

## **Equation Generation® IV Universal Life Insurance**

## **Optional Riders**

(February 22, 2022)

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## ADDITIONAL ACCIDENTAL DEATH BENEFIT



## Additional Accidental Death Benefit Rider

Benefit: This rider provides benefits only on the Life Insured shown under this rider on the Coverage Specifications page.

If the Company receives satisfactory proof that the death of the Life Insured covered under this rider:

- a) resulted from bodily injury caused solely by external, violent and accidental means received while this policy and rider were in force; and
- b) occurred within 90 days of the date of sustaining such injury;

the Company will pay to the Beneficiary, in addition to the Death Benefit, the amount of the Additional Accidental Death Benefit for that Life Insured shown on the Coverage Specifications page.

Benefit Charge: The Monthly Charge for this benefit is specified and is payable for the period shown on the Coverage Specifications page.

Risks Not Assumed: The amount specified above will not be payable if the death of the Life Insured covered under this rider resulted either directly or indirectly from:

- a) suicide, while sane or insane;
- b) war, or any act incident to war, whether declared or not, or any conflict between the armed services of countries or international organizations;
- c) making or attempting to make or descending from an aerial flight:
  - i) as a member of the aircraft crew or as one having any duties in connection with such flight;
  - ii) as a participant in the training or maneuvers of the armed forces of any country; or
  - iii) for instructional or training purposes;
- service in the armed forces of any country which is in a state of war, whether war be declared or not;
- e) the taking of drugs or poison in any form or the inhalation of gas or fumes, whether voluntary or otherwise.

The Company reserves the right and opportunity to examine the body and make an autopsy.

**Termination**: This rider will terminate on the earliest of the following dates:

- a) the Expiry Date of this rider;
- b) the date this policy lapses or otherwise terminates; and
- the date on which all Insurance Coverages, applicable to the Life Insured covered under this rider, are terminated.

## CHILDREN'S PROTECTION RIDER



## Children's Protection Rider

Benefit: This rider provides benefits only on the Life Insured shown under this rider on the Coverage Specifications page.

This rider provides benefits only on a person who is defined as an Insured Child under this rider.

An Insured Child is defined as any child, step-child or legally adopted child of the Life Insured under this rider, who is:

- a) named in the application for this rider and not excluded by endorsement; and
- b) on the effective date of this rider, at least 15 days of age and age under 18, nearest birthday.

Each child born of the marriage of, or legally adopted by, the Life Insured under this rider will automatically become an Insured Child upon the attainment of age 15 days or upon the date of adoption, whichever is later, provided the child is legally adopted before such child's 18th birthday.

On the death of an Insured Child, the Insurance Amount of this rider as shown on the Coverage Specifications page will be paid to the Beneficiary, provided death occurs:

- a) after that Child is 15 days of age and before that Child's 25th birthday; and
- b) before the Insurance Amount on that Child was converted; and
- c) while this policy and rider are in force.

**Beneficiary**: The Beneficiary under this rider will be the Life Insured under this rider, if living, otherwise the legal representative of the estate of the Life Insured.

**Benefit Charge**: The Monthly Charge for this benefit is specified and is payable for the period shown on the Coverage Specifications page. **Conversion Option**: The Insurance Amount on an Insured Child may be converted on or after that Child's 21st birthday and prior to such Insured Child's 25th birthday, without evidence of insurability, for any Whole Life or Term Insurance policy then issued by the Company for an amount of insurance not exceeding five times the Insurance Amount of this rider, provided:

- a) written request satisfactory to the Company has been received by the Company on or after that Insured Child's 21st birthday and at least 30 days prior to such Insured Child's 25th birthday; and
- b) the amount of insurance under the plan selected is not less than the minimum then required by the Company as at the date of conversion; and
- c) this policy and rider are in force as at the date of conversion.

Conversion to a policy with non-smoker premiums will be subject to provision to the Company of satisfactory evidence of qualification at the date of conversion.

