set out on the *Policy Specifications* on which Canada Life may renew this policy.

**Application** means the form approved by Canada Life that the *Owner* completed and signed, in order to apply for the coverage provided under this policy.

**Canada Life** means The Canada Life Assurance Company, and any other companies or persons with whom Canada Life may contract to provide, on Canada Life's behalf, some or all of the services provided under this policy.

**Covered Expenses** for Covered Healthcare Services and Supplies and Covered Dentalcare Services and Supplies means the lesser of actual expenses and Customary Charges.

**Covered Healthcare Services and Supplies** means the healthcare services and supplies covered by this policy and set out in Section 6.

**Covered Dentalcare Services and Supplies** means the dentalcare services and supplies covered by this policy and set out in Section 7.

**Customary Charges** means the lowest of:

- representative prices in the area where the treatment was provided;
- maximum prices established by law;
- with respect to Covered Healthcare Services and Supplies, prices shown in any applicable professional association fee guide; or
- with respect to Covered Dentalcare Services and Supplies, prices shown in the Dental Fee Guide for a general practitioner or a specialist fee guide when a specialist provides services within the specialist's specialty.

**Dentist** means a person, other than an *Insured* or a member of an *Insured's* family, who is a licensed dentist in the province or territory where the dental care is received and who gives dental care within the scope of that license.

**Government Plan** means a plan that provides drug, health, dental or vision coverage and that is legislated, funded or administered by a government. Group plans for government employees are not included. Except as provided below, a person must be covered by the Government Plans in the person's province or territory of residence they are eligible for to be covered by this policy. For residents of Québec, *Insureds* must be covered for prescription drugs through:

- Régie de l'assurance maladie du Québec (RAMQ); or
- through a private plan with an employer, union or an association they are a member of; or
- through a spouse's group insurance plan (private plan).

**Hospital** means an institution that:

- is legally termed a hospital;
- is open at all times;
- offers in-patient accommodation;
- has a staff of one or more Physicians available at all times; and
- continuously provides 24-hour nursing by registered nurses.

**Injury** means accidental bodily injury.

**Insurable Child** means an unmarried child who meets all of the following requirements:

- the child is the natural, adopted, or step child of the *Owner* or the Insurable Spouse, or a child for whom the *Owner* or the Insurable Spouse has been appointed guardian for all purposes by a court of competent jurisdiction.
- the child, if under age 21, is not working more than 30 hours a week, unless the child is also a full-time student.
- the child, if age 21 or over:
  - is a full-time student under age 25; or
  - is incapacitated for a continuous period that began before age 21; or
  - is incapacitated for a continuous period that began while the child was a full-time student under age 25.
- the child, if the child of the Insurable Spouse, is also the *Owner's* child or the Insurable Spouse is living with the *Owner* and has custody of the child.

A child for whom the *Owner* or the Insurable Spouse has been appointed guardian is not insurable unless Canada Life has received satisfactory proof of guardianship and if the Insurable Spouse is the guardian, the Insurable Spouse is living with the *Owner*.

A child is considered a full-time student if the child 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 six months. If the child is being paid to attend an educational institution, the child will not be considered a full-time student.

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

**Insurable Spouse** means the *Owner's* legal spouse or common-law spouse.

- A legal spouse means the person lawfully married to the *Owner* according to the applicable provincial legislation.
- A common-law spouse means the person who is living with the *Owner* in a conjugal relationship.

If the *Owner* has a change in spouse, the *Owner* must provide a statement of health for the new spouse satisfactory to Canada Life before coverage will be provided for the new spouse under this policy.

No coverage will be provided under this policy until the *Owner* has received written confirmation of the change in coverage from Canada Life. The change will take effect on the first day of the month following approval by Canada Life.

A change from a common-law spouse to a legal spouse is valid only when the legal spouse is living with the *Owner*.

**Insured** means the *Owner* or any other person named on the *Policy Specifications* as an *Insured*.

**Other Health Insurance Plan** means a plan that provides indemnity, insurance, reimbursement or service benefits for hospital, medical, dental, or other types of expenses. Examples of Other Health Insurance Plans include group and individual health insurance coverage, including health benefits payable through an automobile policy, union welfare plan, self-insured group plan, mutual benefit association, prepayment plan or credit card plan.

**Physician** means a person, other than an *Insured* or a member of the *Insured's* family, who is a licensed medical doctor in the province or territory where the medical care is received and who gives medical care within the scope of the license.

**Policy Effective Date** means the *Effective Date* shown on the *Policy Specifications* first issued with this policy.

**Professional Nurse** means a registered nurse, licensed practical nurse, or registered nursing assistant, other than an *Insured* or a member of the *Insured's* family.

**Risk Class** means any grouping of *Insureds* used in Canada Life's Risk Classification System for health insurance plans of this type.

**Risk Classification System** means the criteria, rules, and procedures used by Canada Life to classify risk and to determine eligibility and premium rates for health insurance plans of this type, including the variables set out in the *Policy Specifications*.

**Sickness** means disease or illness.

**Sound Natural Tooth** means any tooth that has not been artificially replaced and that did not require restorative treatment immediately before the Injury.

**War** means an act or state of war, declared or not, and includes any armed conflict by or against any country, political unit or any group formed to engage in war.

**Written Request** means a written request in a form satisfactory to Canada Life, together with such evidence satisfactory to Canada Life as it may require, if any.

**Year** means the 12-month period beginning on the date that the first expense is incurred. This definition of Year is used for the purpose of determining maximums or frequency limitations, unless the time period is specifically stated as a calendar year. A subsequent Year begins on the date that the first expense is incurred after the end of the previous Year. Similarly, two Years means the 24-month period beginning on the date that the first expense is incurred. A subsequent period of two Years begins on the date that the first expense is incurred after the end of the previous two Years. Other stated periods of Years have a corresponding meaning based on the number of periods stated.



## Section 2: Insurance Provision

This policy is issued in consideration of the Application for it and payment of the first premium on or before delivery of this policy. Upon receiving proof of claim satisfactory to Canada Life, Canada Life will pay benefits for expenses or losses covered under this policy.

The expenses must be incurred by the *Insured* while this policy is in force. For benefits to be payable, Covered Healthcare Services and Supplies and Covered Dentalcare Services and Supplies must be provided to the *Insured* as a result of an Injury or Sickness.

Payment is subject to the limits set out in the *Table of Benefits, Healthcare Coverage Limits and Dentalcare Coverage Limits* set out in the *Policy Specifications*, the limitations, exceptions and exclusions set out in this policy, and all other provisions of this policy.

