

Insured: Mr. XXX
Policy No.: HLTCXXXXX

Your contract consists of this policy, the copy of the application, and any notices of modification or any amendments attached.

Home Care Assistance

Please review your policy and the copy of the application carefully. If any changes need to be made to the answers provided, please notify the insurer within 30 days following the delivery of the policy. Failure to notify the insurer of any inaccuracy or misrepresentation may result in the nullity of the contract.

Home Care Assistance
Insurance Policy

10-day review period

Within ten (10) days after the receipt of this contract, you may return it to us or to the representative through whom it was purchased. The premium paid will be refunded, and the contract will be deemed void as of the date of issue.

Signed at the head office of Humania Assurance Inc., Saint-Hyacinthe, Quebec, Canada



Nicolas Moskiou
President and Chief Executive Officer



Dimitri Georgoulas
Senior Vice-President, Finance and Treasurer

SAMPLE

Policy specifications
Name and address of the policyholder

M. ABC
 3 Turgeon St
 Ste-Therese, Qc, J7E 3H2

Policy No.:

HLTCXXXXX

Renewal date: (DD) (MONTH) of each year

Insured

	Name	Age
Insured	Mr. ABC	61

Product	Home Care Assistance
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Effective date	XX-XX-XXXX
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SUMMARY OF BENEFITS AND PREMIUMS
Description
Effective date
Monthly premium
Home Care Assistance

Plan 1	XX-XX-XXXX	\$XXX.XX
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Total monthly premium :	\$XX.XX
Total annual premium :	\$XXX.XX

Authorized Signatory :



Cathy Leclair

Director, Administration, Individual Insurance

SAMPLE

HOMECARE ASSISTANCE
PLAN A
Summary of Benefits

Protection	Coinsurance	Annual Maximum
Payable when the insured person is functionally dependent		
Professional Care		
Audiologist	90%	\$1,250 per calendar year
Dietitian	90%	\$1,250 per calendar year
Naturopath or osteopath	90%	\$1,250 per calendar year
Occupational therapist	90%	\$1,250 per calendar year
Physiotherapist	90%	\$1,250 per calendar year
Podiatrist or chiropodist	90%	\$1,250 per calendar year
Respiratory therapist	90%	\$1,250 per calendar year
Psychologist	90%	\$1,250 per calendar year
Speech therapist	90%	\$1,250 per calendar year
Other expenses		
Covered at 100 %		
Monitoring system	100%	\$1,000 per calendar year
Moving allowance	100%	\$1,000 lifetime maximum
Home conversion	100%	\$10,000 lifetime maximum
Meals	100%	\$500 per month
Rental or purchase of equipment	100%	Unlimited
Respite	100%	\$3,000 per calendar year
Transportation expenses	100%	\$750 per year
Support for an Informal caregiver	100%	\$1,250 per year
Private nurse or personal support worker	100%	\$100 per day, maximum of 200 days per calendar year
Other expenses		
Covered at 90 %		
Orthopaedic shoes	90%	Unlimited
External breast prostheses	90%	\$300 per 24 months
Colostomy, Ileostomy and Urostomy supplies	90%	Unlimited
Transcutaneous electrical nerve stimulator (TENS)	90%	\$500 per 36 months
Reagent strips, syringes and needles	90%	Unlimited
Dextrometer or a Glucometer and Diabetic supplies	90%	Unlimited
Hearing aids	90%	\$500 per 36 months
Hair prostheses (wigs)	90%	\$300 lifetime maximum
Stockings for varicose veins and phlebitis	90%	2 pairs per calendar year
Maxi-mist nebulizer (including masks) or CPAP device	90%	\$500 lifetime maximum
Rental or purchase of a non-motorized wheelchair, ventilator, hospital bed (excluding mattress) or crutches	90%	\$5,000 lifetime maximum
Medical supplies	90%	\$1,500 per year
Incontinence supplies for bowel and /or bladder	90%	\$1,500 per year
LIFETIME MAXIMUM		\$75,000

* The lifetime maximum is the total amount of benefits that the insurer will pay to the Beneficiary under this Policy, across all coverages, for the entire duration of the contract. Any benefit payment reduces the available lifetime maximum by the same amount. Once this amount is reached, no further benefits are payable, regardless of any annual or coverage-specific limits set out in the contract.

