

**Policy Number:**  
**Person Insured:**

**THE CANADA LIFE ASSURANCE COMPANY**  
HEAD OFFICE: 330 UNIVERSITY AVE.,  
TORONTO, CANADA M5G 1R8

We, The Canada Life Assurance Company, agree to provide insurance and pay benefits as described in this policy, subject to the provisions of the contract.

**TERMS USED**

References to "you" and "your" refer to the Person Insured unless the context requires otherwise, and references to "we", "our", "us" and "Canada Life" refer to The Canada Life Assurance Company. In this policy, the singular includes the plural.

**TEN DAY RIGHT TO EXAMINE POLICY**

Please read the policy carefully. Within ten days after receiving the policy (or where permitted by law within 60 days after its effective date if the policy has been issued but not received by the Owner), the Owner may cancel it. If cancelled, the policy will be void from the start and all premium paid for the policy will be refunded. The same right applies to any rider issued after the policy is in force from the date the rider is received. If a reinstated policy or rider is cancelled, only the premium paid to effect the reinstatement will be refunded. Please return the policy or rider if requesting a cancellation.

**NON-CANCELLABLE TO AGE 65**

If the premium for this policy is paid as required, we will renew the basic policy for successive years to the policy anniversary date nearest your 65<sup>th</sup> birthday. Any additional benefit riders will be similarly renewed for the Premium Period shown on the Policy Details page. While this policy is in force, we will not cancel the policy, increase the premium shown on the Policy Details page, add a restrictive rider, or reduce the benefits if you change to a more hazardous occupation.

**LIFESTYLE PROTECTION PLAN**

Yearly premium payable to Age 65.  
Lifetime Conditional Renewal after Age 65.

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ANY ADDITIONAL BENEFITS AND RIDERS  
ISSUED TOGETHER WITH THIS POLICY  
ARE INCLUDED AT THE END OF THIS POLICY

## DEFINITIONS

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<b>Armed Forces</b>	Armed Forces means the armed forces of any country, political unit or any group formed to engage in War, including any auxiliary or civilian unit serving with the armed forces.
<b>Date of Issue</b>	The Date of Issue of this policy is shown on the Policy Details page. The Date of Issue is used in the definition of time periods specified in the Incontestability provision.
<b>Disability and Disabled</b>	Disability and Disabled are to be read as a reference to Total Disability if you are Totally Disabled as defined under the Benefits provision.
<b>Doctor</b>	Doctor means a licensed medical doctor, other than you, who gives medical care within the scope of the medical doctor's licensed authority.
<b>Expiry Date</b>	The Expiry Date for this policy is shown on the Policy Details page. The Expiry Date means the policy anniversary nearest your 65 <sup>th</sup> birthday.
<b>Full-time</b>	Full-time means you are working at least 30 hours per week at your normal place of business, on a regular basis.
<b>Gainful Occupation</b>	Gainful Occupation means any occupation for which you are reasonably fitted by reason of your education, training or experience.
<b>Injury</b>	Injury means accidental bodily injury which occurs on or after the Policy Date and while this policy is in force. The signs and symptoms of the Injury must be assessed and documented by a Doctor and supported by objective medical evidence.
<b>Issue Age and Age</b>	The Issue Age for this policy is shown on the Policy Details page. The Issue Age means your age on your birthday nearest to the Policy Date. For the purposes of this policy, your Age, at any date, means your age on your birthday nearest to the applicable policy anniversary, where policy anniversaries are determined annually from the Policy Date.
<b>Loss of Independent Existence</b>	Loss of Independent Existence means a condition that qualifies under the definition of Physical Impairment or Cognitive Impairment below and there is no reasonable chance of recovery based on the then current medical practice.

### **Physical Impairment**

Physical Impairment means you are unable to perform, by yourself, whether with or without the use of any equipment, at least two of the following six activities of daily living.