## Section 3: Terms of Insurance and Renewability

This policy is for a term of one year:

- commencing on the Policy Effective Date; and
- ending on the day before the first *Annual Renewal Date* following the Policy Effective Date.

Canada Life will automatically renew this policy every year for successive one-year terms commencing on the *Annual Renewal Date*. This policy must be in force on the day before each *Annual Renewal Date* in order to be renewed.

Canada Life reserves the right to change the *Annual Renewal Date* from time to time. If the *Annual Renewal Date* is changed, the effect of such a change will be to extend the then-current term of insurance to the day before the new *Annual Renewal Date*.

## Section 4: Cancellation and Termination

### Cancellation

Canada Life has the right to cancel this policy on any *Annual Renewal Date*, provided the cancellation will be made to all policies within a particular Risk Class and will not affect only the policy of the individual *Owner*. Canada Life will give written notice of a cancellation to the *Owner* at least 31 days prior to the cancellation date.

### Failure to Respond

Canada Life may request additional documentation or information from the *Owner* or an *Insured*, or may require the *Owner* or *Insured* to undergo an assessment, regarding the Application, the Policy or a claim for benefits. If the requested documentation or information is not provided within 30 days of Canada Life's request, or if the *Owner* or *Insured* fails to undergo the assessment, Canada Life will have the right to either decline the Application, decline payment of the claim or terminate coverage for the *Owner* or the *Insured*, or terminate the Policy.

### Termination

This policy will terminate on the earliest of:

- the date the *Owner* ceases to be covered under the Government Plan which provides coverage in the *Owner's* province or territory of residence;
- the date the *Owner* ceases to be a permanent resident of Canada;



- the date Canada Life terminates the Policy under the Failure to Respond provision;
- the last day of the month in which:
  - the last day of the grace period occurs, if the premium due has not been paid in full by that date;
  - cancellation under the above Cancellation provision occurs;
  - the end of the premium period occurs when Canada Life receives a Written Request from the *Owner* to terminate the policy; or
  - the *Owner* dies.

Coverage for an Insurable Spouse or an Insurable Child will terminate on the earliest of:

- the date the Insurable Spouse or Insurable Child ceases to be covered by the Government Plan which provides coverage in the *Owner's* province or territory of residence;
- the date the Insurable Spouse or Insurable Child ceases to be a permanent resident of Canada;
- the date Canada Life terminates coverage under the Failure to Respond provision;
- the last day of the month in which:
  - the policy terminates;
  - the person ceases to qualify as an Insurable Spouse or an Insurable Child;
  - the *Insured* spouse or *Insured* child dies; or
  - the end of the premium period occurs when Canada Life receives a Written Request from the *Owner* terminating coverage for a named *Insured*.

## Section 5: Premium

### Payment of Premium

The *Owner* will pay, or cause to be paid, the premium when due.

Premiums are due monthly. The first premium is due and payable on or before the Policy Effective Date. Thereafter, each premium is due in advance on the day shown under *Premium Frequency* on the *Policy Specifications*.

All premiums after the first premium must be paid to Canada Life or its authorized administrator. Payment may be made by way of a debit to the credit card account or pre-authorized withdrawal from the account of the *Owner*, or from the account of the premium payor if other than the *Owner*. The *Owner*, or premium payor if not the *Owner*, may, by Written Request, change the designated account from which payment is to be made.

### Change in Premium at Renewal

Prior to each *Annual Renewal Date*, Canada Life will establish the premium for the next one-year term based on:

- the anticipated experience of the Risk Class applicable to this policy; and
- the age of the oldest *Insured* listed on the *Policy Specifications* at the next *Annual Renewal Date*

The new premium will take effect on the *Annual Renewal Date* of this policy. Any change based on anticipated experience will affect all policies within the Risk Class with the same *Annual Renewal Date* and not only the policy of the *Owner*. Canada Life will not change the premium based on anticipated experience more than once in any 12-month period.

Canada Life will give written notice of a change in premium no less than 31 days before the *Annual Renewal Date*. This written notice will state the new premium and will be mailed to the *Owner* at the most recent address shown in Canada Life's records. If a change results in a decrease in premium, any excess premium already paid will be applied toward the next premium due.

## Change in Premium Due to Change in Risk Class or Coverage

The premium will also change if an *Insured* becomes a member of a different Risk Class. Reasons that an *Insured* may become a member of a different Risk Class include:

- a change in province or territory of residence; or
- approval or termination of coverage for an Insurable Spouse or Insurable Child.

The *Owner* must notify Canada Life in writing upon the occurrence of any change in an *Insured's* province or territory of residence and the date the change occurred. The change in premium will be effective on the first day of the month following the date of the change in the province or territory of residence.

Reasons that the premium may change due to a change in coverage include:

- approval or termination of coverage for an Insurable Spouse or Insurable Child after the policy has been issued; and
- when coverage is increased or decreased after the policy has been issued.

A change in premium resulting from approval of coverage for an Insurable Spouse or Insurable Child or an increase in coverage will be effective on the first day of the month following:

- approval of coverage for an Insurable Spouse or Insurable Child; or
- the Written Request from the *Owner* to increase coverage.

A change in premium resulting from termination of coverage for an Insurable Spouse or Insurable Child or a decrease in coverage will be effective on the last day of the month following the termination or a decrease in coverage.

## Other Changes in Premium

Canada Life also has the right to change the premium at any time for any of the following reasons provided that the change will affect all policies within a Risk Class and not only the policy of the *Owner*:

- if the introduction, revision, or repeal of a government law or regulation results in a change in the benefits payable under this policy or taxes payable to a government authority;
- if the benefits payable under this policy are affected by a change in a Government Plan, hospital rates, the Compendium of Pharmaceuticals and Specialties, the Canadian Dental Association Uniform System of Coding and List of Services or similar rate guides approved by the appropriate governing body;
- if there is a change in the coverage provided by this policy.

Any change in premium for the above reasons will be made to all policies within a particular Risk Class and will not affect only the policy of an individual *Owner*.

Written notice of a change in premium will be mailed to the *Owner* at the most recent address shown in Canada Life's records, no less than 31 days before any change in premium becomes effective.

The written notice will state the new premium and effective date of the change. If a change results in a decrease in premium, any excess premium already paid will be applied toward the next premium due.

## Additional Fees

Canada Life may charge a fee for services requested by the Owner in accordance with Canada Life's then-current fee schedule. Canada Life will notify the Owner of the fee and its due date.

## Grace Period

Except for the first premium, a 31-day grace period will be allowed for payment of premium or additional fees not paid when due. This policy will remain in force during any grace period.

## Section 6: Covered Healthcare Services and Supplies

This section describes the Covered Healthcare Services and Supplies benefits covered by this policy.