SAMPLE

HOMECARE ASSISTANCE
 PLAN B
 Summary of Benefits

Protection	Coinsurance	Annual Maximum
Payable when the insured person is functionally dependent		
Professional Care		
Audiologist	100%	\$1,500 per calendar year
Dietitian	100%	\$1,500 per calendar year
Naturopath or osteopath	100%	\$1,500 per calendar year
Occupational therapist	100%	\$1,500 per calendar year
Physiotherapist	100%	\$1,500 per calendar year
Podiadrst or chiropodist	100%	\$1,500 per calendar year
Respiratory therapist	100%	\$1,500 per calendar year
Psychologist	100%	\$1,500 per calendar year
Speech therapist	100%	\$1,500 per calendar year
Other expenses		
Covered at 100 %		
Monitoring system	100%	\$1,250 per calendar year
Moving allowance	100%	\$1,000 lifetime maximum
Home conversion	100%	\$15,000 lifetime maximum
Meals	100%	\$700 per month
Rental or purchase of equipment	100%	Unlimited
Respite	100%	\$3,000 per calendar year
Transportation expenses	100%	\$1,000 per year
Support for an Informal caregiver	100%	\$1,500 per year
Private nurse or personnal support worker	100%	\$120 per day, maximum of 200 days per calendar year
Other expenses		
Covered at 100 %		
Orthopaedic shoes	100%	Unlimited
External breast prostheses	100%	\$300 per 24 months
Colostomy, Ileostomy and Urostomy supplies	100%	Unlimited
Transcutaneous electrical nerve stimulator (TENS)	100%	\$500 per 36 months
Reagent strips, syringes and needles	100%	Unlimited
Dextrometer or a Glucometer and Diabetic supplies	100%	Unlimited
Hearing aids	100%	\$500 per 36 months
Hair prostheses (wigs)	100%	\$300 lifetime maximum
Stockings for varicose veins and phlebitis	100%	2 pairs per calendar year
Maxi-mist nebulizer (including masks) or CPAP device	100%	\$500 lifetime maximum
Rental or purchase of a non-motorized wheelchair, ventilator, hospital bed (excluding mattress) or crutches	100%	\$7,500 lifetime maximum
Medical supplies	100%	\$1,500 per year
Incontinence supplies for bowel and /or bladder	100%	\$1,500 per year
LIFETIME MAXIMUM		\$125,000

* The lifetime maximum is the total amount of benefits that the insurer will pay to the Beneficiary under this Policy, across all coverages, for the entire duration of the contract. Any benefit payment reduces the available lifetime maximum by the same amount. Once this amount is reached, no further benefits are payable, regardless of any annual or coverage-specific limits set out in the contract.

SAMPLE

HEMECARE ASSISTANCE **PLAN C** **Summary of Benefits**

Protection	Coinsurance	Annual Maximum
Payable when the insured person is functionally dependent		
Professional Care		
Audiologist	100%	\$1,750 per calendar year
Dietitian	100%	\$1,750 per calendar year
Naturopath or osteopath	100%	\$1,750 per calendar year
Occupational therapist	100%	\$1,750 per calendar year
Physiotherapist	100%	\$1,750 per calendar year
Podiadrst or chiropodist	100%	\$1,750 per calendar year
Respiratory therapist	100%	\$1,750 per calendar year
Psychologist	100%	\$1,750 per calendar year
Speech therapist	100%	\$1,750 per calendar year
Other expenses		
Covered at 100 %		
Monitoring system	100%	\$2,000 per calendar year
Moving allowance	100%	\$1,500 lifetime maximum
Home conversion	100%	\$20,000 lifetime maximum
Meals	100%	\$1,000 per month
Rental or purchase of equipment	100%	Unlimited
Respite	100%	\$6,000 per calendar year
Transportation expenses	100%	\$1,500 per year
Support for an Informal caregiver	100%	\$2,000 per year
Private nurse or personnal support worker	100%	\$160 per day, maximum of 250 days per calendar year
Other expenses		
Covered at 100 %		
Orthopaedic shoes	100%	Unlimited
External breast prostheses	100%	\$300 per 24 months
Colostomy, Ileostomy and Urostomy supplies	100%	Unlimited
Transcutaneous electrical nerve stimulator (TENS)	100%	\$500 per 36 months
Reagent strips, syringes and needles	100%	Unlimited
Dextrometer or a Glucometer and Diabetic supplies	100%	Unlimited
Hearing aids	100%	\$500 per 36 months
Hair prostheses (wigs)	100%	\$300 lifetime maximum
Stockings for varicose veins and phlebitis	100%	2 pairs per calendar year
Maxi-mist nebulizer (including masks) or CPAP device	100%	\$500 lifetime maximum
Rental or purchase of a non-motorized wheelchair, ventilator, hospital bed (excluding mattress) or crutches	100%	\$7,500 lifetime maximum
Medical supplies	100%	\$1,500 per year
Incontinence supplies for bowel and /or bladder	100%	\$2,000 per year
LIFETIME MAXIMUM		\$200,000

* The lifetime maximum is the total amount of benefits that the insurer will pay to the Beneficiary under this Policy, across all coverages, for the entire duration of the contract. Any benefit payment reduces the available lifetime maximum by the same amount. Once this amount is reached, no further benefits are payable, regardless of any annual or coverage-specific limits set out in the contract.

