



COMBINED HOSPITALIZATION 

Combined Accident Hospitalization

Combined Insurance Company of America/Compagnie d'assurance Combined d'Amérique
(herein called "Combined Insurance/Combined Assurances" or the "Company")

Canadian Head Office

150 Commerce Valley Drive West
Suite 700 Markham, Ontario L3T 7Z3

Combined Accident Hospitalization Insurance Policy

This is a legal contract between you and Combined Insurance/Combined Assurances
READ YOUR POLICY CAREFULLY

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In consideration of the application for insurance and of the payment of premiums when due, we have issued this policy to you. We agree to pay the benefit described in this policy as per the coverage and plan selected, subject to all of its terms, conditions and limitations.

This policy goes into effect on the effective date shown on the schedule page, on the condition that the information provided in the application for insurance remains true and complete on the effective date and also at the time that you accept delivery of this policy, and provided the initial premium is paid when due.

In this policy, "you" and "your" mean the Insured Person, the Primary Insured if family coverage is selected, and "we", "our", and "us" mean Combined Insurance Company of America/Compagnie d'assurance Combined d'Amérique.

To help you understand the insurance terms used in this policy, refer to the explanations described under the heading "*Terms used in this policy*".

It is important that you read your entire policy carefully so you understand how this insurance works and so that you can evaluate if it suits your needs. Please keep this policy in a safe place. You can use our Combined Insurance/Combined Assurances Self-Service portal to access your policy documents, manage payments, download a claim form or even file a claim. Please visit www.combined.ca to register or to log in. If additional information about this insurance is required, please contact us at 1 888 234-4466 weekdays from 8:00 a.m. to 7:00 p.m. Eastern Standard Time (EST).

Right to Examine Policy for 10 Days

You are allowed 10 days from the date you receive this policy to review it and to return it to us if you do not find it satisfactory. If you return it to us within this 10 day period, the policy will be cancelled as if it had never been in effect and any premium paid will be refunded to you. To cancel your policy, send your request in writing to us directly at 150 Commerce Valley Drive West, Suite 700, Markham, Ontario L3T 7Z3.

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When Your Insurance Coverage Starts

Subject to the terms and conditions of this policy, the insurance coverage under this policy begins on the effective date subject to the following conditions:

- The information provided by you in the application for insurance remains true and complete on the effective date
- The information provided by you in the application remains true and complete at the time that you accept delivery of this policy and
- You have paid the first premium

If all of these conditions are not met, this policy does not come into effect.

What Insurance Coverage Is Provided Under This Policy

This policy provides for the following insurance coverage:

- Daily Hospital Confinement Benefit
- Daily Intensive Care Benefit
- Recovery Benefit Following Hospital Confinement
- Recovery Benefit Following Outpatient Surgery or Fracture and
- Ambulance Reimbursement Benefit

Insurance coverage is limited to an injury as defined within this policy.

When Your Insurance Coverage Ends

This policy and the insurance coverage under this policy ends on the earliest of the following dates:

- The effective date of your request to cancel this policy. Refer to the section entitled *"How to cancel your policy"*
- The end of the grace period if the premium remains unpaid. Refer to the section entitled *"What is the grace period?"*
- The policy anniversary date after you, the Primary Insured, have reached 85 years of age or
- The date of your death

If you have selected Family Coverage, refer to *"Family Coverage (only applies if selected) – What Happens When the Primary Insured Turns 85 or Dies"* for further information on continuation and conversion options.

What Happens If You Do Not Provide Correct Information?

If you have incorrectly stated, misrepresented or failed to disclose a material fact in the application for insurance, including in any written, telephonic or electronic statements provided as evidence of insurability, we may contest the validity of this policy. This means we can declare the policy void from the beginning.

However, except in the case of fraud, we will not challenge the validity of this policy after it has been in effect continuously for two years from the later of the effective date or the date the policy was last reinstated.

If there is evidence of fraud, we can declare the policy void at any time. Fraud includes, but is not limited to, a material misrepresentation of the insured person's health. It also includes any other misrepresentation about, or failure to disclose, information that is important to our decision to issue this policy at the premium rate we applied at the time the policy was issued.