Premiums for the new policy will be based on the then published rates at the attained age of that Insured Child for a policy in the class of risk applicable to that Insured Child under this rider at the time of conversion.

If a disability waiver benefit rider is to be included in the new policy, evidence of insurability satisfactory to the Company must be submitted at the time of conversion.

**Termination**: This rider will terminate on the earliest of the following dates:

- a) the Expiry Date of this rider;
- b) the date this policy lapses or otherwise terminates except by the death of the Life Insured under this rider where death occurs after the 20th anniversary of the effective date of this rider and all charges for this rider have been paid as at the date of death;
- c) the date on which all Insurance Coverages, applicable to the Life Insured under this rider, are terminated; and
- d) the date on which this policy is changed to another plan of insurance under which premiums are payable for a shorter period than the period specified for the rate charged for this rider.

**General Provisions**: The General Provisions of this policy apply also to this rider as though the words Insured Child appeared in place of the words Life Insured in the said General Provisions.

## EQUILIVING® CRITICAL ILLNESS INSURANCE RIDER (adults)

## 10 Year Renewable to Age 75

(Level to age 75, Level to age 100 (coverage for life), 20 Pay coverage to age 75 and 20 Pay coverage for life plans are also available)



## **DEFINITIONS**

The Policy terms, conditions and provisions solely related to the life insurance coverage shall not apply to this EquiLiving Critical Illness Insurance Rider. All other terms, conditions and provisions of the Policy shall apply, unless specifically amended in these Rider pages.

This Rider provides Covered Condition Benefits only on the person who is shown as the Life Insured for this Rider coverage on the Coverage Specification/Description of Benefits page(s) of the Policy. For the purposes of this Rider the Life Insured shall be called the Person Insured. In situations where the base life insurance Policy is a joint or multi-life coverage, the provisions in this Rider apply only to a Person Insured under this Rider.

The following are definitions of some of the terms used in your EquiLiving Critical Illness Insurance Rider. Capitalized terms that are used but not defined in this Rider have the meanings defined in the Policy. If you need additional information or clarification, please call the Equitable Life of Canada Customer Service Line at 1–800–668–4095.

**Beneficiary:** The Beneficiary of the Covered Condition Benefit(s) is the Person Insured, unless otherwise specified by the Policy Owner.

**Birthday:** The anniversary of the day on which a person was born, which does not include the day the person was born.

Covered Condition:

A Covered Condition is an illness, condition, disorder or Surgery as defined under, and that meets all requirements of the Definitions of Covered Critical Conditions or Definitions of Early Detection Benefit Covered Conditions in this Rider. Any condition, illness, disorder, or Surgery not specifically defined under the Definitions of Covered Critical Conditions or Definitions of Early Detection Benefit Covered Conditions is not insured under this Rider and no Covered Condition Benefit shall be payable for such conditions, illnesses, disorders, or Surgeries.

Covered Condition Benefit:

A Covered Condition Benefit means an EquiLiving Benefit or an Early Detection Benefit.

Currency: All amounts payable to or by the Company under the terms of this Rider are payable in the lawful currency of Canada.

Diagnosis (Diagnosed):

The Diagnosis of any Covered Condition or the advice to undergo Surgery for any Covered Condition requiring Surgery must be made by a Specialist. In the absence of a Specialist, a condition may be diagnosed by another qualified medial practitioner as approved by us. The date of Diagnosis shall be the date the Specialist makes the Diagnosis of the Covered Condition. The Diagnosis must be supported by objective medical evidence and the date of Diagnosis must occur while this Rider is in effect.

Effective Date:

This Rider takes effect on the Effective Date as shown on the Coverage Specification/Description of Benefits page(s)of this Rider, provided that:

- a) the full amount of the first premium has been paid to the Company, and
- b) no change has taken place in the insurability of any of the Lives Insured under this Rider between the date the application was completed, and the date specified in the insurance legislation that applies.