SAMPLE

HOME CARE ASSISTANCE

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PART A - DEFINITIONS

Terms in *italics* in the text have the following meanings:

Accident: Means an event that occurs while the *Policy* is in force and is caused by external, violent, sudden or fortuitous causes beyond the control of the *Insured*.

Activities of Daily Living: Means the set of actions performed daily by a person including eating, getting dressed, moving around, bathing, toileting and maintaining continence:

- Eating/Feeding: The ability to consume prepared and served food, with or without the help of adaptive utensils
- Dressing: The ability to put on and remove necessary clothing, including orthoses, artificial limbs and other surgical prostheses
- Transferring: The ability to move out of a bed, chair or wheelchair in any manner, with or without the help of assistive equipment
- Bathing: The ability to wash in a bathtub, in the shower or with a washcloth, with or without the use of accessories
- Toileting: The ability to get to and from the toilet and maintain personal hygiene
- Continence: The ability to manage bowel and bladder functions, with or without protective undergarments, to maintain a level of personal hygiene that promotes good general health

Application: Means any insurance *Application* attached to the *Policy*.

Assistive Devices or Accessories: Means a device that facilitate the *Insured's Activities of Daily Living*. If using an *Assistive Device or Accessory* allows you to fully and safely perform an *Activity of Daily Living*, you are not considered to have a loss of autonomy for that activity.

Assistive Device or Accessory include, without limitation: adjustable beds, button hooks, canes, crutches, grab bars, handheld showerheads, bath brushes, raised toilet seats, transfer benches, walkers, and wheelchairs.

Beneficiary: Unless otherwise indicated, the *Beneficiary* is the *Insured* or the one designated by the *Policyholder*.

Canadian Resident: Means a person authorized by law to reside in Canada, who resides there for at least six (6) months per calendar year and is eligible for the government health and *Hospitalization* insurance programs of the province in which they reside.

Child: Means any person who has a direct parent-child relationship with the *Insured* or their *Spouse*, whether by birth, from a previous union or by legal adoption. Grandchildren of the *Insured* or their *Spouse* are also considered children for the purposes of this *Policy*.

Coinurance: Means the percentage of *Eligible Expenses* reimbursed by the *Insurer* to the *Beneficiary* for certain healthcare and/or dental care services.

Convalescent Centre: Means a centre for patients in the transitional period between the end of the active phase of a condition and recovery. In order to be considered a *Convalescent Centre*, a location must meet all of the following conditions:

- be eligible to receive payments in accordance with provincial health care legislation;
- be operated in accordance with applicable local laws;
- have a licensed *Physician* and registered nursing staff on duty 24 hours a day;
- provide room, board and nursing care for an *Illness* or *Injury* during the convalescent period;
- be authorized to administer medications to patients as directed or recommended by a *Physician*;

- maintain a medical record for each patient; and
- not be a senior's residence, nursing home, maternity Facility or a Facility for persons who are blind, deaf, alcohol-dependent, drug-dependent or incapable of consenting.

Dentist: Means a Healthcare Professional who specializes in the diagnosis, prevention and treatment of diseases and conditions affecting the teeth, gums and oral cavity.

Deterioration of Mental Faculties (Cognitive Impairment): Means constant supervision by another person is required to protect physical health and safety due to deterioration or loss of:

- short-term memory;
- orientation in time and space and the ability to recognize people;
- the ability to reason; and
- the ability to exercise judgment with respect to awareness of danger.

Deterioration of Mental Faculties must be caused by an organic brain disease, such as Alzheimer's disease or irreversible dementia, or by a traumatic brain Injury. The diagnosis must be made by a Physician.

Diagnostic Services: Means medical examinations and tests necessary to identify the nature or extent of an Illness or Injury. These examinations and tests must be administered to the Insured in a Physician's or Dentist's office, in a Hospital or in a private healthcare Facility previously approved by the Insurer. They must also be prescribed by a Physician, Dentist or nurse practitioner.