- a) bathing - the ability to wash oneself in a bathtub, shower or by sponge bath;
- b) dressing - the ability to put on, remove, fasten and unfasten all necessary clothing, braces, artificial limbs or other surgical appliances;
- c) toileting - the ability to get to and from the toilet and complete related personal hygiene;
- d) bladder and bowel continence - the ability to manage bowel and bladder functions, with or without any protective undergarments or surgical appliances, so that a reasonable level of hygiene is maintained;
- e) transferring - the ability to move into and out of a bed, chair or wheelchair; and
- f) eating - the ability to consume food that has already been prepared and made available.

The diagnosis for your condition must be made by a Doctor and accompanied by a current physical assessment from an occupational therapist other than you.

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## DEFINITIONS (continued)

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<b>Loss of Independent Existence (cont.)</b>	<b>Cognitive Impairment</b> Cognitive Impairment means mental deterioration and loss of intellectual ability, evidenced by deterioration in memory, orientation and reasoning, which is measurable by neuro-psychometric methods and results from demonstrable organic cause, and where the severity is such that you are incapable of independent living and require a minimum of 8 hours of daily supervision.  For further clarification, any mental or nervous disorder without a demonstrable organic cause, including but not limited to anxiety disorders, mood disorders, sleep disorders, pain disorders, personality disorders and psychotic disorders, does not satisfy the definition of Cognitive Impairment.
<b>Monthly Disability Benefit</b>	The Monthly Disability Benefit for this policy is shown on the Policy Details page. The Monthly Disability Benefit is the monthly benefit payable for Total Disability.
<b>Occupation Class and Policy Class</b>	The Occupation Class and the Policy Class for this policy are shown on the Policy Details page. The Occupation Class and the Policy Class are used for underwriting and pricing purposes.
<b>Period of Disability</b>	Period of Disability means a period which starts when you become Disabled and continues as long as you are Disabled without interruption from the same or a related cause, except as provided under the Recurrent Disability and Concurrent Disability provisions of this policy.
<b>Policy Date</b>	The Policy Date for this policy means the later of the date shown on the Policy Details page and the date this policy first takes effect as determined by the laws of the jurisdiction that govern the contract. Policy years, months and policy anniversaries are measured from the Policy Date.
<b>Regular Occupation</b>	Regular Occupation means the occupation(s) in which you are regularly engaged at the time you become Disabled except, if you regularly engage in any other Gainful Occupation between successive Periods of Disability, that Gainful Occupation will be considered your Regular Occupation.
<b>Sickness</b>	Sickness means disease or illness which is first manifested on or after the Policy Date and while this policy is in force. The signs and symptoms of the Sickness must be assessed and documented by a Doctor and supported by objective medical evidence.
<b>War</b>	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.
<b>Written Request</b>	Written Request means a written request in a form satisfactory to us, together with such evidence satisfactory to us as we may require, if any.

## BENEFITS

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**Waiting Period** The Waiting Period for this policy is shown on the Policy Details page. The Waiting Period means the minimum number of days of Disability which must elapse during a Period of Disability before any benefits are payable.

Non-consecutive Periods of Disability which result from the same or a related cause, and which are separated by 24 months or less, will be accumulated and deemed continuous for the purpose of satisfying the Waiting Period.

**Benefit Period** The Benefit Period for this policy is shown on the Policy Details page.

**Regular Occupation Period** Regular Occupation Period means the period starting on the date you become Disabled and ending on the earliest of:

- a) the date on which 24 months of Disability Benefits have been paid;
- b) the date the Benefit Period ends; and
- c) the Expiry Date.

**Total Disability and Totally Disabled** Total Disability and Totally Disabled mean you, due directly to Injury or Sickness, are unable:

- a) during the Regular Occupation Period, to perform the substantial duties of your Regular Occupation and you are not engaged in any other Gainful Occupation; and
- b) thereafter, to work in any Gainful Occupation.

**Presumptive Disability and Presumptively Disabled** Presumptive Disability and Presumptively Disabled mean the total and irreversible loss of any of the following due directly to Injury or Sickness:

- a) speech;
- b) the hearing of both ears;
- c) the sight of both eyes;
- d) the use of both hands or both feet; or
- e) the use of one hand and one foot.

If you are Presumptively Disabled you will be considered to be Totally Disabled even if you engage in any occupation.

