





COMBINED DISABILITY \$

Combined Accident Disability

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

This is a legal contract between you and Combined Insurance/Combined Assurances

READ YOUR POLICY CAREFULLY

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READ YOUR POLICY CAREFULLY

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 issue 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, 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 1888 234-4466 weekdays from 8:00 a.m. to 7:00 p.m. Eastern Time (ET).

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.

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 the cancellation of 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 have reached 75 years of age or
- The date of your death

What Insurance Coverage Is Provided under This Policy

This policy provides for the following insurance coverage:

- Total Disability Benefits
- Partial Disability Benefits and
- Return To Work Benefit

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

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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READ YOUR POLICY CAREFULLY

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. 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 premiums, 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 in 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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READ YOUR POLICY CAREFULLY

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
- You pay any premium 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 will be paid to you, the primary insured.

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

When Reinstatement Will Automatically Not Be Accepted

If this policy contains a 100% Return of Premium Rider or a 50% Return of Premium Rider, the "How to Reinstate Your Insurance Coverage After Your Policy Has Lapsed" section of this Policy does not apply. In order to maintain your 100% Return of Premium Rider or your 50% Return of Premium Rider, you must renew your policy no more than 60 days after the last premium due date.

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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 1888 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, non-disclosure, or fraud in either the application process or the claims process, we may cancel your policy and/or declare it 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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READ YOUR POLICY CAREFULLY

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.

Other Important Information

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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

Total Disability Benefit

We will pay the Total Disability Benefit amount, as set out in the schedule page, if you meet all of the following conditions:

- You are in an accident and within 90 days of the accident you sustain an injury
- You are totally disabled due to the injury and
- The Total Disability 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 Total Disability Benefit amount while you remain totally disabled due to the injury until the end of the maximum benefit period of 6 months per accident.

For every year the policy is in force prior to you becoming totally disabled, one additional month of Total Disability Benefit will accumulate, until a maximum period under the Total Disability Benefit reaches 24 months per accident.

Partial Disability Benefit

We will pay the Partial Disability Benefit amount, as set out in the schedule page, if you meet all of the following conditions:

- You are in an accident and within 90 days of the accident you sustain an injury
- You are partially disabled due to the injury
- Benefits are not otherwise payable under the "Total Disability Benefit" section of this policy and
- The Partial Disability 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 Partial Disability Benefit amount while you remain partially disabled due to the injury until the end of the maximum benefit period of 30 days per accident.

Return to Work Benefit

We will pay the Return to Work Benefit amount, as set out in the schedule page, in addition to the Total Disability Benefit, if you meet all of the conditions set out under the Total Disability Benefit and the following conditions:

- You were eligible for and received benefit payments under the Total Disability Benefit
- You return to work
- You become partially disabled immediately following the total disability and
- The Return to Work 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 Return to Work Benefit amount while you remain partially disabled due to the injury until the end of the maximum benefit period of 30 days per accident.

Concurrent Partial Disability and/or Total Disability

If your partial or total disability is caused by more than one injury during the partial or total disability period, we will pay the Partial Disability Benefit or Total Disability Benefit as if the partial or total disability was caused by only one injury.

Recurrent Partial Disability

All recurrent partial disabilities attributable to a same or related cause are considered to be the continuation of a single and same partial disability.

If you become partially disabled again after being able to perform your usual occupation or instrumental activities of daily living for a period of 180 consecutive days, that partial disability will be considered a new partial disability, even if it is attributable to a same or related cause. The maximum benefit period set out in the schedule page will apply again.

Recurrent Total Disability

All recurrent total disabilities attributable to a same or related cause are considered to be the continuation of a single and same total disability.

If you become totally disabled again after being able to perform your usual occupation or instrumental activities of daily living for a period of 180 consecutive days, that total disability will be considered a new total disability, even if it is attributable to a same or related cause. The maximum benefit period will apply again.

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READ YOUR POLICY CAREFULLY

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
- A pre-existing condition, unless the loss caused by the preexisting condition begins after 24 months from the issue date
- 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
- 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
- Intentional self-inflicted harm, or attempted suicide or suicide, whether sane or insane
- Participation as a paid professional in sports, or participation in any organized motorized contest of speed, or racing of any kind, or other hazardous activities such as scuba diving, rock or cliff climbing, mountaineering, base jumping, caving, boxing, sky diving, parachuting, hang-gliding bungee jumping, parkour, any type of mixed martial arts
- Medical or surgical treatment or complications from the treatment, except when required as a direct result of an injury or
- Cosmetic or elective surgery which is not deemed to be medically necessary by your doctor.

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

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.

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".

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".

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".

Partial disability or **Partially disabled** means the inability to perform one or more but not all of the substantial and material duties of your business or usual occupation (instrumental activities of daily living if not employed). You must be under the regular care of a doctor.

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.

Pre-existing condition means any condition, illness or sickness, in respect of which, at any time during the consecutive 12 months immediately before the later of the effective date of this policy, or the date it was last reinstated after a lapse:

- a) You incurred any health-related expenses on the advice of a doctor or any other health care practitioner
- b) You took any prescribed medication
- c) You consulted a doctor or any other health care practitioner
- d) You received any health-related care, advice or treatment from a doctor or any other health care practitioner or
- e) A reasonably prudent person with such symptom(s) would have consulted a doctor or any other health care practitioner

A pre-existing condition does not include any condition(s) if you have been free of treatment or advice for such condition(s) for 12 consecutive months. A loss caused by a pre-existing condition is not covered unless such loss begins after 24 months from the issue 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.

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.



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READ YOUR POLICY CAREFULLY

Terms Used in This Policy (continued)

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.

idal L. Willia

President

Juliet Schweidel
Secretary

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Combined Insurance Company of America's/Compagnie d'assurance Combined d'Amérique's insurance business in Canada.