Eligible Expenses: Means expenses incurred by the Insured for medical supplies or services that are considered reimbursable because they:

- are Usual, Customary and Reasonable Fees;
- are recommended, approved or prescribed by a Healthcare Professional;
- are approved by the Insurer;
- exceed amounts reimbursed or reimbursable by any other insurer or Government Program;
- were not provided by a person who lived with the Insured before the Insured became Functionally Dependent, or who is a member of their Immediate Family, a business partner or their employer; and
- were rendered while the present coverage was in force.

Facility: Means a long-term care Facility that provides accommodation, assistance, support, supervision and/or psychological services to the Insured who is suffering from a functional or psychological loss of autonomy.

Functionally Dependent: Means the Insured is unable to perform at least two (2) Activities of Daily Living, has Impaired Mental Faculties or requires Immediate Physical Assistance for bathing or transferring. To be considered Functionally Dependent, the Insured must also follow the treatments recommended by a Healthcare Professional, when such treatments are prescribed, where applicable.

Government Programs: Means all provincial, territorial and federal Government Programs, or any other program or legislation that entitles the Insured to Home Care Benefits, under which the Insured is eligible to receive benefits.

Healthcare Professional: Means a person who is legally authorized to practise a profession through which medical services are administered. Healthcare Professionals include Physicians, pharmacists, Dentists, nurse practitioners and any other professional approved by the Insurer.

Home Care: Means health and personal care services provided by a Healthcare Professional, outside of a Facility or Hospital. Home Care means that the Insured is Functionally Dependent and resides in a private residence or any other location that does not meet the definitions of Facility or Hospital set out in this contract.

Hospital: Means an institution recognized as an acute care hospital under the laws of the province of residence of the Insured. This definition excludes the long-term care unit (beds in that institution used for convalescent or chronically ill patients).

A clinic, health Facility or establishment that provides essentially rehabilitation or custodial care is not recognized as a Hospital, even if that establishment is part of or affiliated with a Hospital.

Hospitalization: Means an admission for a stay in a Hospital:

- for at least 18 hours for urgent medical care; or
- for surgery that is not primarily cosmetic in nature.

Illness: Means a deterioration of health or disorder of the body, diagnosed by a Physician, that is not caused by an Injury and whose first symptoms appear while the present Policy is in force.

Immediate Family: Means the Spouse, Child, brother, sister, parent, grandparent or grandchild of the Insured.

Immediate Physical Assistance: Means the constant and immediate presence of a third party is required for the Insured to fully and safely perform activities such as bathing or transferring and this person must be able to intervene physically without delay.

An Insured is considered Functionally Dependent when they require Immediate Physical Assistance for one of these activities and significant physical assistance for at least one other Activity of Daily Living.

Informal Caregiver: Means a person who provides substantial support or care on a regular basis to a Functionally Dependent Insured and who does not act in a professional capacity, whether as a volunteer or having left paid employment to assume this role.

Injury: Means bodily harm resulting directly or indirectly from an Accident sustained by the Insured, independently of any Illness or other cause, while the Policy is in force.

Insurability: Means whether the Insured meets the Insurer's requirements for this Policy, including eligibility and health requirements.

Insured or Insured Person: Means the person designated as such on the insurance Application.

Insurer: Means Humania Assurance Inc. with its headquarter at 1555 rue Girouard Ouest, Saint-Hyacinthe, Quebec, J2S 2Z6.

Physician: Means any person who is legally authorized to practise medicine in Canada, within the scope of their Doctor of Medicine (M.D.) degree who has no family or business relationship with the Insured, Beneficiary or Policyholder.

Policy: Means this contract, the Application for this Policy, any notice of change, reinstatement or amendment attached to this contract.

Policyholder: Means the person who owns this Policy.

Private Nurse: Means a registered nurse or licensed practical nurse who is registered with their respective professional association.

Rider: Means any document identified as a Rider that provides additional coverage subscribed to by the Insured and that is issued and approved by the Insurer and forms an integral part of the Policy only if indicated in the policy specification.

Risk Class: Means the characteristics of the Insured used to determine the premium rate for coverage. Risk Classes are based on gender, age and health status.

Spouse: Means the person who:

1. is married to and cohabits with the Insured; or
2. has lived in a conjugal relationship with the Insured for at least twelve (12) consecutive months (or immediately if a Child has been born of their union) and meets the following criteria:
 - a. is designated as a Spouse on the "Declaration of Marital Status" form; and
 - b. is publicly presented as their Spouse.

However, annulment of the marriage, divorce or separation results in the loss of Spouse status.

Summary of Benefits: Means the Summary of Benefits attached to this Policy.