Expiry Date (Expiry):

If the Sum Insured has not been paid, and this Rider has not otherwise terminated, this Rider expires on the date as shown on the Coverage Specification/Description of Benefits page(s) of this Rider, which is the Policy Anniversary nearest the Person Insured's 75<sup>th</sup> Birthday (see also Termination of this Rider).

Extension of Expiry:

If Expiry of this Rider occurs during the Person Insured's Survival Period following Diagnosis of, or Surgery for, a Covered Condition, this Rider will remain in effect until the earlier of:

- a) the date of the Person Insured's death, or
- b) the date the Person Insured's Covered Condition Benefit becomes payable, provided this Rider has not terminated under any other Rider provisions.

The Extension of Expiry will provide coverage only for the Covered Condition that initiated the Extension of Expiry. The Extension of Expiry does not apply to any other Covered Condition that may be Diagnosed, or for which Equitable Life may be notified, during the Extension of Expiry.

Neurological Deficit:

Neurological Deficits must be detectable by a Specialist and may include, but are not limited to, measurable loss of hearing, measurable loss of vision, measurable changes in neuro-cognitive function, objective loss of sensation, paralysis, localized weakness, dysarthria (difficulty with pronunciation), dysphasia (difficulty with speech), dysphagia (difficulty swallowing), impaired gait (difficulty walking), difficulty with balance, lack of coordination, or new-onset seizures undergoing treatment. Headache or fatigue will not be considered a Neurological Deficit.

## **DEFINITIONS**-continued

Person Insured: The Person Insured is the person we have agreed to insure under this Rider and who is named as a Life Insured for this

Rider on the Coverage Specification/Description of Benefits page(s) of this Policy. The Person Insured may or may not be

the Owner of this Policy.

**Policy:** Policy means the insurance policy to which this Rider is attached and of which this Rider forms a part.

**Specialist:** A licensed medical practitioner practicing medicine in Canada or the United States or any other region as approved by

Equitable Life who has been trained in the specific area of medicine relevant to the Covered Condition for which benefit is being claimed and who has been certified by a specialty examining board. The Specialist may not be the Owner, the Person

Insured, or a relative by blood or marriage or a business associate of the Owner or of the Person Insured.

Specialist includes but is not limited to, cardiologist, neurologist, nephrologist, oncologist, ophthalmologist, burn specialist

and internist.

Any tests or examinations that must be performed in order to satisfy the requirements of the Covered Condition must be conducted by a medical professional who is not the Owner, the Person Insured, or a relative by blood or marriage or

business associate of the Owner or of the Person Insured.

Sum Insured: The Sum Insured is the critical illness insurance Benefit Amount shown on the Coverage Specification/Description of

Benefits page(s) of the Policy.

Surgery: Surgery refers to the undergoing of surgery, on the written advice of a Specialist practicing medicine in Canada or the

United States or any other region approved by Equitable Life, whose practice is restricted to the particular branch of

medicine relating to the applicable surgery. Surgery must be performed by a Specialist.

Survival Period: Some Covered Conditions require a 30-day Survival Period as specified within their definitions. The Survival Period begins

on the date of Diagnosis of, or Surgery for, a Covered Condition and ends 30 days following the date of Diagnosis of, or Surgery for, a Covered Condition, unless otherwise specified in the definition of the Covered Condition. The Person Insured must be alive at the end of the Survival Period and must not have experienced irreversible cessation of all brain functions during the Survival Period. If such irreversible cessation occurs, no Covered Condition Benefit is payable. If artificial life support is used to sustain the Person Insured during the Survival Period, the date the Person Insured experiences irreversible cessation of all brain functions shall be deemed to be the date of death of the Person Insured.

Determination of irreversible cessation of all brain function shall be by generally accepted medical criteria.

During the Survival Period, no premium payment is required. If a Covered Condition Benefit becomes payable, the amount of any premiums paid during the Survival Period will be added to any Covered Condition Benefit amount due.

For Covered Conditions that do not have a Survival Period, the Person Insured must be alive at the time the Diagnosis is

made.