If you are considered to be Totally Disabled under this provision before the Monthly Disability Benefit becomes payable:

- a) you will not be required to satisfy the Waiting Period;
- b) the Benefit Period will start on the date you become Totally Disabled and will continue to the end of the Benefit Period;
- c) the premium will be waived from the date you are considered to be Totally Disabled;
- d) the Monthly Disability Benefit shown on the Policy Details page will be increased by 25% from the date you are considered to be Totally Disabled and will be payable to the end of the Benefit Period; and
- e) we will pay you a lump sum benefit equal to the lesser of:
  - i. 3 times the higher amount of Monthly Disability Benefit shown on the Policy Details page as increased by 25% in d) above; and
  - ii. \$15,000.

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## BENEFITS (continued)

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### **Presumptive Disability and Presumptively Disabled (cont.)**

If you are considered to be Totally Disabled under this provision while the Monthly Disability Benefit is payable:

- a) the premium will be waived from the date you are considered to be Totally Disabled under this provision, if it has not already been waived under the Waiver of Premium provision;
- b) the Monthly Disability Benefit shown on the Policy Details page will be increased by 25% from the date you are considered to be Totally Disabled under this provision and will be payable for the remainder of the Benefit Period; and
- c) we will pay you a lump sum benefit equal to the lesser of:
  - i. 3 times the higher amount of Monthly Disability Benefit shown on the Policy Details page as increased by 25% in b) above; and
  - ii. \$15,000.

If you are the Person Insured under more than one disability insurance policy, issued by us and in force, the maximum lump sum benefit that we will pay you is \$15,000.

If you are considered Totally Disabled under this provision, you will not be considered Totally Disabled under the Catastrophic Disability provision.

### **Catastrophic Disability and Catastrophically Disabled**

Catastrophic Disability and Catastrophically Disabled mean you satisfy the definition of Loss of Independent Existence.

If you are Catastrophically Disabled you will be considered to be Totally Disabled even if you engage in any occupation.

If you are considered to be Totally Disabled under this provision before the Monthly Disability Benefit becomes payable:

- a) you will not be required to satisfy the Waiting Period;
- b) the Benefit Period will start on the date you become Catastrophically Disabled and will continue to the end of the Benefit Period;
- c) the premium will be waived from the date you are considered to be Totally Disabled;
- d) the Monthly Disability Benefit shown on the Policy Details page will be increased by 25% from the date you are considered to be Totally Disabled and will be payable to the end of the Benefit Period; and
- e) we will pay you a lump sum benefit equal to the lesser of:
  - i. 3 times the higher amount of Monthly Disability Benefit shown on the Policy Details page as increased by 25% in d) above; and
  - ii. \$15,000.

If you are considered to be Totally Disabled under this provision while the Monthly Disability Benefit is payable:

- a) the premium will be waived from the date you are considered to be Totally Disabled under this provision, if it has not already been waived under the Waiver of Premium provision;
- b) the Monthly Disability Benefit shown on the Policy Details page will be increased by 25% from the date you are considered to be Totally Disabled under this provision and will be payable for the remainder of the Benefit Period; and
- c) we will pay you a lump sum benefit equal to the lesser of:
  - i. 3 times the higher amount of Monthly Disability Benefit shown on the Policy Details page as increased by 25% in b) above; and
  - ii. \$15,000.

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## BENEFITS (continued)