Except in the case of fraud, if we declare the policy void, we will refund premiums paid by you.

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What Happens If Your Date of Birth Has Been Misstated?

If the date of birth has been stated incorrectly in the application of insurance, we will adjust the benefit payable to the amount or total amount that would have been provided in exchange for the same premium you are paying using the correct age. However, if we could not have issued this policy because the correct age does not meet our age requirements, we will declare this policy void and return all premiums paid to you.

Change in Premium

We have the right to change the premium from time to time for our policies, including this one, for any rate class. We will not change the premium during the first 12 months from the effective date and we will not change the premium more than once during any 12 month period.

If we decide to change the premium on a rate class, we will give you at least 31 days prior written notice. The written notice will state the new premium amount and the effective date of the change.

What Is the Premium?

The premium is the amount you must pay to keep this policy in force as shown in the schedule page, for the coverage and plan selected on the application.

The premium rate is based on your age as of the effective date of this policy.

You must provide us with your first premium with the application. We will apply your first premium as of the effective date of the policy, as indicated on the application and set out on the schedule page. You must pay subsequent premiums monthly or annually, as selected by you in the application, from the effective date of the policy. You can change the frequency of your premium payment by contacting us to request this change.

If any cheque or other instrument given for payment is not honoured, the premium will be considered unpaid. If you do not pay the premium when due, this policy and your insurance coverage will end, subject to the grace period.

What Is the Grace Period?

A grace period of 31 days from the date premium is due will be granted to you for the payment of the premium. During this grace period, coverage under this policy will continue in force, but you will be liable to us for the payment of the premium that accrues during such period. If you do not pay the overdue premium and any premium falling due within the grace period, this policy and your insurance coverage will automatically end without notice to you. If your policy ends this way, it is called a lapse.

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How to Reinstate Your Insurance Coverage After Your Policy Has Lapsed

If your policy ended because it lapsed due to non-payment of premium, you may apply to have it put back into effect. This process is called reinstatement.

If this policy lapsed because the premium was not paid when due or within the grace period, but we receive payment of the premium within one year from the date that the premium was due, we may reinstate this policy if:

- Evidence of your insurability is submitted, as required by us and
- Your application for reinstatement is approved by us

The reinstated policy will provide insurance coverage for an injury which starts more than 10 days after the date of reinstatement. All other terms, conditions and exclusions will remain the same subject to any changes noted on or attached to the reinstated policy.

If this policy is reinstated, the two year period for contesting the validity of this policy, any riders, and any exclusions begin anew from the date of reinstatement, as set out in the sections entitled *"When we will not pay"* and *"What happens if you do not provide correct information?"*.

Who Receives Payment of the Benefit Amount?

We will pay the benefit amount directly to you, the Primary Insured. If you are deceased at the time that a benefit amount is paid by us, we will pay the benefit amount to your estate unless you have provided us with the name of your beneficiary.

All other benefits payable under this policy, including those payable for injury to your spouse or dependent child, will be paid to you, the Primary Insured.

If individual coverage is selected, and the insured is a minor, notwithstanding any other provision in this policy, all benefits payable are paid to the owner of the policy.

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How to Claim a Benefit

To make a claim, you will need to complete a claim form and give us the information we need to assess the claim. You may contact us at the toll-free telephone number shown below to obtain a claim form or you may obtain a claim form on the website address set out below.

Claim forms and supporting information must be provided to us in either English or French; any translations to English or French must be certified. The person making the claim is responsible for any fees associated with the translation of information.

Doctors and other parties may charge a fee to complete certain forms. The person making the claim is responsible for any fees for this information.

The completed claim forms and supporting information must be sent to the following address:

**Combined Insurance Company of America/
Compagnie d'assurance Combined d'Amérique**
150 Commerce Valley Drive West, Suite 700
Markham, Ontario L3T 7Z3
1 888 234-4466
www.combined.ca

This policy must be in effect on the date that you sustained an injury due to an accident. You must send the claim within one year of the date a claim arises under this policy.

For further information about claims, refer to the section of this policy entitled "*Statutory Conditions*".