#### RIDER EXCHANGE PROVISION

If this Rider is in effect at the time the Death Benefit under the Policy becomes payable causing the Policy to terminate, the Owner of this Policy or if applicable, the Contingent Owner, may request in writing, within 60 days of the death of the Insured Person, to exchange this Rider, with respect to any surviving Person Insured under this Rider, for a separate EquiLiving Critical Illness Insurance policy, without evidence of insurability.

The separate EquiLiving Critical Illness Insurance policy will be issued with:

- an effective date the same as this Rider,
- the same benefits, class of risk and smoking status as this Rider;
- the same premium rates in effect on the date of the exchange;
- the Person Insured's Age when this Rider was issued;
- an additional policy fee charged by Equitable Life (the applicable policy fee will be determined according to our administrative rules and guidelines at the time of exchange); and premium adjustments that may be required pursuant to our administrative rules if there is a difference between the modal factor for this Rider and the modal factor applicable to the new policy.

This Rider Exchange Provision only applies to this Rider. .

## **COVERED CONDITION BENEFITS**

#### **EquiLiving Benefit**

The EquiLiving Benefit is the Sum Insured as shown on the Coverage Specification/Description of Benefits page(s) of the Policy.

If, while this Rider is in effect, the Person Insured is alive when Diagnosed with one of the Covered Critical Conditions as defined in the Definitions of Covered Critical Conditions and survives any applicable Survival Period following the date of Diagnosis of, or Surgery for, the Covered Critical Condition, the EquiLiving Benefit will, subject to applicable limitations and exclusions set out in this Rider, become payable.

The EquiLiving Benefit shall be payable to the Person Insured (or other Beneficiary as designated) provided this Rider is in effect on the first day following the satisfaction of all requirements of the Covered Critical Condition as defined in the Definitions of Covered Critical Conditions of this Rider. Any condition, illness, disorder, or Surgery not specifically defined as a Covered Critical Condition in the Definitions of Covered Critical Conditions in this Rider is not an insured condition and no EquiLiving Benefit will be payable for such condition, illness, disorder or Surgery.

The EquiLiving Benefit is payable only once per Person Insured and only for one Covered Critical Condition. Once the EquiLiving Benefit is paid, this Rider terminates for that Person Insured, regardless of how many additional Covered Critical Conditions the Person Insured may be diagnosed with. Payment of the EquiLiving Benefit represents the total fulfillment of all claims and benefits under this Rider for that Person Insured. Payment of the EquiLiving Benefit is subject to the exclusions set out in the definitions of Covered Critical Conditions, the exclusions and limitations in the section entitled "Exclusions and Limitations", as well as other limitations, conditions, and exclusions in this Rider or in the Policy.

#### **Early Detection Benefit**

If, while this Rider is in effect, the Person Insured is alive when Diagnosed with one of the Early Detection Benefit Covered Conditions as defined in the Definitions of Early Detection Benefit Covered Conditions and survives any applicable Survival Period following the date of Diagnosis of, or Surgery for, the Early Detection Benefit Covered Condition, the Early Detection Benefit will, subject to applicable limitations and exclusions set out in this Rider, become payable.

The Early Detection Benefit shall be payable to the Person Insured (or other Beneficiary as designated) provided this Rider is in effect on the first day following the satisfaction of all requirements of the Early Detection Benefit Covered Condition as defined in the Definitions of Early Detection Benefit Covered Conditions of this Rider. Any condition, illness, disorder, or Surgery not specifically defined as an Early Detection Benefit Covered Condition in the Definitions of Early Detection Benefit Covered Conditions in this Rider is not an insured condition and no Early Detection Benefit will be payable for such condition, illness, disorder or Surgery.

The Early Detection Benefit is equal to the lesser of:

- a) 15% of the then current Sum Insured; or
- b) \$50,000.

The Early Detection Benefit can be paid multiple times to each Person Insured during the lifetime of this Rider, but only once for each of the Early Detection Benefit Covered Conditions.