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<b>Catastrophic Disability and Catastrophically Disabled (cont.)</b>	<p>If you are the Person Insured under more than one disability insurance policy, issued by us and in force, the maximum lump sum benefit that we will pay you is \$15,000.</p> <p>If you are considered Totally Disabled under this provision, you will not be considered Totally Disabled under the Presumptive Disability provision.</p>
<b>Recurrent Disability</b>	<p>After a Period of Disability for which Disability Benefit payments were paid, if within 12 months you again become Disabled from the same or a related cause and you have worked continuously in a Full-time occupation away from your home between Periods of Disability, we will consider the later Period of Disability to be a continuation of the previous Period of Disability and Benefit Period. Disability Benefit payments will then become payable in the manner described in the Payment of Disability Benefit provision, except that you will not have to satisfy the Waiting Period.</p> <p>If you have worked continuously in a Full-time occupation away from your home for at least 12 months between the Periods of Disability, then a successive Period of Disability will be considered a different Disability, regardless of the cause.</p>
<b>Concurrent Disability</b>	<p>Concurrent Disability means Disability is due directly to more than one Injury or Sickness. A separate Waiting Period and Benefit Period will be established for each such Injury or Sickness which results in a Disability.</p>
<b>Disability Benefit</b>	<p>The Disability Benefit payable at the end of a particular calendar month during a Period of Disability is the Monthly Disability Benefit shown on the Policy Details page, if you have been Totally Disabled without interruption during the calendar month.</p> <p>The Monthly Disability Benefit will be increased by 25% if you are Presumptively Disabled or Catastrophically Disabled.</p> <p>The Disability Benefit will be payable in accordance with the Payment of Disability Benefit provision if you are Disabled.</p>
<b>Payment of Disability Benefit</b>	<p>The Disability Benefit will be payable during a Period of Disability as long as you:</p> <ol style="list-style-type: none"><li>have satisfied the Waiting Period, or the Waiting Period has been waived under the Presumptive Disability provision, the Catastrophic Disability provision, or elsewhere under this policy;</li><li>are receiving medical care from a Doctor that is of an appropriate nature and frequency for the Disability; and</li><li>agree to be examined by a Doctor or other person determined by us, if and when we reasonably require.</li></ol> <p>Payments will continue during your Disability until the earliest of:</p> <ol style="list-style-type: none"><li>the date you are no longer Disabled;</li><li>the end of the Benefit Period; and</li><li>the date of your death.</li></ol>

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## BENEFITS (continued)

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**Payment of Disability Benefit (cont.)** The first Disability Benefit payment will become payable at the end of the calendar month in which you have satisfied the above conditions. Subsequent payments due will be made at monthly intervals in arrears. For Disability Benefit payments due for less than a calendar month, the benefit for each day of Disability will be 1/30<sup>th</sup> of the applicable Disability Benefit.

Any lump sum benefit payable under the Presumptive Disability or Catastrophic Disability provision will become payable at the end of the calendar month in which you have satisfied the conditions set out in the applicable provision.

The Disability Benefit during a period of Concurrent Disability will be payable for only one cause of Disability at any time.

**Recovery Benefit** A Recovery Benefit will be payable for 2 months after you return to work following a Period of Disability as long as you:

- a) have satisfied the Waiting Period and have been Disabled during such Period of Disability for at least 3 months; and
- b) remain at work Full-time in your Regular Occupation, immediately following such Period of Disability.

The Recovery Benefit amount following a Period of Disability will be:

- a) for the first month, 50% of the Disability Benefit; and
- b) for the second month, 25% of the Disability Benefit.

The Recovery Benefit will not be paid:

- a) if any other benefits are payable under this policy, including any subsequent Recovery Benefit;
- b) after the earlier of the end of the Benefit Period and the Expiry Date; or
- c) more than once for a Period of Disability.

For further clarification, any remaining balance of the Recovery Benefit will be payable following a Recurrent Disability if you return to work Full-time in your Regular Occupation and the Recovery Benefit was not paid in full for the Period of Disability to which the Recurrent Disability relates.

**Extension of Benefit** If you are Disabled on the Expiry Date, and fewer than 24 months of Disability Benefit payments have been made during your current Period of Disability, then the Disability Benefit will continue for any remaining balance of the 24 months, during your Disability.

Payments will then end even if your Disability continues.

**Transplant Surgery Benefit** After this policy or any amendment relevant to this provision has been in force for 6 months following the Policy Date or last date of reinstatement of this policy, if any, we will consider you to be Disabled due to Sickness, if you become Disabled as a result of surgery to transplant an organ or other part of your body to the body of another person.

**Survivorship Benefit** If you die while Disabled, after Disability Benefit payments have begun and before the Expiry Date, we will pay to your estate, a lump sum equal to 3 times the Disability Benefit. The Survivorship Benefit will be payable at the time of your death.

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## BENEFITS (continued)

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**Waiver of Premium** If you are Disabled, the Owner must continue to pay premium when due, except where waived under the Presumptive Disability or Catastrophic Disability provision or as provided below.

