

**Life Insurance Coverage**

**Term 100**

**(Gold, Silver or Bronze) Protection**

**POLICY N° :**  
**EFFECTIVE DATE :**  
**OWNER :**

SPECIMEN



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President and Chief Executive Officer



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## Part A – Definitions

The terms identified in *italic* in the text are defined below:

**Beneficiary:** natural or legal person(s) designated by the *owner*, in any written notice sent to the *Insurer*, as being entitled to receive benefits under this *Policy*.

**Injury:** bodily lesion resulting directly or indirectly from an *accident* sustained by the *person insured* and independent of any *sickness* or other cause while this *policy* is in force.

**Insurance Age:** the *person insured*'s age at the last *policy* anniversary.

**Owner:** the owner of this *policy*.

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

**Non-smoker:** a person who has not used tobacco in any form whatsoever, including nicotine substitutes, nicotine products, vapor or electronic cigarette, in the twelve (12) months before signing the application for insurance.

**Person Insured:** the person designated as such in the application for insurance.

**Physician:** any person legally authorized to practice medicine in Canada within the scope of his or her medical degree (M.D.), and who does not have a family or business relationship with the *person insured* or the *owner*.

**Policy:** the present contract, the application for this contract, and any rider or written request for changes to the contract.

**Pre-existing Condition:** an *injury*, *sickness* or condition that appeared during the (12 or 24 months, as per Person Insured's rating) prior to the effective date of this *policy* and for which:

- the *person insured* was diagnosed, treated, hospitalized or attended to by a *physician* or any other health professional; or
- the *person insured* was advised to seek treatment or consult a *physician* or any other health professional; or
- the *person insured* was prescribed or took medication, showed signs or symptoms, or underwent tests or investigations.

**Risk class:** the characteristics of the *person insured* that determine the premium rate for coverage. *Risk classes* are based on gender, age, smoking status and health condition.

**Sickness:** a deterioration of health or a disorder of the body confirmed by a *physician*, that is not caused by an *injury* and whose first symptoms appear while this *policy* is in force.

## Part B – Life Insurance Coverage

### Term 100

### Gold Protection

#### Benefit

When *person insured*'s death does not result from *pre-existing condition*, the *Insurer* will pay, while the coverage is in effect, the life benefit shown in the Schedule of Benefits subject to the limitations and exclusions of the *policy*.

When the death of the *person insured* results from *pre-existing condition*, and that death occurred more than (12 or 24 months, as per Person Insured's rating) period following the effective date of this *policy*, the *Insurer* will pay, while the coverage is in effect, the life benefit shown in the Schedule of Benefits subject to the limitations and exclusions of the *policy*.

No benefit for life insurance will be payable during the (12 or 24 months, as per Person Insured's rating) period following the effective date of this *policy* if the death of the *person insured* results from a *pre-existing condition*. In such an event, the *Insurer*'s liability will be limited to a refund of the premiums paid and this *policy* will terminate with no further value.

#### General Provisions

The definitions, limitations and exclusions of this 20-Year Premium Refund Rider apply in addition to those indicated in the General Provisions of the *policy*. The General Provisions of the *policy* govern this rider when they are relevant and compatible with its terms.

## Part C – General Provisions

### Contract

This *policy* is issued by the *Insurer* based on the application for insurance, a copy of which is attached, and on any document submitted subsequently to reinstate or change the *policy*. No representative is authorized to change this *policy* or to render null its provisions.

Any change to the *policy*, or to any of its riders, must be signed by an officer of the *Insurer* in order for such change to be effective.

### Copy of Application

The *Insurer* shall, upon request, furnish to the *owner* or to a claimant under the contract a copy of the application.

### Waiver

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

### Material Facts

Subject to the provisions of this *policy* dealing with incontestability, no statement made by the *owner* or *person insured* at the time of application for this contract shall be used in defence of a claim under, or to avoid, this contract unless such statement was contained in such application.

### Notice and proof of claim

The *Insurer* will pay to the person entitled thereto the benefit amount within thirty (30) days after the *Insurer* has received sufficient evidence of all of the following:

- a) the occurrence of the event upon which the benefit amount is payable;
- b) the age of the *person insured* at the time of his or her death;
- c) the right of the person entitled to the benefit amount to receive payment thereof; and
- d) the name and age of the *beneficiary*, if applicable.

In the event of the *person insured's* death, the *Insurer* may require an autopsy, subject to any laws of the applicable jurisdiction that would govern such autopsy.

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

### Effective Date

This *policy* takes effect on the date that all of the following are satisfied:

- a) the *Insurer* approves the application without change;
- b) the first premium has been paid; and
- c) no change has occurred in the *person insured's* insurability since the application was submitted to the *Insurer*.

## Premiums

The initial premium is guaranteed for 100 year. The premium of this benefit is indicated into the Schedule of Benefits. The premium is fixed and payable until the date of the anniversary of the police the closest to the date on which the insured person reach hundred (100) years of age. Afterward, the benefit remains valid and the insurer is releasing the owner from the payment of any subsequent premium.

## Method of Payment

The premium is payable monthly by pre-authorized debit or yearly, at the choice of the *owner*. Where a cheque or other bill of exchange or a promissory note or other written promise to pay is given for the whole or part of a premium and payment is not made according to its tenor, the premium or part thereof shall be deemed never to have been paid.