How to Cancel Your Policy

Cancellation by You

You may cancel this policy at any time by giving written notice to us at our address shown on the first page of this policy. The effective date of your request to cancel this policy will be the date we receive your cancellation notice. If you cancel your policy within 10 days from the date you receive this policy, any premium paid will be refunded to you. If you cancel your policy any time after this, any premium paid after we receive notice of your cancellation will be refunded to you on a pro-rated basis.

Non-Cancellable by Us

We cannot cancel your policy before the expiration date. However, in certain circumstances of misrepresentation or non-disclosure, we may declare the policy void. Refer to the sections entitled "*What happens if you do not provide correct information?*" and "*What happens if your date of birth has been misstated?*".

Automatic Ending of Your Coverage

This policy will automatically end immediately and without notice or further action by us as set in the section entitled "*When your insurance coverage ends*".

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Statutory Conditions

It is a legal requirement that the following statutory conditions be reproduced in this policy in the following form. In these statutory conditions the term "loss" means a benefit for which a claim is made under this policy.

Where this policy is construed according to the laws of Quebec, these statutory conditions apply as Policy Conditions.

01. The Contract:

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

02. Material Facts:

No statement made by the insured or a person insured at the time of application for the contract may 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.

03. (This condition is not applicable to this contract and is omitted pursuant to statute.)

04. Termination of Insurance:

The contract may be terminated by the insured at any time on request. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.

05. Notice and Proof of Claim:

- (1) The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must
 - (a) give written notice of claim to the insurer
 - (i) by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the insurer in the province, or
 - (ii) by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an accident, sickness or disability,
 - (b) within 90 days after the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of

- (i) the happening of the accident or the start of the sickness or disability,
 - (ii) the loss caused by the accident, sickness or disability,
 - (iii) the right of the claimant to receive payment,
 - (iv) the claimant's age, and
 - (v) if relevant, the beneficiary's age, and
- (c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.

(2) Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if

- (a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
- (b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

06. Insurer to Furnish Forms for Proof of Claim:

The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

07. Rights of Examination:

As a condition precedent to recovery of insurance money under the contract,

- (a) the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim is pending, and
- (b) in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

08. When Money Payable Other Than for Loss of Time:

All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.

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Statutory Conditions (continued)

09. When Loss of Time Benefits Payable:

The initial benefits for loss of time must be paid by the insurer within 30 days after it has received proof of claim, and payment must be made after that date in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments if the person insured, when required to do so, furnishes proof of continuing sickness or disability before payment.

Family Coverage (Only Applies if Selected)

Who Is Eligible for Family Coverage?

If family coverage has been selected, individuals that are eligible for coverage are the Primary Insured, the Primary Insured's spouse, and any dependent children.

When Does Coverage Start for Spouse and Dependent Children?

If family coverage is selected, insurance coverage under this policy begins for the spouse and dependent child named on the application on the effective date and shown on the schedule page, so long as all the terms and conditions above are met.

For the addition of a dependent child at the date of application, the child must be between 15 days of age and 17 years of age.

A child born after the effective date shall be covered at birth, upon notification of birth.

Other persons who become eligible may be added as an eligible dependent upon submission and approval of proof of eligibility. The effective date for new eligible dependents will be the date of addition to the policy.

When Does Coverage End for Spouse and Dependent Children?

If family coverage is selected, insurance coverage under this policy ends for a dependent child on the earliest of the following dates:

- The date on which the dependent child turns 25 years of age
- The effective date of the Primary Insured's request to cancel coverage under this policy for a dependent child
- The date on which the individual no longer meets the definition of a dependent child and
- The date of death of a dependent child

Once the dependent child turns 25 years of age, they will have the option to convert to an individual policy.

If family coverage is selected, insurance coverage under this policy ends for a spouse on the earliest of the following dates:

- The date on which the spouse is no longer a spouse as defined under this policy
- The effective date of the Primary Insured's request to cancel coverage under this policy for a spouse and
- The date of death of a spouse

What Happens When the Primary Insured Turns 85 or Dies?