Any payment of the Early Detection Benefit will not reduce the Rider premium or the Sum Insured.

## <u>DEFINITIONS OF EARLY DETECTION BENEFIT COVERED CONDITIONS</u>

The following are the definitions of the Early Detection Benefit Covered Conditions that are applicable to this Rider.

In the following definitions: (i) the terms Tis, Ta, T1a, T1b, T1, and AJCC Stage 1 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8th Edition, 2018; and (ii) the term Rai stage 0 is as defined in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pastermack: Clinical staging of chronic lymphocytic leukemia, Blood 46:219, 1975.

#### **Coronary Angioplasty:**

The undergoing of an interventional procedure to unblock or widen a coronary artery that supplies blood to the heart to allow an uninterrupted flow of blood.

## **DEFINITIONS OF EARLY DETECTION BENEFIT COVERED CONDITIONS-continued**

A 30-day Survival Period following the date of the procedure applies. The procedure must be determined to be medically necessary by a Specialist.

#### **Ductal Breast Cancer:**

A definite Diagnosis of the presence of ductal carcinoma in-situ of the breast.

The Diagnosis of Ductal Breast Cancer must be made by a Specialist and confirmed by pathological examination of the tissue.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### **Early Prostate Cancer:**

A definite Diagnosis of either stage T1a or T1b prostate cancer, confirmed without lymph node or distant metastasis.

The Diagnosis of Early Prostate Cancer must be made by a Specialist and must be confirmed by pathological examination of the tissue.

For purposes of this Rider, Stage T1a or T1b prostate cancer means a clinically inapparent tumour that was not palpable on digital rectal examination and was incidentally found in resected prostatic tissue.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### Gastrointestinal Stromal Tumours (AJCC Stage 1):

A definite Diagnosis of malignant gastrointestinal stromal tumours (GIST) classified as AJCC Stage 1.

The Diagnosis of Gastrointestinal Stromal Tumours (AJCC Stage 1) must be made by a Specialist and confirmed by pathological examination of the tissue.

For purposes of this Rider, gastrointestinal stromal tumours (GIST) classified as AJCC Stage 1 means:

- Gastric and omental GISTs that are less than or equal to 10.0 cm in greatest dimension with five or fewer mitoses per 5.0 mm2, or 50 per HPF; or
- Small intestinal, esophageal, colorectal, mesenteric and peritoneal GIST that are less than or equal to 5.0 cm in greatest dimension with five or fewer mitoses per 5.0 mm2, or 50 per HPF.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### Grade 1 Neuroendocrine Tumours (Carcinoid):

A definite Diagnosis of Grade 1 neuroendocrine tumours (carcinoid) confined to the affected organ, treated with Surgery alone and requiring no additional treatment other than medication to counteract the effects from hormonal oversecretion by the tumour.

The Diagnosis of Grade 1 Neuroendocrine Tumours (Carcinoid) must be made by a Specialist and confirmed by biopsy.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

### Papillary or Follicular Thyroid Cancer Stage T1:

A definite Diagnosis of papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 centimetres in greatest diameter and classified as T1, without lymph node or distant metastasis.

The Diagnosis of Papillary or Follicular Thyroid Cancer Stage T1 must be made by a Specialist and confirmed by pathological examination of the tissue.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

## **DEFINITIONS OF EARLY DETECTION BENEFIT COVERED CONDITIONS**-continued

## Rai Stage 0 Chronic Lymphocytic Leukemia (CLL):

A definite Diagnosis of chronic lymphocytic leukemia (CLL) classified as Rai Stage 0 without enlargement of lymph nodes, spleen or liver and with normal red blood cell and platelet counts.

The Diagnosis of Rai Stage 0 Chronic Lymphocytic Leukemia (CLL) must be made by a Specialist and confirmed by appropriate blood tests.

**Exclusions:** No benefit will be payable under Rai Stage 0 Chronic Lymphocytic Leukemia (CLL) for Monoclonal Lymphocytosis of Undetermined Significance (MLUS)

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### **Superficial Malignant Melanoma:**

A definite Diagnosis of stage 1A or 1B malignant melanoma of the skin that has not ulcerated into the dermis and is less than or equal to 1.0 mm in thickness.