### Payment of Benefits

Payment of benefits for Covered Healthcare Services and Supplies will be for Covered Expenses at the *Reimbursement Levels* shown in the *Policy Specifications*.

Benefits payable are subject to the *Healthcare Coverage Limits* set out in the *Policy Specifications*, including the:

- *Reimbursement Level* for eligible Prescription Drugs – 80%;
- *Reimbursement Level* for all other eligible health expenses of 100%; and
- limitations, exceptions and exclusions set out in this policy, and all other provisions of this policy.

### Date of Incurral

For the purpose of all calculations made under this section, expenses for Covered Healthcare Services and Supplies are considered to be incurred when the person receives them.

### Definitions

**Convalescent Care** means active treatment or rehabilitation:

- for a condition that will significantly improve as a result of convalescent care; and
- that immediately follows three or more days of confinement for Acute Care.

**Home Health Agency** means a public or private organization, which is licensed to provide homemaking services, and is primarily engaged in providing professional nursing care or other therapeutic services.

**Palliative Care** means treatment for the relief of pain in the final stages of a terminal condition.

**Reasonable Medical Treatment** means treatment that:

- is accepted by the Canadian medical profession;
- has proven to be effective; and
- is of a form, intensity, frequency and duration essential to diagnosis or management of the Injury or Sickness.

## Healthcare Services and Supplies Covered by this Policy

The following services and supplies are covered when provided in Canada. The services and supplies provided must be Reasonable Medical Treatment for an Injury or Sickness. No benefits are payable for the cost of services and supplies that are not Reasonable Medical Treatment.

### Prior Authorization

In order to determine whether coverage is provided for certain services or supplies, Canada Life maintains a limited list of services and supplies that require prior authorization.

Prior Authorization is intended to help ensure that a service or supply represents reasonable treatment.

If the use of a lower cost alternative service or supply represents reasonable treatment, Canada Life may require a person to provide medical evidence of why the lower cost alternative service or supply cannot be used before coverage may be provided for the service or supply.

### Ambulance Services

Canada Life covers ambulance services, including air ambulance services, if a licensed ambulance company provides them, for transportation to the nearest centre where essential treatment is available.

### In-Home Nursing and Home Health Aide Care

Canada Life covers in-home nursing and home health aide care if:

- it starts while the *Insured* is covered under this policy;
- it represents Acute Care, Convalescent Care, or Palliative Care; and
- Canada Life has approved it prior to commencement of care.

In-home nursing care is care that:

- requires the skills and training of a Professional Nurse; and
- is provided in a private residence by a Professional Nurse.

The level of skill needed will be determined using applicable licensing restrictions. Home health aide care is care that:

- is prescribed by a Physician;
- is obtained through a licensed home health agency; and
- is provided on a part-time or intermittent basis. Coverage will not be considered part-time or intermittent if more than 30 hours of care is given in a week.

The *Owner* must obtain from Canada Life an estimate of nursing care or home health aide benefits payable under this policy. Canada Life will require a letter from the attending Physician containing:

- a description of the *Insured's* Injury or Sickness;
- a list of the required nursing or home health aide services and their frequency;
- an indication of the level of skill required to perform the required nursing care services, meaning those of a registered nurse, licensed practical nurse, registered nursing assistant, or other practitioner;
- the number of hours of care required per day or week; and
- an estimate of the length of time nursing or home health aide care will be required.

## Prescription Drugs

Canada Life covers the following drugs:

- drugs and drug supplies prescribed by a person entitled by law to prescribe them, and dispensed by a person entitled by law to dispense them;
- drugs, including contraceptive drugs and products containing a contraceptive drug, that require a prescription according to the *Food and Drugs Act*, Canada, or provincial legislation in effect where the drug is dispensed;
- drugs that must be injected including vitamins, insulins, and allergy extracts. Syringes for self-administered injections of covered drugs are also covered;
- disposable needles for use with non-disposable insulin injection devices, lancets, test strips and sensors for flash glucose monitoring machines;
- extemporaneous preparations or compounds if one of the ingredients is a covered drug;
- drugs that do not require a prescription by law if:
  - they are listed in the current Compendium of Pharmaceuticals and Specialties;
  - they are prescribed by a Physician or Dentist; and
  - they are categorized as:
    - antimalarials
    - fibrinolytics
    - muscle relaxants
    - nitroglycerin
    - potassium replacements
    - single entity fluorides
    - single entity iron salts
    - thyroid agents, or
    - topical enzymatic debriding agents

Canada Life covers expenses incurred for eligible drugs outside of Canada if Canada Life would have paid benefits for those drugs if they had been received in the Insured's home province or territory.

## Cannabis for Medical Purposes

Cannabis for medical purposes is covered when obtained from a licensed producer pursuant to a *medical document* issued by an authorized healthcare practitioner, and provided that all other requirements under the Cannabis Act and the Cannabis Regulations (as they may be amended or replaced from time to time) have been complied with.

Cannabis does not include seeds or plant material that can be used to propagate cannabis.

*Medical document* means a medical document as defined in the Cannabis Act (as it may be amended or replaced from time to time).

### Limitations

#### *Drug and drug supply limitations*

The limitations that apply to coverage for drugs and drug supplies apply with equal force to coverage for Cannabis, except that cannabis does not require a drug identification number as defined by the Food and Drugs Act, Canada.

### *Reasonable treatment*

Notwithstanding any other provision, cannabis represents reasonable treatment only on the terms and conditions and for those disease or injuries, or stages or progression of diseases or injuries, determined by Canada Life from time to time at its discretion.

### *Designated Provider Limitation*

Canada Life can require that cannabis be purchased from a licensed producer designated by Canada Life, and:

- Limit the covered expense for cannabis that was not purchased from a licensed producer designated by Canada Life to the cost of the cannabis had it been purchased from a licensed producer designated by Canada Life; or
- Decline a claim for cannabis that was not purchased from a licensed producer designated by Canada Life.

### *Patient Assistance Program*

A patient assistance program means a program that provides assistance to persons with respect to the purchase of services or supplies.

Canada Life can require a person to apply to and participate in any patient assistance program to which the person may be entitled. Further, Canada Life can reduce the amount of a covered expense for cannabis by an amount up to the amount of financial assistance the person is entitled to receive for cannabis under a patient assistance program.

## **Medical Supplies**

The following medical supplies are covered when prescribed by a Physician. For supplies available on a rental basis, Canada Life covers either the rental cost or, at its discretion, the cost of purchase:

### *Breathing Equipment*

- oxygen and the equipment needed for its administration;
- intermittent positive pressure breathing machines;
- continuous positive airway pressure machines;
- apnea monitors for respiratory dysrhythmias;
- mist tents and nebulizers;
- chest percussors, drainage boards, and sputum stands;
- suction pumps; and
- tracheostoma tubes.