## Grace Period

A grace period of thirty (30) days is granted for payment of each premium except the first. If a premium other than the first remains unpaid after the grace period, the *policy* will no longer be in effect and will lapse without value. If the *Insurer* does not receive the first premium when due, this *policy* will be treated as if it had never been issued.

The *Insurer* will deduct outstanding premiums from any amount payable by the *Insurer*.

## Age

For the purposes of this *policy*, the *person insured's* age is his or her attained age at the birthday preceding or coincident with the issuance of coverage. If, mistakenly or otherwise, the age used to calculate the premium is incorrect, any amount payable by the *Insurer* at the time of a claim will be adjusted to reflect the correct age at the date on which the *person insured* became insured.

## Non-Participating Policy

This *policy* is non-participating and does not confer any right to participate in the profits of the *Insurer*.

## Disclosure

Each of the *person insured*, the *owner*, and the *beneficiary* are required to cooperate fully with the Insurer and shall disclose to the *Insurer* in the application, during a medical examination, if any, and in any written statements or answers furnished as evidence of insurability, every fact within their knowledge that is material to the insurance and is not so disclosed by the other such persons. Each of the *person insured*, the *owner* and the *beneficiary* shall also sign any form or other document allowing the *Insurer* to obtain any information it deems relevant to this insurance coverage.

Subject to the provisions of this *policy* dealing with incontestability and age, where one or more of the *person insured*, the *owner*, and the *beneficiary* fails to disclose such a material fact or misrepresents such a material fact, the contract is voidable by the *Insurer*.

## Incontestability

Where coverage has been in effect continuously for two (2) years with respect to the *person insured*, failure to disclose, or misrepresentation of, a fact with respect to that person does not, except in case of fraud, render the coverage voidable.

## Misrepresentation Concerning Smoking Habits

If the premium for this *policy* is based on statements in the application for insurance to the effect that the *insured person* does not use tobacco in any form whatsoever, including nicotine substitutes, nicotine products, vapor or electronic cigarette, and those statements are in fact false, they will be considered fraudulent and this *policy* will be void from the effective date.

Accordingly, any claim paid by the *Insurer* will have to be reimbursed.

## Reinstatement

If this *Policy* lapses at the end of a period of grace because a premium due at the beginning of the period of grace was not paid, this *Policy* may be reinstated by payment of the overdue premium within a further period of 30 days after the end of the period of grace, but only if the *person insured* under the *policy* is alive at the time payment is made.

If this *Policy* lapses and is not reinstated under the previous paragraph, the *Insurer* will reinstate it if, within 2 years of the date this *Policy* lapsed, the *owner*:

- a) applies for the reinstatement;
- b) pays to the *Insurer* all overdue premiums; and
- c) produces evidence satisfactory to the *Insurer* of the good health and insurability of the *person insured*.

The period related to incontestability and suicide apply again as of the date of the last reinstatement.

## Limitations

The total amount of benefits payable by the *Insurer* for all HUMANIA ASSURANCE – INSURANCE WITHOUT MEDICAL EXAMINATION life insurance policies issued in respect of a single *person insured* may not exceed three hundred thousand dollars (\$300,000). In the event that the amount of coverage held in respect of a single *person insured* is greater than three hundred thousand dollars (\$300,000), the *Insurer* will pay a total benefit of three hundred thousand dollars (\$300,000) and will refund any premiums paid in respect of any benefits in excess of that amount.

## Exclusions

### *Pre-existing condition*

No benefits under this *policy* will be payable during the (12 or 24 months, as per Person Insured's rating) period following the effective date of this *policy* if the death of the *person insured* results from *pre-existing condition*.

### **Suicide**

No death benefit is payable if the *person insured* commits suicide within two (2) years of the effective date of coverage or reinstatement of this *policy*, whether he or she is sane or insane.

## Termination of Policy and Coverages

Unless stipulated otherwise in a given coverage, this *policy* and its coverages terminate at the earliest of the following dates:

- the date a written request of termination is received by the insurer from the owner;
- the date the grace period for premium expires;
- the date on which the person insured dies.

## Change of Beneficiary

Subject to legislation governing this *policy*, the *owner* may at any time designate, change or revoke a *beneficiary*. For a change of *beneficiary* to be recognized, the *Insurer* must receive written notice of such change. The *Insurer* bears no responsibility with respect to the validity of a *beneficiary* designation or change.

## Payment under this Policy

Benefits under this *policy* are paid to the *beneficiary* as designated by the *owner*, whether such *beneficiary* was designated in the application or subsequently designated as a result of a change of *beneficiary*.

## Reimbursement

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

## Legal Currency

Any payment under the provisions of this *policy* will be made in the lawful currency of Canada.

## Right to Cancel

The *owner* may have this *policy* cancelled within fifteen (15) days of the date of its receipt or within sixty (60) days after the date on which the *policy* is issued. A written cancellation request must be received by the *insurer* within this time period. Any premiums paid for the *policy* will then be refunded.

## Cash Value

This *policy* does not have any cash-value.

## Compliance with the Law

Any provision of this *policy* that does not comply with applicable legislation in the province or territory in which the *policy* was issued is amended so as to meet the minimum requirements of the applicable legislation.

## Provincial Requirements

Some provinces require that particulars be present on every contract made in their province. Those particulars, listed below, apply to your *policy* if it was made in that specific province.

### Alberta and British-Columbia

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.

## General Provisions

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

Certain coverages contain exclusions and limitations specific to those coverages. The exclusions and limitations apply in addition to the exclusions and limitations of the General Provisions.