Usual, Customary and Reasonable Fees: Means fees or charges that do not exceed the rates generally charged by other professionals, similar healthcare Facilities or pharmacies in the same region or locality for identical or comparable care, services or supplies. The Insurer sets these charges annually or more frequently.

PART B – HOME CARE ASSISTANCE COVERAGE

BENEFITS

If this coverage is in force, and if the Insured is considered Functionally Dependent and resides in a private residence, the Insurer will reimburse the Insured for eligible Home Care expenses, in accordance with the terms and conditions set forth in the Summary of Benefits and all other provisions of the Policy, the Eligible Expenses as described in the Eligible Expenses clause of this Part B.

This coverage does not apply to an Insured who resides, either permanently or temporarily, in a care Facility, including a Hospital, public or private Convalescent Centre or any other similar Facility.

This coverage is not intended to replace government health or hospitalization insurance programs in the Insured's province of residence or any other Government Programs.

LIMITATIONS

The Insurer pays Eligible Expenses up to the following limits:

- the sub-limits applicable to each type of expense, as indicated in the Summary of Benefits; and
- the lifetime maximum, as indicated in the Summary of Benefits.

The lifetime maximum is the total amount of benefits that the insurer will pay to the Beneficiary under this Policy, across all coverages, for the entire duration of the contract. Any benefit payment reduces the available lifetime maximum by the same amount. Once this amount is reached, no further benefits are payable, regardless of any annual or coverage-specific limits set out in the contract.

PREMIUM

The premium amount is indicated in the policy specification. Premiums are payable annually or monthly by pre-authorized debit, or annually by cheque, at the Policyholder's discretion. Any premium payment made by pre-authorized debit is deemed made only if the payment is honoured. A 30-day grace period is granted for payment of each premium. If the premium remains unpaid after this period, the Policy terminates. If the Insured is not Functionally Dependent, the Policyholder may change the payment terms by providing fifteen (15) day's notice. Any unpaid premiums will be deducted from any amount payable by the Insurer.

The premium is guaranteed for the first twelve (12) months of the contract. After this period, however, it is no longer guaranteed and may be subject to adjustments based on experience at the contract renewal date.

ADJUSTMENTS DUE TO EXPERIENCE

After the first year that the Policy is in force, the Insurer reserves the right to adjust the applicable premium for each coverage based on the observed experience across all similar contracts.

RENEWAL

Provided that no premium is outstanding on the last day of an insurance year, this contract is automatically renewed each year.

The years of insurance each have a twelve (12) months period and are calculated from the effective date of the contract.

ELIGIBLE EXPENSES

ELIGIBLE EXPENSES FOR A FUNCTIONALLY DEPENDENT INSURED

If this coverage is in force on the date the *Insured* is recognized as *Functionally Dependent* and is not residing in a care *Facility* (whether a *Hospital*, *Convalescent Centre* or any other similar *Facility*) on a permanent or temporary basis, and if the *Insured* incurs expenses for *Home Care* on that date, the *Insurer* will reimburse the following *Usual, Customary and Reasonable Fees* in accordance with the percentage and maximums set out in the *Summary of Benefits*:

PROFESSIONAL CARE

Fees for paramedical services provided by a/an:

- Audiologist
- Dietitian
- Naturopath or osteopath
- Occupational therapist
- Psychologist
- Physiotherapist
- Podiatrist or chiropodist
- Respiratory therapist
- Speech therapist

Such services must be within the specialist's area of specialty, and the specialist must be a member of their respective professional association. The portion of expenses borne by the *Insured* is subject to the maximum per specialist indicated in the *Summary of Benefits*.

The practitioner must not reside in the *Insured's* home, be a member of their *Immediate Family*, be their business partner or be their employer. These expenses are reimbursable up to the maximum indicated in the *Summary of Benefits*.

OTHER EXPENSES

In accordance with the percentages and maximums indicated in the *Summary of Benefits* for this purpose, the *Insurer* pays the following *Usual, Customary and Reasonable Fees*:

Monitoring System

The cost of a medical alert system, including a wireless emergency transmitter, a base unit connected to a telephone line, and a highly sensitive microphone and speaker, up to the maximum indicated in the *Summary of Benefits*.

Moving Allowance

The cost of relocation expenses that the *Insurer* will pay to the *Insured* or *Policyholder* for moving the *Insured's* from their residence to a long-term care *Facility*, up to the maximum indicated in the *Summary of Benefits*.

Home Conversion

The cost for the adaptation of the *Insured's* residence, up to the maximum indicated in the *Summary of Benefits*.