We will waive the payment of any premium which becomes due under this policy on or after the 91<sup>st</sup> day of a Period of Disability while you continue to be Disabled. We will then refund any premium paid by the Owner for the first 90 days of that period. For the purposes of this provision, the premium will be pro rated on a per diem basis. If non-consecutive days are used to satisfy the Waiting Period, the amount of premium paid that will be refunded will be calculated as if the days of Disability had been consecutive.

Proof of Disability which is satisfactory to us must be submitted for premium to be waived.

The Owner must pay pro rata premium from the date the premium is no longer waived, for the remainder of the then current premium frequency period. We will notify the Owner of the amount of premium due.

**Vocational Training Program** Vocational Training Program means a government sponsored or other professionally planned vocational program we have approved in writing in advance of your participation in the program. In considering whether to approve a Vocational Training Program we will assess such factors as the expected duration of your Total Disability and the level of activity required to facilitate the earliest possible return to work.

The Disability Benefit will be payable while you are Totally Disabled and participate in a Vocational Training Program.

We may pay the cost of a program provided in connection with the Vocational Training Program, as long as:

- a) the program will assist you in working in a Gainful Occupation;
- b) the program is not covered by any other program or plan;
- c) the program has been approved in advance by us; and
- d) we receive evidence satisfactory to us of the cost of the program.

Reasonable expenses associated with the program may be paid by us at our discretion.

If approved by us, payment will be made to the supplier of the program or to you if we receive satisfactory proof that the supplier has been paid.

**Exclusions** No benefits will be payable and no premium will be waived under this policy:

- a) if your Disability results, directly or indirectly, from any of the causes described below:
  - i. normal pregnancy. However, we will not exclude a Disability which results from a complication of pregnancy;
  - ii. War and any hazard arising from War;
  - iii. active duty in any Armed Forces, whether or not at War;
  - iv. surgery to transplant an organ or other part of your body to the body of another person, except as provided under the Transplant Surgery Benefit provision; or
- b) during any period of time you are incarcerated or under a court ordered restriction that prevents you from performing your Regular Occupation.

## PREMIUM

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**Payment of Premium** The Policy Date, Yearly Premium and Premium Period are shown on the Policy Details page. The first premium is payable on the Policy Date and must be paid before this policy may take effect. If we consent, the premium payment frequency can be changed to other than yearly, except while you are Disabled. The premium amount payable on a frequency other than yearly will be recalculated based on the requested premium frequency and method of payment. Each premium after the first is payable in advance on its due date, which is the first day of each applicable premium frequency period as measured from the Policy Date. Premium is payable at any of our offices in Canada, while you are living and this policy is in force during the Premium Period and while no Waiver of Premium is in effect.

**Premium Refund** This policy will terminate on the date of your death or commencement of active duty with any Armed Forces. If this policy is terminated for either of these reasons, we will refund any premium which is paid for a period beyond the monthly anniversary following the date of termination.

**Additional Fees** We may charge a fee for services requested by the Owner and for any payment transaction which is denied for reason of non-sufficient funds (NSF) in accordance with our then current fee schedule. We will notify the Owner of any such fee and its due date.

**Grace Period** A grace period of 31 days is allowed for payment in full of any premium or additional fees due, except the first. This policy remains in force during any grace period. If the premium or any additional fees due are not paid by the end of the grace period, this policy will then terminate.

**Reinstatement** If this policy has terminated the Owner may by Written Request apply for reinstatement of this policy, subject to the following:

- a) If termination was the result of non-payment of premium or additional fees, we must receive:
  - i. the Written Request within 1 year after termination;
  - ii. evidence satisfactory to us of your insurability, if requested; and
  - iii. payment of all premium and any additional fees that would have been payable had this policy remained in force, together with any interest then due at a rate determined by us.
- b) If you were in the Armed Forces for less than 5 years, and if termination was a result of your commencement of active duty with any Armed Forces, we must receive:
  - i. the Written Request within 90 days after your discharge from the Armed Forces;
  - ii. evidence satisfactory to us of your insurability, if requested; and
  - iii. payment of the then current premium.