### *Orthopedic Equipment*

- braces. Braces are wearable, orthopedic appliances that rely on a rigid material such as metal or hard plastic to hold parts of the body in the correct position. Elastic supports and foot orthotics are not considered braces;
- cervical collars;
- custom-made foot orthotics and custom-fitted orthopedic shoes, including modification to orthopedic footwear;
- casts;
- splints, including shoes attached to a splint;
- external electrosplinal stimulators for the correction of scoliosis;
- non-union bone stimulators; and
- prone standers.

### *Prosthetic Equipment*

- artificial eyes, including rebuilding and polishing of artificial eyes;
- standard artificial limbs, including repairs, stump socks, and shoulder harnesses;
- cleft palate obturators;
- external breast prostheses;
- surgical brassieres; and
- internal breast prostheses to the amount payable for external breast prostheses.

### *Mobility Aids*

- wheelchairs and power scooters when necessary to permit independent participation in daily living; and
- repairs and rechargeable batteries for covered wheelchairs and power scooters.

### *Hearing Aids*

- hearing aids, including batteries, tubing and ear moulds provided at the time the hearing aid is purchased; and
- hearing aid repairs and adjustments.

### *Diabetic Supplies*

- blood-glucose, flash glucose, and continuous glucose monitoring machines;
- sensors and transmitters for continuous glucose monitoring machines.

### *Other Medical Supplies*

- canes, walkers, crutches and parapodiums;
- hospital beds, bed rails, trapeze bars, head halters, and traction apparatus;
- colostomy and ileostomy supplies;
- catheters and catheterization supplies;
- food substitutes that must be administered through a tube feeding process. Tube feeding pumps and pump sets are also covered;
- transcutaneous nerve stimulators for the control of chronic pain;
- custom-made pressure supports for lymphedema;
- extremity pumps for lymphedema or severe postphlebotic syndrome;
- custom-made graduated compression hose;
- custom-made burn garments;
- elevated toilets seats, shower chairs, bathtub rails, and standard commodes;
- wigs for cancer patients undergoing chemotherapy;
- surgically implanted intraocular lenses; and
- eyeglasses or contact lenses following eye surgery.

### **Diagnostic Services**

Canada Life covers diagnostic laboratory and x-ray procedures performed in the *Insured's* province or territory of residence when coverage is not available under the *Insured's* Government Plan.

### **Paramedical Services**

Unless prohibited by law, Canada Life will pay for the portion of the cost of paramedical services that is not payable under a Government Plan.

Canada Life covers the following paramedical services when provided out-of-hospital:



- treatment of muscle and bone disorders, including diagnostic x-rays, by a licensed chiropractor;
- treatment of nutritional disorders by a registered dietician;
- treatment by a licensed osteopath, including diagnostic x-rays;
- treatment of movement disorders by a licensed physiotherapist;
- treatment of foot disorders, including diagnostic x-rays, by a licensed podiatrist;
- treatment by a registered psychologist or social worker;
- treatment by a qualified massage therapist;
- treatment of speech impairments by a qualified speech therapist;
- treatment by a licensed naturopath; and
- treatment by a qualified acupuncturist.

Canada Life covers expenses incurred for eligible paramedical services outside of Canada if Canada Life would have paid benefits for those paramedical services if they had been received in the Insured's home province or territory.

### Visioncare

Canada Life covers the following visioncare services and supplies:

- eye examinations, including refraction, if they are performed by a licensed ophthalmologist or optometrist, provided coverage is not available under the *Insured's* Government Plan;
- glasses and contact lenses required to correct vision when provided by a licensed ophthalmologist, optometrist, or optician; and
- laser eye surgery when performed by a licensed ophthalmologist.

Canada Life covers expenses incurred for eligible vision expenses outside of Canada if Canada Life would have paid benefits for those vision expenses if they had been received in the Insured's home province or territory.

Canada Life can, on such terms as it determines, cover services or supplies not otherwise covered under this policy where the service or supply represents reasonable treatment.

Canada Life can limit the covered expense for a service or supply to that of a lower cost alternative service or supply that represents reasonable treatment.

## Section 7: Covered Dentalcare Services and Supplies

This section describes the Covered Dentalcare Services and Supplies benefits covered by this policy.

### Payment of Benefits

Payment of benefits for Covered Dentalcare Services and Supplies will be for Covered Expenses at the *Reimbursement Levels* shown in the *Policy Specifications*.

Benefits payable for Covered Dentalcare Services and Supplies are subject to a three-month no-claims Waiting Period.

Benefits payable are subject to the *Dentalcare Coverage Limits* set out in the *Policy Specifications*, including the:

- *Reimbursement Level* for eligible Dental Accident Treatment expenses of 100% of the lesser of the billed cost of the dental services and the dental fee guide;
- *Reimbursement Level* for routine dental expenses of 80% of the lesser of the billed cost of the dental services and the dental fee guide;

- *Maximum Benefit Amount* of \$750 per calendar year for routine dental expenses; and
- limitations and exceptions set out in this policy, and all other provisions of this policy. The *Maximum Benefit Amount* does not apply to eligible Dental Accident Treatment expenses.

## Date of Incurral

For the purpose of all calculations made under this section, expenses for Covered Dentalcare Services and Supplies are considered to be incurred when treatment is completed.

## Definitions

**Dental Mechanic** means a person who is licensed to construct dentures.

**Dental Fee Guide** means the dental association fee guide in effect in the *Owner's* province or territory of residence on the date treatment is rendered.

**Reasonable Dental Treatment** means treatment that:

- is recognized by the Canadian Dental Association;
- has proven to be effective;
- is performed by a Dentist or under a Dentist's supervision, or performed by a Dental Mechanic; and
- is of a form, intensity, frequency and duration essential to diagnosis or management of dental Injury or Sickness.

**Waiting Period** means the period starting on the Policy Effective Date and ending on the last day of the third month following the Policy Effective Date. For greater certainty, the Waiting Period only applies to Covered Dentalcare Services and Supplies.

## Dentalcare Services and Supplies Covered by this Policy

All services and supplies covered under this section must represent Reasonable Dental Treatment for Injury or Sickness. No benefits are payable for the cost of services and supplies that are not Reasonable Dental Treatment.

Unless otherwise specified, dental treatment is both described and assessed according to the Canadian Dental Association Uniform System of Coding and List of Services, as amended from time to time.

Canada Life covers expenses incurred for eligible dental services and supplies outside of Canada if Canada Life would have paid benefits for those dental services and supplies if they had been received in the Insured's home province or territory.