Meals

The cost of meal preparation provided outside the *Insured's* residence, up to the maximum indicated in the *Summary of Benefits*.

Rental or Purchase of Equipment

The rental or purchase, at the *Insurer's* discretion, of the following medical supplies or equipment:

- mobility aids or other *Assistive Devices*, such as canes, crutches and walkers;
- orthoses made of rigid material, such as plastic or metal, used to maintain a part of the body in proper position. (elastic support bands and foot orthoses are not covered under this category);

- the cost of oxygen and ventilators, as well as the rental of equipment required for their administration and/or maintenance.

Respite

The cost of respite care for the *Insured*, allowing the *Informal Caregiver* to take a break and have some free time, up to the maximum indicated in the *Summary of Benefits*.

Transportation Expenses

The cost of transporting the *Insured* for medical treatment or follow-up. When the *Insured* uses a personal vehicle, the benefit is payable at a rate of \$0.35/km. When the *Insured* uses a taxi, the benefit corresponds to the cost of the taxi. Expenses are reimbursable up to a maximum of \$50 per day and up to the maximum indicated in the *Summary of Benefits*.

Support for an *Informal Caregiver*

The cost of consulting a specialist who provides psychosocial support to the *Informal Caregiver* in their daily tasks and involvement with the *Insured*, up to the maximum indicated in the *Summary of Benefits*.

***Private Nurse* or personal support worker**

The professional services of a licensed *Private Nurse* or a personal support worker from an agency that specializes in *Home Care* and is a member in good standing of their respective professional association, up to the maximum indicated in the *Summary of Benefits*.

Orthopedic Shoes

The purchase of orthopedic shoes, up to the maximum indicated in the *Summary of Benefits*.

External Breast Prostheses

Coverage for the purchase of external breast prostheses following a mastectomy, up to the maximum indicated in the *Summary of Benefits*.

Colostomy, Ileostomy and Urostomy Supplies

Costs for eligible supplies required following a colostomy, an ileostomy or a urostomy, up to the maximum indicated in the *Summary of Benefits*.

Transcutaneous Electrical Nerve Stimulator (TENS)

A pain treatment device that uses electrical stimulation of nerve fibres to control chronic pain, up to the maximum indicated in the *Summary of Benefits*.

Reagent Strips, Syringes and Needles

The purchase of reagent strips, syringes and needles, up to the maximum indicated in the *Summary of Benefits*.

Dextrometer or a Glucometer and Diabetic Supplies

The purchase of a dextrometer or a glucometer and diabetic supplies, except lancets and glucose sensors, up to the maximum amount indicated in the *Summary of Benefits*.

Hearing aid

The purchase of a hearing aid prescribed by an audiologist, up to the maximum indicated in the *Summary of Benefits* per 36 consecutive months.

Hair prostheses (Wigs)

Hair prostheses required due to a medical condition or following chemotherapy treatment, up to the lifetime maximum indicated in the *Summary of Benefits*.

Stockings for Varicose Veins or Phlebitis

Stockings for varicose veins or phlebitis, up to the maximum indicated in the Summary of Benefits.

Maxi-Mist Nebulizer (including masks) or CPAP device

The rental or purchase, at the Insurer's discretion, of a maxi-mist nebulizer (including masks) or a CPAP device, up to the maximum indicated in the Summary of Benefits.

Rental or Purchase of a Non-Motorized Wheelchair, Ventilator, Hospital bed (excluding mattress) or Crutches

The rental or purchase, at the Insurer's discretion, of a non-motorized wheelchair (including repairs), a ventilator, a Hospital bed (excluding the mattress), crutches or any other equipment normally designed for therapeutic use in a Hospital, up to the maximum indicated in the Summary of Benefits.

Medical Supplies

The purchase, at the Insurer's discretion, of medical supplies to treat an Illness or Accident while the Insured is receiving care from a nurse, up to the maximum indicated in the Summary of Benefits.

Incontinence supplies for bowel and/or bladder

Incontinence supplies for bowel or bladder management up to the maximum indicated in the Summary of Benefits.

COORDINATION OF BENEFITS

If, at the time of the claim, the Insured is covered by one or more government health or hospitalization insurance programs, health care programs or any other Government Programs in the Insured's province of residence, or if the Insured is covered by individual or group insurance Policies offering benefits similar to or comparable with those provided under this Policy, the total benefits payable may not exceed 100% of the Eligible Expenses actually incurred.