The reinstatement is effective on the date on which we have approved the application for reinstatement and the preceding terms of this provision have been satisfied.

After a reinstatement, benefits will only be paid for Disability which results from Injury sustained after the date of that reinstatement or from Sickness which is first manifested more than ten days after the date of that reinstatement.

If the application for reinstatement is not approved by us, any premium paid for reinstatement and any additional fees for services not rendered will be refunded.

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## PREMIUM (continued)

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**Non-Cancellable** Non-Cancellable Period means the period starting on the Policy Date and ending on the Expiry Date.

While this policy is in force, during the Non-Cancellable Period, we will not:

- a) terminate this policy other than in accordance with its terms;
- b) change its provisions; or
- c) change the premium set out under Description of Benefits and Premium as shown on the Policy Details page, other than:
  - i. a change in premium made in accordance with the Rider Premium and Premium Adjustment provision of any rider included in this policy; or
  - ii. as a result of policy changes requested by the Owner.

**Conditional Renewal** This policy will terminate on the Expiry Date unless it is renewed in accordance with the terms of this provision.

If this policy is in force at the Expiry Date, the Owner may elect to renew this policy for successive policy years, as long as:

- a) the Owner provides a Written Request 30 days before the Expiry Date and each subsequent annual renewal period;
- b) you are not Disabled;
- c) you are engaged in a Full-time occupation for regular remuneration; and
- d) all premium and any additional fees are paid as required.

Any additional benefit riders included in this policy will terminate on the Expiry Date.

If this policy has been renewed as described above, coverage under this policy will, unless you are Totally Disabled, immediately terminate should you cease to be engaged in a Full-time occupation for regular remuneration. We will refund any premium which is paid for a period beyond the monthly anniversary following the date of such termination.

If this policy is renewed in accordance with this provision, the following conditions will apply:

- a) the premium payable for each policy year will be determined on the basis of our rates in effect on the first day of such policy year for this Disability Insurance Plan;
- b) the Benefit Period will be 24 months if the date you become Totally Disabled is before Age 75 and 12 months if the date you become Totally Disabled is on or after your Age 75;
- c) Disability Benefit payments will be payable only for Total Disability; and
- d) the expiry date will be extended to the end of the policy year in which this policy is renewed ("Extended Expiry Date").

If you are Totally Disabled at the Extended Expiry Date, Disability Benefit payments are payable beyond the Extended Expiry Date for the remainder of the Benefit Period described above, while you continue to be Totally Disabled.

## GENERAL PROVISIONS

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**Owner** The Owner is the person identified as Owner on the Policy Details page. The Owner has the rights granted by this policy, subject to the rights of any irrevocably designated beneficiary where permitted by law.

**Assignment** The Owner can assign this policy as permitted by law. An assignment of this policy or of an interest in it will not be binding on us until the assignment or a certified copy of it is filed with our Head Office. We are not responsible for the validity or effect of any assignment.

**Incontestability** You, and the Owner if other than yourself, are required to disclose to us in any application, on any medical examination and in any written statements or answers furnished as evidence of insurability for this policy, every fact that is material to the insurance and is known to either of you. A failure to disclose, or a misrepresentation of such a fact, will render the contract voidable by us.

We will not contest the validity of this policy after it has been in force continuously, during your lifetime, for 2 years from the latest of the Policy Date, Date of Issue and the date of the last reinstatement of this policy, except in the case of fraud, or a claim for a Disability which began before the end of this 2 year period.

We reserve the right to contest the validity of this policy with respect to any amendment to the contract or addition of a rider which increases the insurance coverage or makes the Policy Class more favourable to the Owner, but not after the amendment or rider has been in force continuously, during your lifetime, for 2 years from the later of the date the amendment or rider first takes effect or the date of the last reinstatement of this policy. However, we may still contest the validity of such an amendment or rider in the event of any fraud, or a claim for a Disability which began before the end of this 2 year period.

This provision does not apply to any misstatement of your age.

**Misstatement of Age** If your date of birth has been misstated, we may, at our option adjust the benefits payable under this policy or the premium as of the Policy Date, in accordance with the correct age. However, where your age affects the commencement or termination of any insurance under this policy, your correct age governs.