### Routine Dental Services and Supplies

Routine Dental Services and Supplies are described below:

#### Diagnostic Services

- complete oral examinations;
- oral pathology, periodontal, surgical, prosthodontic, and endodontic examinations;
- limited oral examinations;
- limited periodontal examinations;
- specific and emergency examinations;
- complete series of intra-oral radiographs;

- intra-oral radiographs;
- sialography;
- extra-oral radiographs other than panoramic and sialography;
- radiopaque dyes used to demonstrate lesions;
- interpretation of radiographs or models from another source;
- microbiological, histological, cytological, and pulp vitality tests; and
- laboratory reports.

#### *Preventative Services*

- prophylaxis;
- topical application of fluoride;
- pit and fissure sealants on bicuspids and permanent molars;
- space maintainers;
- maintenance of space maintainers;
- appliances for the control of harmful habits, including related observations, adjustments, repairs, alterations, and removal;
- finishing restorations;
- interproximal diskings; and
- recontouring of teeth.

#### *Minor Restorative Services*

- caries, trauma, and pain control;
- amalgam and tooth-coloured fillings;
- retentive pins and prefabricated posts for fillings; and
- prefabricated crowns for primary teeth.

#### *Endodontic Services*

- procedures described in the endodontic section of the Canadian Dental Association Uniform System of Coding and List of Services, as amended from time to time.

#### *Periodontal Services*

- procedures described in the periodontic section of the Canadian Dental Association Uniform System of Coding and List of Services, as amended from time to time.

#### *Denture Maintenance*

- denture relines for dentures;
- denture rebases for dentures; and
- resilient liner in relined or rebased dentures.

#### *Oral Surgery*

- removal of teeth;
- surgical exposure of teeth;
- minor alveoplasty, gingivoplasty and stomatoplasty for remodeling and recontouring oral tissues;
- surgical incisions;

- surgical excision of tumors, cysts, and granulomas;
- treatment of fractures, including related bone grafts to the jaw;
- treatment of maxillofacial deformities, including related bone grafts to the jaw and cheiloplasty; and
- palatal obturators.

#### *Adjunctive Services*

- minor remedies for relief of dental pain;
- therapeutic injections; and
- anesthesia required in relation to covered services.

### **Dental Accident Treatment**

Dental treatment resulting from Injury to Sound Natural Teeth is covered if:

- the dental treatment is required as a result of a blow from an external force;
- the Injury occurs while the Insured is covered under this policy;
- treatment is performed by a Dentist, oral surgeon, or denturist; and
- treatment begins within 60 days after the Injury. This requirement will be waived if Canada Life receives satisfactory evidence that an Injury or Sickness has delayed treatment beyond 60 days.

Dental Accident Treatment services and supplies are described below:

#### *Routine Services and Supplies Relating to Dental Accident Treatment*

Coverage for diagnostic, restorative, preventative, endodontic, periodontal, surgical, and adjunctive services under this provision is based on the Routine Dental Services and Supplies provision under Section 7. Frequency limits on diagnostic services set out in the Limitations section do not apply.

#### *Major Dental Services and Supplies Relating to Dental Accident Treatment*

- coverage for crowns and onlays
- standard complete dentures
- standard cast or acrylic partial dentures and
- complete overdentures or bridgework

## **Section 8: Limitations**

### **General Limitations**

For Covered Healthcare Services and Supplies, and Covered Dentalcare Services and Supplies, benefits payable are per *Insured* person, unless otherwise indicated.

Benefits payable for Covered Healthcare Services and Supplies and Covered Dentalcare Services and Supplies eligible under any Government Plan are limited to any deductible and co-insurance amounts the *Insured* is required to pay under the Government Plan.

The *Maximum Benefit Amount* payable for all Covered Dentalcare Services and Supplies incurred for routine dental services and supplies by one *Insured* is \$750 per calendar year, as shown in the *Policy Specifications*. The *Maximum Benefit Amounts* shown in the *Policy Specifications* do not apply to those Covered Expenses incurred for treatment of an Injury under the Dental Accident Treatment provision.

Benefits payable for Covered Healthcare Services and Supplies and Covered Dentalcare Services and Supplies are further limited as set out below.

## Specific Limitations for Covered Healthcare Services and Supplies

### In-Home Nursing and Home Health Aide Care

Benefits payable for in-home nursing and home health aide care are limited to the minimum number of hours per day or week and level of skill needed to provide essential nursing and home health aide service.

Benefits payable for in-home nursing and home health aide care are payable for a maximum of 12 months, beginning on the first day of care. The combined maximum amount payable is \$5,000. The maximums will be reinstated for a subsequent period of in-home nursing and home health aide care if:

- it follows a period of at least six months during which no nursing or home health aide care was needed; or
- it is required for a different and unrelated Injury or Sickness.

Benefits for Hospital care and in-home nursing and home health aide care are not payable for chronic conditions.

### Prescription Drugs

Benefits payable for prescription drugs are limited to \$10,000 per *Insured* in a calendar year.

Benefits payable are limited to any single purchase of a drug that would reasonably be consumed or used within 34 days, except for the following maintenance drugs when dispensed in quantities that would reasonably be consumed or used within 100 days:

- antiasthmatics
- antibiotics for acne
- anticoagulants
- anticonvulsants
- antihypertensive agents
- antiparkinson
- antituberculosis
- cardiac agents
- estrogens
- glaucoma
- hypoglycemic agents
- potassium replacements
- thyroid preparation

Benefits payable for any drug can be limited to that of a lower cost interchangeable drug determined in accordance with Canada Life's adjudication practices at the time of claim.

An interchangeable drug includes but is not limited to a generic equivalent of the brand name drug deemed to be interchangeable by law where the drug is dispensed, or a subsequent entry biologic drug.

The right to limit the benefit payable does not apply if medical evidence has been provided that indicates a contraindication to the interchangeable drug.

Benefits payable for the dispensing fee portion of the prescription drug charge are limited to \$5.

## **Cannabis for Medical Purposes**

The maximum amount payable for cannabis expenses is \$2,500 per calendar year.

## **Orthopedic Equipment**

Benefits payable for custom-made foot orthotics and custom-fitted orthopedic shoes, including modification to orthopedic footwear, are limited to \$300 in a calendar year.

## **Prosthetic Equipment**

Benefits payable for internal breast prostheses are limited to the amount payable for external breast prostheses.

Coverage for external breast prostheses is limited to once in a calendar year. Coverage for surgical brassieres is limited to twice in a calendar year.

## **Mobility Aids**

Canada Life covers only Mobility Aids that permit the *Insured* to perform activities of daily living without the assistance of another person.