The order of payment of benefits is established as follows:

- Government health insurance, hospitalization insurance, healthcare programs or any other Government Programs in the Insured's province of residence act as the first payer for Eligible Expenses under those programs.
- If one of the applicable policies does not include a coordination of benefits provision, then that policy is considered the first payer among private insurers.
- If more than one applicable policy includes a coordination of benefits provision, the Eligible Expenses are reimbursed first by the group insurance policy, then by the individual insurance policy or policies. If the Insured is covered by more than one policy, the order of payment is determined from the policy with the earliest effective or reinstatement date to the policy with the most recent effective or reinstatement date.

The Insured must disclose the existence of any public plan, Government Program or other insurance policy covering similar expenses and must provide any information required to apply this clause upon request.

GENERAL PROVISIONS

The definitions, restrictions and exclusions of this coverage apply in addition to those set out in the General Provisions of this Policy.

PART C – GENERAL PROVISIONS

CONTRACT

This Policy is issued by the Insurer based on the Application submitted for this purpose. A copy of the Application is attached, along with any documents such as notices of change, reinstatement or amendment.

EFFECTIVE DATE

This Policy takes effect upon the Insurer's acceptance of the Application, provided that the Application has been accepted without modification, that the first premium has been paid and that no changes have occurred in the Insured's Insurability since signing the Application or reinstatement.

PREMIUM WAIVER

When the Insurer approves a claim for benefits, the Insurer will waive the premiums on the Policy for as long as the Insured is Functionally Dependent. Premiums must be paid until the Insurer notifies the Policyholder that the claim has been approved.

EXCLUSIONS

No benefits are payable under this coverage for expenses incurred as a result of:

- Injuries or physical or mental harm intentionally self-inflicted by the Insured;
- the commission or attempted commission of a criminal act by the Insured;
- Injuries resulting from the Insured actively participating in a public confrontation, riot, insurrection, or military operation, whether or not war has been declared;
- alcohol or drug abuse or use of illicit drugs;
- operation of a motor vehicle by the Insured with a blood alcohol level exceeding 80 milligrams per 100 milliliters of blood (0.08) or the legal limit;
- inhalation of toxic gases by the Insured unless such inhalation occurs during the Insured's normal job duties;
- suicide or attempted suicide by the Insured, whether of sound mind or not.

No benefits are payable for an Insured who is Functionally Dependent and resides outside of Canada.

This coverage does not apply to an Insured who resides, either permanently or temporarily, in a care Facility, including a Hospital, public or private Convalescent Centre or any other similar Facility.

GRACE PERIOD

A grace period of 30 days is granted for payment of each premium, except for the first premium, which is due on the contract's effective date. If the premium remains unpaid after this period, the Policy is terminated. If the Insurer does not receive the first premium payment as required, the Policy will be deemed never to have been issued.

Any unpaid premiums will be deducted from any amount payable by the Insurer.

LAPSE

The contract lapses, and the Insurer's obligations under the contract terminate automatically if premiums remain unpaid at the end of the grace period.

AGE

For the purposes of this Policy the Insured's age is their age at their last birthday when the Policy takes effect. If the

age used to calculate the premium is incorrect due to an error or otherwise, the Insurer will adjust the amount payable at the time of settlement to reflect the Insured's true age on the date they became Insured.

If the Insured's age was outside the eligible age limits on the Policy's effective date, the Policy will be considered void and will not be subject to any legal restrictions.

PARTICIPATION

This Policy is non-participating and carries no right to share in the Insurer's profits.

REINSTATEMENT

If this Policy lapses due to nonpayment of premiums, it may be reinstated within 120 days of the lapse date. To do so, the Policyholder must submit a written request, provide proof of the Insured's Insurability and/or health status that satisfies the Insurer, and pay any outstanding premiums. The incontestability periods begin anew as of the date of the most recent reinstatement.

Reinstatement will not extend the contract's duration or postpone the Policy's expiration date beyond the dates indicated in the policy specification.

CLAIM SUBMISSION AND PAYMENT

In the event of a claim, the Insured must submit the claim to the Insurer (coverage must be in force), within twelve (12) months from the date the expenses were incurred, accompanied by all supporting documentation deemed necessary by the Insurer, otherwise the claim will not be accepted.

Eligible Expenses are reimbursed or paid within 30 days of receipt of the claim and all required supporting documentation.

If the Insured disagrees with a decision made by the Insurer, they may request a review within 30 days of the decision by sending a written request to the Insurer along with any new supporting documentation.

The Insurer will not consider any request for review received more than twelve (12) months after its initial decision.