If family coverage is selected, when the Primary Insured reaches 85 years of age, or the Primary Insured dies before reaching 85 years of age, the insured spouse will have the following options;

- To continue the policy in force as Family Coverage, if there are dependent children remaining on the policy or
- To convert the policy to an individual policy

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Other Important Information

Rights of the Policy Owner

The owner of this policy is set out in the application. All rights and privileges under this policy belong to the owner, unless otherwise expressly stated in this policy. The owner of the policy must be an individual; the owner may not be a company, corporation, or organization.

If the current owner decides to transfer ownership of the policy to another person, they must provide us with a written request of this change.

The current owner may name a contingent owner to assume the rights of this policy when the current owner dies. If there is no contingent owner and if the policy does not terminate upon the owner's death, the owner's rights will pass to the Primary Insured.

Currency

Amounts due or payable under this policy shall be paid in the lawful currency of Canada.

Bank Account

Any premiums being drawn from a bank account by pre-authorized debit may only be drawn from a Canadian bank account.

Non-Participating

This policy is not participating. This means that neither you nor any other person shall share in the distribution of any of our profits or surpluses under this policy.

Cash Value

This policy has no cash value.

Notices

Any official notices to us, like cancellation notices, must be in writing and be delivered or sent by mail to us at our address shown above. Notices from you or a claimant should include this policy number and your name and address.

Legal Actions

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

Compliance with Law

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Recovery of Claim Overpayment

We reserve the right to recover any payment made by us that was:

- a) Made in error
- b) Made to you and/or any party on your behalf, where we determine that such payment made was greater than the amount payable under this policy or
- c) Made to you and/or any party on your behalf based on fraudulent or misrepresented information

If benefits are overpaid or paid in error, we have the right to recover the amount overpaid, or paid in error, by any method, including but not limited to:

- a) A request for you and/or the insured person to make a lump sum payment in the amount overpaid or paid in error and/or
- b) A reduction of any proceeds payable under this policy for a then-current or future claim(s) by any amounts overpaid or paid in error

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When We Pay the Benefit

Daily Hospital Confinement Benefit

We will pay the Daily Hospital Confinement Benefit amount, as set out on the schedule page, if you meet all of the following conditions:

- You sustained an injury due to an accident
- You are confined to a hospital for treatment of an injury sustained due to an accident
- You have been admitted to a hospital or confined to a hospital for a minimum of 20 hours
- Your confinement to a hospital begins, or is prescribed within, 90 days of the accident that caused your injury and
- The Daily Hospital Confinement Benefit payment is not otherwise excluded under the terms, conditions and exclusions of this policy. Refer to the section entitled *"When we will not pay"*

We will continue to pay the Daily Hospital Confinement Benefit amount while you remain confined in a hospital due to injury until the end of the maximum benefit period of 365 days per accident.

Daily Intensive Care Benefit

We will pay the Daily Intensive Care Benefit amount, as set out on the schedule page, in addition to the Daily Hospital Confinement Benefit, if you meet all of the conditions set out under the Daily Hospital Confinement Benefit and the following conditions:

- You are confined in an intensive care unit and
- The Daily Intensive Care Benefit payment is not otherwise excluded under the terms, conditions and exclusions of this policy. Refer to the section entitled *"When we will not pay"*

We will continue to pay the Daily Intensive Care Benefit amount while you remain confined in a hospital intensive care unit due to injury until the end of the maximum benefit period of 365 days per accident.

Recovery Benefit Following Hospital Confinement

We will pay a Recovery Benefit Following Hospital Confinement amount, as set out on the schedule page, for 10 days if you meet all of the conditions set out under the Daily Hospital Confinement Benefit and benefits are payable for the injury under the Daily Hospital Confinement Benefit.

We will pay a further Recovery Benefit Following Hospital Confinement, exceeding the initial 10 days of Recovery Benefit Following Hospital Confinement, if you meet all of the conditions set out under the Daily Hospital Confinement Benefit and the following conditions:

- Benefits are payable for the injury under the Daily Hospital Confinement Benefit
- You become totally disabled following a period of confinement in a hospital
- You remain totally disabled upon discharge from hospital and
- The Recovery Benefit Following Hospital Confinement payment is not otherwise excluded under the terms, conditions and exclusions of this policy. Refer to the section entitled *"When we will not pay"*

We will pay the Recovery Benefit Following Hospital Confinement for the greater of:

- 10 days
- Up to three times the number of days you were confined in a hospital or
- Until the end of the maximum benefit period, which is 365 days of hospital confinement per accident (a total of 1,095 days of Recovery Benefit Following Hospital Confinement per accident)

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When We Pay the Benefit (continued)

Recovery Benefit Following Outpatient Surgery or Fracture

We will pay the Recovery Benefit Following Outpatient Surgery or Fracture amount, as set out on the schedule page, if you meet all of the following conditions:

- You sustain an injury due to an accident
- You are under the care of a doctor
- You require, or are prescribed to have, outpatient surgery within 90 days of the accident that caused your injury, or are diagnosed by a doctor as having a fracture due to the injury
- You have not been admitted to a hospital or confined to a hospital for a minimum of 20 hours for the injury and
- The Recovery Benefit Following Outpatient Surgery or Fracture payment is not otherwise excluded under the terms, conditions and exclusions of this policy. Refer to the section entitled "When we will not pay".

Ambulance Reimbursement Benefit

We will reimburse the amount paid or charged for an ambulance if you meet all of the following conditions:

- You sustain an injury due to an accident
- You are required to take an ambulance to a hospital due to the injury
- You provide an invoice setting out the amount paid or charged for the ambulance and
- The Ambulance Reimbursement Benefit payment is not otherwise excluded under the terms, conditions and exclusions of this policy. Refer to the section entitled "When we will not pay"

We will pay the Ambulance Reimbursement Benefit amount up to the maximum benefit amount as set out on the schedule page. Only one Ambulance Reimbursement Benefit payment amount will be made for an injury resulting from an accident.

When We Will Not Pay the Benefit

We will not pay any insurance benefit under this policy for an injury that results, directly or indirectly, from any of the following exclusions and limitations:

- A sickness
- War or act of war, declared or undeclared, or any act of war, terrorism, riot or insurrection, or service in the armed forces of any country, government or international organization
- Intentional self-inflicted harm, or attempted suicide or suicide, whether sane or insane
- Misuse of medication, or the abuse of drugs or intoxicants, or from having a blood alcohol level greater than the legal amount when the accident occurs
- Committing or attempting to commit a criminal offence or while in prison
- Medical or surgical treatment or complications from the treatment, except when required as a direct result of an injury
- Cosmetic or elective surgery which is not deemed to be medically necessary by your doctor or
- Any palliative care treatment, including but not limited to palliative care treatment provided in a hospital setting

We also will not pay any benefit if this policy is declared void due to a material omission, misrepresentation or in the event of fraud.

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Terms Used in This Policy

Some words that are used in this policy have very specific meanings that are introduced in the text, set out in the application, schedule page or defined below.

Accident means a sudden, unforeseen and unintentional event due exclusively to an external force of a violent nature beyond your control and occurring while this policy is in force.

Ambulance means a vehicle, used for ground or air transportation, equipped with life-saving equipment operated by trained personnel and used by the industry for the purpose of transporting patients and providing emergency medical care. Ambulance does not include any vehicle that is used for the primary purpose of transporting disabled or elderly patients or individuals that do not require emergency medical care.

Care of a Doctor means the regular and personal care of a doctor, which under prevailing medical standards, is appropriate for the condition(s) causing injury.

Dependent Child or **Dependent Children** means the primary insured's eligible unmarried, adopted, stepchild or common law child who is principally dependent on the Primary Insured or the Primary Insured's spouse for financial support. Your dependent child must be under 25 years of age.

Doctor means a licensed doctor recognized by the College of Physicians and Surgeons, or the College of Dental Surgeons, in the province or state within Canada or the United States in which the treatment is rendered. The doctor must not be related to you by blood or marriage or ordinarily resident with you or your business associate.

Effective Date means the date insurance coverage begins. The effective date of this policy is set out on the schedule page.

Evidence of Insurability refers to the information we require to decide if the person who is to be insured is insurable. This can include medical and financial information.

Expiration Date means the date insurance coverage ends. The expiration date is set out in the policy under the section "When your insurance coverage ends" and as shown on the schedule page. Additional information for family coverage can be found in the policy under the section "Family Coverage (only applies if selected)".