Where the *Insured* has been reimbursed for a power scooter, no benefits are payable for the purchase of a wheelchair until at least three (3) Years have elapsed since the power scooter was purchased.

Benefits payable for Mobility Aids are limited to \$1,500 during the *Insured's* lifetime. If the Mobility Aid comes to a total purchase amount less than \$1,500.00, the *Insured* may use the remaining amount for repairs and/or rechargeable batteries for a Mobility Aid.

## **Hearing Aids**

Benefits payable for hearing aids are limited to \$400 every five Years.

## **Diabetic Supplies**

Coverage for blood-glucose, flash glucose, and continuous glucose monitoring machines, including sensors and transmitters for continuous glucose monitoring machines is limited to \$3,000 per calendar year. Flash glucose sensors are covered separately under prescription drugs.

## **Other Medical Supplies**

Benefits payable for:

- transcutaneous nerve stimulators for the control of chronic pain are limited to \$700 in an *Insured's* lifetime;
- extremity pumps for lymphedema or severe postphlebotic syndrome are limited to \$1,500 in an *Insured's* lifetime; and
- wigs for cancer patients undergoing chemotherapy are limited to \$500 in an *Insured's* lifetime.

Coverage for:

- custom-made graduated compression hose is limited to four pairs in a calendar year; and
- eyeglasses or contact lenses following eye surgery are limited to one pair per lifetime.

## Paramedical Services

Benefits payable for:

- treatment of muscle and bone disorders, including diagnostic x-rays, by a licensed chiropractor;
- treatment of nutritional disorders by a registered dietician;
- treatment by a licensed osteopath, including diagnostic x-rays;
- treatment of movement disorders by a licensed physiotherapist;
- treatment of foot disorders, including diagnostic x-rays, by a licensed podiatrist;
- treatment by a registered psychologist or social worker;
- treatment by a qualified massage therapist;
- treatment of speech impairments by a qualified speech therapist;
- treatment by a licensed naturopath; and
- treatment by a qualified acupuncturist,

are limited to a maximum amount payable of \$40 per visit up to \$400 in a calendar year, for each paramedical service set out above.

## Visioncare

Benefits payable for eye examinations, including refraction, are limited to one exam every two Years up to a maximum of \$75. Benefits payable for glasses, contact lenses, and laser eye surgery are limited to \$200 every two Years.

## Specific Limitations for Covered Dentalcare Services and Supplies

### Diagnostic Services

Coverage for:

- complete oral examinations is limited to one every three Years;
- limited oral examinations is limited to one every nine months;
- limited periodontal examinations is limited to one every nine months;
- a complete series of intra-oral radiographs is limited to once every three Years; and
- intra-oral radiographs is limited to a maximum of 15 films every three Years and a panoramic radiograph once every three Years. Services provided in the same year as a complete series are not covered.

### Preventative Services

Coverage for:

- prophylaxis is limited to one every nine months;
- topical application of fluoride is limited to one every nine months; and
- pit and fissure sealants on bicuspid and permanent molars is limited to once every five Years.

### Minor Restorative Services

Replacement fillings are covered only if the existing filling is at least two Years old, or the existing filling was not covered under this policy.

### Endodontic Services

- Coverage for root canal therapy for permanent teeth is limited to one course of treatment per tooth. Repeat treatment is covered only if the original therapy fails after the first 18 months.



- If root canal therapy is performed on the same tooth within six months of a pulpotomy, benefits payable will be reduced by the amount paid for the pulpotomy.
- Apicoectomies are covered for permanent teeth only.

### Periodontal Services

Coverage for:

- scaling and root planing is limited to a combined maximum of six time units in a calendar year; and
- occlusal adjustment and equilibration is limited to a combined maximum of six time units in a calendar year, where time units limit coverage, but fees are not described in terms of time units by either:
  - the Dental Fee Guide in effect where treatment is rendered; or
  - the Dental Fee Guide specified by this policy, each incident of service is considered one time unit, regardless of its duration.

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval.

### Denture Maintenance

Coverage for:

- denture relines is limited to once every three Years. If a separate charge is made for relines in connection with immediate dentures, the six-month restriction is waived;
- denture rebases is limited to once every three Years;
- resilient liner in relined or rebased dentures is limited to once every three Years;
- denture adjustments are limited to once a Year; and
- denture remakes are limited to once every three Years.

### Dental Accident Treatment

Treatment resulting from Injury that does not qualify under the Dental Accident Treatment provision will be considered under the other dental coverage provisions of Section 7, Covered Dentalcare Services and Supplies, on the same basis as treatment of dental Injury or Sickness.

## Section 9: Exceptions

### General Exceptions

No benefits will be paid for:

- expenses incurred as a result of an Injury or Sickness that has been excluded from coverage as set out under a Conditional Offer of Acceptance signed and accepted by the *Owner*.
- expenses that private insurers are not permitted to cover by law.
- services and supplies the *Insured* is entitled to without charge by law, or for which a charge is made only because the *Insured* has insurance coverage.
- services and supplies that do not represent Reasonable Medical Treatment or Reasonable Dental Treatment.
- services and supplies associated with treatment performed for cosmetic purposes only.
- services and supplies, under the Covered Healthcare Services and Supplies section, associated with:
  - the diagnosis or treatment of infertility; or
  - contraception, except contraceptive drugs and products containing a contraceptive drug.

- services and supplies, under the Covered Dentalcare Services and Supplies section, associated with:
  - congenital defects or developmental malformations in people 19 years of age or over;
  - temporomandibular joint disorders;
  - vertical dimension correction; or
  - myofacial pain.
- services or supplies associated with a covered service or supply, unless specifically listed as a covered service or supply or determined by Canada Life to be a covered service or supply.
- services or supplies received outside of Canada, except:
  - under the Prescription Drugs provision, the Paramedical Services, Visioncare provisions and Section 7 – Covered Dentalcare Services and Supplies, if Canada Life would have paid benefits for those drugs, paramedical services, visioncare expenses or dental services and supplies; if they had been received in the *Insured's* home province or territory; or
  - as provided by the *Emergency Travel Medical Rider*, if in force. If in force, this rider is shown on the page(s) headed *Policy Specifications*.
- services or supplies received out-of-province in Canada, unless the *Insured* is covered by the Government Plan providing Medicare coverage in the *Insured's* home province or territory; and Canada Life would have paid benefits for the same services or supplies if they had been received in the *Insured's* home province or territory.
- expenses arising from war, declared or undeclared, insurrection, acts of terrorism, voluntary participation in a riot or civil unrest.
- expenses arising from committing or attempting to commit an assault, battery or criminal offense, whether or not the *Insured* has been charged with a criminal offense.