REIMBURSEMENT OF CLAIMS AFTER POLICY TERMINATION

We must receive your refund request within 90 days of the Policy termination date. No reimbursements will be made after 90 days, regardless of the service date.

ACCESS TO PERSONAL INFORMATION

Any claim for payment under the Policy must be made in writing and supported by documentation. We may require any information the Insurer deems necessary to support the claim.

In processing a claim, we will require personal information about the Insured, including medical information about their health condition.

No amount will be paid if the Insured, Policyholder or Beneficiary refuses to consent to the disclosure of personal information about the Insured that is necessary for processing the claim.

ASSIGNMENT OR PLEDGE

The insurance under this contract may not be assigned or pledged.

ELIGIBILITY

To be eligible for coverage, the Insured must be eligible for coverage under the Government Programs for health insurance, hospitalization insurance and healthcare programs in their province of residence. The Insured must be between 18 and 82 years of age inclusively.

WAIVER

The Insurer's waiver of, or failure to require the performance or observance of, any provision of this contract shall not be construed as a waiver of the Insurer's right to take necessary action against any subsequent failure to perform or observe the same provision. Furthermore, the Insurer's approval of any action by the Insured, when such approval was required, does not relieve the Insured of the obligation to obtain the Insurer's approval for any subsequent, similar action.

SUBROGATION AND REIMBURSEMENT – THIRD-PARTY LIABILITY

When any amount is paid to the Insured under this contract as a result of an Illness or an Accident for which legal liability is attributable to a third party, the Insurer is subrogated to the rights of the Insured and may recover from the liable third party the amounts it has paid, where permitted by law.

DISCLOSURE

The Insured and the Policyholder are required to cooperate fully with the Insurer and must disclose all facts within their knowledge that are material to the insurance and have not been disclosed by the other party, including in the Application, during a medical examination where applicable, and in any written statement or answer provided as evidence of Insurability. The Insured, Policyholder and Beneficiary must also sign any form or document that enables the Insurer to obtain relevant information.

Subject to the incontestability and age provisions, failure to disclose or misrepresentation of such a fact renders the contract voidable by the Insurer.

INCONTESTABILITY

Once a coverage has been in force for two (2) years with respect to an Insured Person, failure to disclose or misrepresentation of a fact regarding that person does not void the coverage, except in cases of fraud.

TERMINATION OF THE POLICY AND COVERAGES

Unless otherwise specified for a given coverage, this Policy and the coverages terminate on the earliest of the following dates:

- on the date that the Insurer's representative receives a written request from the Policyholder to cancel this Policy;
 - when the Policyholder cancels their contract by sending written notice to the Insurer's representative head office, the termination date is the date the notice is received, if the premium was paid on an annual basis. However, if the premium is paid monthly, the notice must be received at least seven (7) business days before the next pre-authorized debit for the cancellation to take effect. Otherwise, the debit will be processed, no refund will be issued, and the cancellation will take effect at the end of the period for which the premium was collected;
- on the date that the premium grace period expires;
- on the date that the maximum benefits have been paid;
- on the date that the Insured ceases to be a Canadian Resident; or
- upon the death of the Insured.

CHANGE OF BENEFICIARY

Subject to applicable law, the Policyholder may designate, change or revoke a Beneficiary at any time. The Insurer only recognizes changes that have been notified in writing. The Insurer assumes no responsibility for the validity of the Beneficiary designation or any change of Beneficiary.

POLICY SETTLEMENT

Any benefit is paid to the Insured or Policyholder unless otherwise indicated.

REFUND

No premium refund cheque will be issued for amounts less than twenty dollars (\$20).

RECOVERY

No provision of this contract may be construed as preventing the Insurer from recovering any overpaid amount.

LEGAL CURRENCY

All payments under the provisions of this Policy are made in Canadian currency.

RIGHT OF CANCELLATION

The Insured has ten (10) days from the receipt date of their contract to review and cancel it without charge or penalty, provided that the Insurer receives written notice of cancellation at its head office within the stated period.

Upon receiving the cancellation notice within the stated period, the Insurer will refund all premiums paid to the Insured. The contract will be considered null and void as of the effective date, and no benefits will be payable.

COMPLIANCE WITH APPLICABLE LAW

Any provision of the Policy that, on the effective date, does not comply with the laws of the province or territory in which the Policy was issued will be amended to meet the minimum requirements of those laws.

GENERAL PROVISIONS

The exclusions, limitations and general provisions apply to the Policy and to all coverages to the extent that they are relevant.

Certain coverages have their own specific exclusions and limitations. These exclusions and limitations are in addition to the exclusions and limitations set out in the general provisions.