Family Coverage means insurance coverage under this policy for the lives of the Primary Insured and the spouse and dependent children of the Primary Insured, as applicable.

Fracture means a broken bone, including but not limited to a broken nose, teeth, finger, thumb, and toe. The fracture must be diagnosed by a doctor.

Hospital means a facility located within Canada or the United States that holds a valid license as a hospital (if required by law) and which meets all of the following conditions and requirements:

- a) Operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients
- b) Provides 24-hour-a-day nursing service by registered or graduate nurses
- c) Has a staff of one or more licensed doctors available at all times
- d) Provides organized facilities for diagnosis and surgical facilities
- e) Is not primarily a clinic, nursing home, rehabilitative facility, extended care facility or convalescent home or similar establishment nor, other than incidentally, a place for alcoholics or drug addicts

Injury means physical harm or damage sustained by you due to an accident while this policy is in force. Injury does not include any loss that results, directly or indirectly, from disease or illness or from any of the conditions or activities listed under the section entitled "When we will not pay".

Insured Person is the person who we have agreed to insure in this policy. The insured person is also referred to as "you". The insured person's name appears on the application as "proposed insured".

Intensive Care Unit means a part of a hospital where patients receive intensive treatment medicine and continual nursing care and is commonly known as the Intensive Care Unit. This does not include a patient's room, an operating room or a recovery room within the hospital.

Maximum Benefit Period means the total period for which monthly benefits are payable as a result of total disability. The maximum benefit period is set out in the policy under section "When we pay the benefit".

Outpatient Surgery means the cutting of tissue, the repair or removal of bodily parts that have been damaged, followed by the then current standard treatment of the resulting wound. Outpatient surgery must be performed by a qualified medical professional.

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Terms Used In This Policy (continued)

Policy means the insurance coverage described in this document. Unless otherwise stated in writing to the contrary, this policy includes insurance coverage under any amendment, rider or endorsement that we have issued and intended to attach to this document.

Policy Anniversary is the month and day of every year that is the same as the policy effective date.

Premium means the amount we charge for the insurance coverage provided under the policy. The premium is set out in the schedule page for the coverage and plan selected on the application.

Primary Insured Person is the eldest insured person, over the age of majority, on a Family Coverage policy.

Rate class is the risk class assigned to each insured person based on his or her age at the time the policy is issued. It is used in the calculation of the premium shown on the schedule page.

Sickness means any disease or illness, the symptoms of which first appeared while this policy is in force, including complications of pregnancy diagnosed or treated after the Effective Date and while the policy is in force.

Spouse means a person of the same or opposite sex who:

- a) Is legally married to, or enters into a civil union with, the Primary Insured and cohabitates with the Primary Insured or
- b) Cohabitates with the Primary Insured and had been publicly represented as their domestic partner for a period of at least one year in the community in which they reside and continues to be represented as such

The Primary Insured may only have one spouse covered under this policy.

Totally Disabled or Total Disability means that, as a result of an injury:

1. You are under the care of a doctor **and**
2. a. For the insured person who has a gainful occupation or usual occupation at the time total disability begins, you are unable to perform the daily duties of your usual occupation. **Usual occupation** means any employment, business, trade, or profession and the substantial and material acts of the occupation you were regularly performing when the total disability began. Usual occupation is not necessarily limited to the specific job you performed or
- b. For the insured person who is not employed at his or her usual occupation or at any gainful occupation, is retired, is a student, or is on a leave, at the time total disability begins, you are unable to perform the instrumental activities of daily living. **Instrumental activities of daily living** are such activities that permit an individual to live independently and include, without limitation, activities such as housework, preparing meals, participating in hobbies, shopping, managing finances, and taking medications as prescribed by a doctor

Total Disability is deemed to begin with the first medical treatment by a doctor following the injury.



In WITNESS WHEREOF the Company has caused this policy to be executed by its President and Secretary, but the same shall not be binding upon the Company until the policy application is signed by one of its licensed resident agents.

For Combined Insurance Company of America/Compagnie d'assurance Combined d'Amérique



Richard L. Williams, Jr.
President



Juliet Schweidel
Secretary