Canada Life can decline a claim for service or supplies purchased from a provider that is not approved by Canada Life.

## Specific Exceptions for Covered Healthcare Services and Supplies

No benefits will be paid under the Covered Healthcare Services and Supplies section for the following:

### Prescription Drugs

- any drug that does not have a drug identification number as defined by the *Food and Drugs Act*, Canada, as amended from time to time;
- proprietary or patent medicines registered under the *Food and Drugs Act*, Canada, as amended from time to time;
- drugs for the treatment of erectile dysfunction, whether or not prescribed for a medical reason;
- drugs administered during treatment in an emergency room of a hospital, or as an in-patient or outpatient in a hospital;
- preventative immunization vaccines and toxoids;
- non-injectable allergy extracts;
- drugs that are considered cosmetic, including such drugs as topical minoxidil or sunscreens, whether or not prescribed for a medical reason;
- smoking cessation products;
- anti-obesity drugs, whether or not prescribed for a medical reason;
- drugs for the treatment of infertility, whether or not prescribed for a medical reason; and

- non-prescription items. Such non-prescription items include:
  - atomizers, appliances, prosthetic devices, or colostomy supplies;
  - first aid or diagnostic supplies or testing equipment;
  - non-disposable insulin delivery or spring-loaded devices used to hold blood letting supplies;
  - delivery or extension devices of inhaled medications;
  - oral vitamins, minerals, dietary supplements, homeopathic preparations, infant formulas, or injectable total parenteral nutrition solutions, whether or not prescribed for a medical reason, except where federal or provincial law requires a prescription for their sale;
  - diaphragms, condoms, contraceptive jellies, foams, sponges, or suppositories, contraceptive implants, or appliances normally used for contraception, whether or not prescribed for a medical reason.

### **Mobility Aids**

- special wheelchair features required primarily for participation in sports.

### **Orthopedic Equipment**

- dental braces; and
- intra-oral splints.

### **Other Medical Supplies**

- air-fluidized hospital beds.

### **Visioncare**

- visioncare services and supplies required by an employer as a condition of employment.

## **Specific Exceptions for Covered Dentalcare Services and Supplies**

No benefits will be paid under the Covered Dentalcare Services and Supplies section for the following:

### **Diagnostic Services**

- duplicate radiographs.

### **Preventative Services**

- acid etched pontic type space maintainers when not provided for missing central and lateral teeth.

### **Endodontic Services**

- root canal therapy for primary teeth;
- isolation of teeth;
- enlargement of pulp chambers; and
- endosseous intra coronal implants.

### **Periodontal Services**

- desensitization;
- topical application of antimicrobial agents;
- subgingival periodontal irrigation;
- charges for post surgical treatment; and
- periodontal re-evaluations.

### **Oral Surgery**

- surgical movement of teeth;
- services performed to remodel or recontour oral tissues, other than those listed above;
- alveoplasty or gingivoplasty performed in conjunction with extractions, and
- cleft palate obturators.

### **Adjunctive Services**

- hypnosis or acupuncture.

### **Dental Accident Treatment**

- dental treatment completed more than 12 months after an Injury; and
- orthodontic diagnostic services or treatment.

## **Section 10: Claim Provisions**

### **Proof of Claim**

Benefits under this policy will only be paid for Covered Expenses for which Canada Life has received proof satisfactory to Canada Life that payment is due. For benefits under the Covered Dentalcare Services and Supplies section, proof must include pre-treatment radiographs and study models when required by Canada Life.

### **Claim Responsibility**

The *Owner* must provide, or cause to be provided, information required to prove entitlement to benefits, and must also authorize Canada Life to obtain information from other sources for this purpose.

### **Coordination of Benefits**

Benefits under this policy are coordinated when other similar coverage is available.

### **Government Plans**

When reimbursement is available under a Government Plan, each Covered Expense is reduced by the amount payable under that plan. The reduced Covered Expense is then considered to be a Covered Expense under all other coordination provisions.

The reduced Covered Expense is subject to the *Reimbursement Levels*, *Deductible* and *Maximum Benefit Amounts* shown on the *Policy Specifications* and to the limitations and exceptions under this policy.

## Other Health Insurance Plans

Benefits under this policy are coordinated when other similar coverage is in effect. For example, when coverage is in effect under another plan, such as a credit card plan, each Covered Expense is coordinated with the other plan, so that the total payment does not exceed 100 per cent of Covered Expenses under this policy. Benefits payable are subject to the *Reimbursement Levels*, *Deductible* and *Maximum Benefit Amounts* shown on the *Policy Specifications* and to the limitations and exceptions under this policy.

Where both Canada Life and an Other Health Insurance Plan have reimbursed the *Owner* for expenses which are Covered Expenses, the *Owner* will repay Canada Life for its portion of the expense, so that the total payment does not exceed 100 per cent of Covered Expenses under this policy.

## Right to Release or Receive Information

Canada Life may release or receive information required for coordination of benefits without specific authorization.

## Assignment of Rights Against Third Parties

If benefits are paid for expenses incurred as a result of the actions of a third party, for example, as a result of a car accident, the *Insured* agrees to transfer any rights of action to Canada Life. The *Insured* must reimburse Canada Life for any amounts recovered from the third party. The *Insured* must cooperate fully with Canada Life if Canada Life brings a legal action against the third party.

## Pre-Determination of Covered Dentalcare Services and Supplies

To determine the extent of benefits payable under this policy, it is recommended that an *Insured* submit a treatment plan, as described below, to Canada Life before having dental treatment that will cost \$200 or more.

On receipt of the treatment plan, Canada Life will advise the *Owner* of the estimated amount payable under this policy. This pre-determination of benefits is only valid for 90 days.

## Treatment Plan

A treatment plan must contain the Dentist's confirmation of:

- the recommended treatment for complete correction of the *Insured's* conditions;
- the approximate date of completion; and
- the estimated cost.

## Payment of Claims

Benefits will be paid to the *Owner* unless:

- the *Owner* chooses to assign benefits to the provider of services; and
- assignments to the provider of service are acceptable according to Canada Life's administrative practices at the time of claim.

## Overpayment

If an *Insured's* benefits are overpaid, the *Owner* is responsible for repayment within six months, or within a longer period if agreed to by Canada Life. If the *Owner* fails to fulfill this responsibility, further benefits payable will be withheld until the overpayment is recovered. This does not limit Canada Life's right to use other legal means to recover the overpayment.