**Consideration** This policy is issued in consideration of the application for it, and in return for payment, on or before delivery of this policy, of the premium for the initial premium frequency period.

**Currency and Place of Payment** All amounts payable to us or by us under this policy are payable in Canada in Canadian currency.

**Conformity with the Law** If any provision in this policy conflicts with the laws under which the contract is made as at the Policy Date, then the provision is deemed amended to meet the minimum requirements of such laws.

**Payment of Benefits** Any benefit payable under this policy during your lifetime is payable to you, if living, otherwise to your estate, except as may be provided below or elsewhere in this policy.

If any benefits due under this policy are payable to your estate, we may pay up to \$2,000 of these benefits, or such other amount as may be permitted by law, to a person who is related to you by blood or marriage, or whom we consider to be equitably entitled to such benefits. We will be discharged to the extent of any such payment made in good faith. This provision is subject to any prior assignment of the policy.

## STATUTORY CONDITIONS

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<b>The Contract</b>	The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after this policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
<b>Waiver and Consent</b>	We will be deemed not to have waived any condition of the contract, or given our consent, either in whole or in part, unless the waiver or consent is clearly expressed in writing signed by one of our authorized officers.
<b>Copy of Application</b>	We will, upon request, furnish to you, the Owner or to a claimant under the contract a copy of the application.
<b>Material Facts</b>	No statement made by you or the Owner at the time of any application for the contract will be used in defence of a claim under or to avoid the contract, unless it is contained in any application or any other written statements or answers furnished as evidence of insurability.
<b>Notice and Proof of Claim</b>	<p>You or the Owner, or a beneficiary entitled to make a claim, or the agent of any of them, must:</p> <ol style="list-style-type: none"><li>a) give written notice of claim to us, within 30 days from the date a claim arises under the contract on account of an Injury, Sickness or Disability,<ol style="list-style-type: none"><li>i. by delivery of the written notice of claim, or by sending it by registered mail, to our Head Office or an office of ours in the Province, or</li><li>ii. by delivery of the written notice of claim to an authorized agent of ours, if any, in the Province;</li></ol></li><li>b) within 90 days from the date a claim arises under the contract on account of an Injury, Sickness or Disability, furnish to us such proof of claim as is reasonably possible in the circumstances of the happening of the Injury or commencement of the Sickness or Disability, and the loss occasioned thereby, the right of the claimant to receive payment, and his or her age, and the age of the beneficiary, if relevant; and</li><li>c) if so required by us, furnish a satisfactory certificate as to the cause or nature of the Injury, Sickness, or Disability for which the claim may be made under the contract and its duration.</li></ol>
<b>Failure to Give Notice or Proof</b>	Failure to give notice of claim or furnish proof of claim within the time prescribed by the statutory condition above 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 1 year from the date of the Injury or the date a claim arises under the contract on account of Sickness or Disability, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.
<b>Company to Furnish Forms for Proof of Claim</b>	We will 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, he or she may submit his or her proof of claim in the form of a written statement of the cause or nature of the Injury, Sickness or Disability giving rise to the claim and of the extent of the loss.
<b>Rights of Examination</b>	As a condition precedent to recovery of insurance money under the contract, you must allow us an opportunity to examine you when and so often as we reasonably require while the claim under this policy is pending.

(Continued on the back.)

## STATUTORY CONDITIONS (continued)

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**When Loss of Time Benefits Payable** The initial benefits for loss of time will be paid by us within 30 days after we have received proof of claim. Payment will be made thereafter in accordance with the terms of the contract, if you, when required to do so, furnish proof of continuing Disability before payment.

**When Money Payable Other Than for Loss of Time** All money payable under the contract, other than benefits for loss of time, will be paid by us within 60 days after we have received proof of claim.

**Limitation of Actions** An action or proceeding against us for the recovery of a claim under the contract may not be commenced more than 1 year after the date the insurance money became payable or would have become payable if it had been a valid claim, or such longer period as may be required by law.

**THE CANADA LIFE ASSURANCE COMPANY**