## Section 11: Reinstatement

If this policy terminates due to:

- non-payment of premium;
- the *Owner* ceasing to be covered under a Government Plan in the *Owner's* province or territory of residence; or
- the *Owner* ceasing to be a permanent resident of Canada;

the *Owner* may apply to reinstate this policy. The *Owner* must:

- apply in writing within 3 months after the date this policy terminated;
- pay any premiums owing from the period prior to the date this policy terminated and any premiums that would be payable to the end of the month in which the application for reinstatement is made if the policy had remained in force, plus interest on these premium amounts at the rate we apply at that time and any additional fees;
- be covered under a Government Plan in the *Owner's* province or territory of residence;
- be a permanent resident of Canada; and
- provide evidence of insurability satisfactory to Canada Life for all *Insureds* if requested by Canada Life.

If Canada Life approves the application for reinstatement, the policy will be put back into effect as if it had not terminated.

## Section 12: Surviving Spouse and Child Conversion Coverage

Canada Life will automatically continue coverage where the coverage for an Insurable Spouse and an Insurable Child would otherwise cease solely because of the death of the *Owner*, unless the Insurable Spouse has advised Canada Life to terminate the policy. The *Insureds* may become members of a different Risk Class due to the death of the *Owner*.

Within 31 days of receiving written notice of the *Owner's* death, Canada Life will provide the Insurable Spouse with:

- *Policy Specifications* naming the Insurable Spouse as the *Owner*; and
- the change in premium due to change in Risk Class, if applicable.

## Section 13: Change in Policy Provisions

Canada Life has the right to change this policy's provisions on an *Annual Renewal Date*. Except as allowed under the sections dealing with changes in premium, Canada Life will not change this policy's provisions other than on an *Annual Renewal Date*, unless the change is related to the introduction, revision, or repeal of a government law or regulation that affects the benefits or taxes payable under this policy.

Canada Life will give the *Owner* written notice of any change to the policy's provisions. Written notice of a change that takes effect on an *Annual Renewal Date* will be mailed to the *Owner* at the most recent address shown in Canada Life's records no less than 31 days before any change in premium becomes effective.

## Section 14: General Provisions

### Currency

All amounts to be paid to or by Canada Life will be in Canadian currency.

## Medical and Dental Assessments

Canada Life has the right to conduct necessary investigations relating to applications or claims, and to obtain independent medical or dental assessments if required. Canada Life must also be given the opportunity to examine the *Insured* 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 may assume the cost of assessments or investigations according to its administrative practices at the time of application or claim.

## Misstatement of Age

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

If premiums have been underpaid for an *Insured's* true age, the *Owner* must pay a retroactive adjustment before any benefits will be paid or continued.

If premiums have been overpaid for an *Insured's* true age, Canada Life will pay or credit a retroactive adjustment to the *Owner*.

## Payment to Estate

Benefits will be paid to the *Owner* if living, otherwise to the *Owner's* estate, except as provided below or elsewhere in this policy.

If benefits are payable to the *Owner's* estate or to an *Owner* who cannot execute a valid release, Canada Life may pay benefits up to \$2,000, or such other amount as may be permitted by law, to a person who is related to the *Owner* by blood or marriage, or to any person whom Canada Life considers to be equitably entitled to such benefits. Canada Life will be discharged to the extent of any such payments made in good faith.

## Incontestability

Canada Life may void the contract if any statement or answer in an Application misrepresents or fails to disclose any fact material to the insurance. Canada Life will not, for the above reasons, void the contract after it has been in force for two consecutive years following the later of the Policy Effective Date and the last date of reinstatement of this policy, if any, except in the case of fraud.

This provision does not apply to a misstatement of age.

## Disclosure Provisions

If asked to do so within two years after notification of a decision concerning insurance, Canada Life will disclose to the *Owner* or *Insured* the name of each person or organization that provided information concerning the *Owner's* Application or claim.

If an *Owner* or *Insured* submits written authorization from a person or organization that provided medical information, Canada Life will disclose the information to the *Owner* or *Insured*, or at Canada Life's discretion, to the *Owner's* or *Insured's* doctor.



Canada Life may, without specific authorization, disclose information about an *Insured's* claim to another insurer or benefits administrator if:

- the information could be relevant to assessment of the claimant's entitlement to other benefits for the same period of time; and
- Canada Life gives the information in confidence with the stipulation that it may not be released to another party.

## Appeals

An *Owner* has the right to appeal a denial of all or part of the insurance or benefits described in this policy as long as the *Owner* does so within two years after the denial. An appeal must be in writing and must include the *Owner'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.

## Limitations of 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.

## Section 15: Statutory Conditions

Certain conditions must be contained in this policy by law and are referred to as Statutory Conditions. These conditions are set out in this section and in the sections referred to below.

## Copy of Application

Canada Life shall, upon request, furnish to the *Owner*, the *Insured*, or a claimant under the contract, a copy of the Application.

## The Contract

The Application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

## Waiver

Canada Life shall not be deemed to have waived any condition of the contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by an authorized officer of Canada Life.

## Material Facts

No statement made by the *Owner* or the *Insured* at the time of any application for the contract shall be used in defence of a claim under or to avoid the contract unless it is contained in the Application or any other written statements or answers furnished as evidence of insurability.

## Notice and Proof of Claim

The *Owner*, the *Insured* or a beneficiary entitled to make a claim or the agent of any of them, shall:

- give written notice of claim to Canada Life within 90 days from the date a claim arises under the contract on account of an Injury or Sickness,
  - by delivery of the written notice of the claim, or by sending it by registered mail to the Head Office or chief agency of Canada Life in the Province; or
  - by delivery of the written notice of the claim to an authorized agent of Canada Life in the Province;
- furnish to Canada Life such proof as is reasonably possible in the circumstances, within 90 days from the date a claim arises under the contract on account of an Injury or Sickness, or the commencement of the Sickness, if applicable, and the loss occasioned thereby, the right of the claimant to receive payment, the claimant's age, and the age of the beneficiary, if relevant; and if required by Canada Life, furnish a satisfactory certificate as to the cause or nature of the Injury or Sickness for which claim may be made under the contract and as to the duration of such disability.

## Company to Furnish Forms for Proof of Claim

Canada Life shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time, the claimant may submit proof of claim in the form of a written statement of the cause or nature of the Injury or Sickness giving rise to the claim and the extent of any loss.

## Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by this Statutory Condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 15 months from the date of the Injury or the date a claim arises under the contract on account of Sickness, if applicable, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

## When Moneys Payable

All money payable under the contract must be paid by the insurer within 60 days after it has received proof of claim.

## Termination by Insured

This condition has been replaced by the Cancellation and Termination provision in Section 4 of this policy.

## Termination by Insurer

This condition has been replaced by the Cancellation and Termination provision in Section 4 of this policy.

What does your *freedom* look like?™



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