The Diagnosis of Superficial Malignant Melanoma must be made by a Specialist and confirmed by pathological examination of the tissue.

Exclusions: No benefit will be payable under Superficial Malignant Melanoma for any malignant melanoma in situ.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

## **DEFINITIONS OF COVERED CRITICAL CONDITIONS**

The following are the definitions of the Covered Critical Conditions that are applicable to this Rider.

In the following definitions: (i) the terms Tis, Ta, T1a, T1b, T1, and AJCC Stage 1 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8th Edition, 2018; (ii) the term Rai stage 0 is as defined in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pastermack: Clinical staging of chronic lymphocytic leukemia, Blood 46:219, 1975; and (iii) the term Mini Mental State Exam refers to MF Folstein, SE Forstein, PR McHugh, J Psychiatry Res. 1975; 12(3): 189.

## **Acquired Brain Injury:**

A definite Diagnosis of new damage to brain tissue as result of traumatic injury, anoxia (an absence of oxygen) or encephalitis, resulting in one or more signs and symptoms of Neurological Deficits that:

- are present and verifiable on clinical examination or neuro-psychological testing;
- are corroborated by imaging studies of the brain such as Magnetic Resonance Imaging (MRI) or Computerized Tomography (CT) showing changes that are consistent in character, location and timing with the new damage, and
- persist for more than 180 days following the date of Diagnosis.

The Diagnosis of Acquired Brain Injury must be made by a Specialist.

**Exclusions**: No benefit will be payable under Acquired Brain Injury for:

- an abnormality seen on brain scans without definite related clinical impairment;
- neurological signs occurring without symptoms of abnormality.

## **Aortic Surgery:**

The undergoing of Surgery for disease of the aorta requiring excision and surgical replacement of any part of the diseased aorta with a graft. Aorta refers to the thoracic and abdominal aorta but not its branches.

A 30-day Survival Period following the date of Surgery applies. The Surgery must be determined to be medically necessary by a Specialist.

**Exclusions**: No benefit will be payable under Aortic Surgery for:

- angioplasty,
- intra-arterial procedures,
- percutaneous trans-catheter procedures, or
- non-surgical procedures.

#### Aplastic Anemia:

A definite Diagnosis of a chronic persistent bone marrow failure, confirmed by biopsy, which results in anemia neutropenia and thrombocytopenia requiring blood product transfusion, and treatment with at least one of the following:

- marrow stimulating agents;
- immunosuppressive agents; or
- bone marrow transplantation.

The Diagnosis of Aplastic Anemia must be made by a Specialist.

#### **Bacterial Meningitis:**

A definite Diagnosis of meningitis confirmed by cerebrospinal fluid showing the presence of pathogenic bacteria. The presence of pathogenic bacteria must be confirmed by culture or other generally medically accepted microbiological testing. The Bacterial Meningitis must result in objective Neurological Deficit persisting for at least 90 days from date of Diagnosis.

The Diagnosis of Bacterial Meningitis must be made by a Specialist.

Exclusion: No benefit will be payable under Bacterial Meningitis for viral meningitis.

#### **Benign Brain Tumour:**

A definite Diagnosis of a non-malignant tumour located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The Person Insured must have undergone Surgery or radiation treatment or the tumour must have caused irreversible objective Neurological Deficits. These Neurological Deficits must be corroborated by diagnostic imaging showing changes that are consistent in character, location and timing with the Neurological Deficits.

The Diagnosis of Benign Brain Tumour must be made by a Specialist.

**Exclusions**: No benefit will be payable under Benign Brain Tumour for pituitary adenomas less than 10.0 mm, vascular malformations, Cholesteatomas, or infectious or inflammatory tumours.

**90-day exclusion period**: No Covered Condition Benefit will be provided for any benign brain tumour or any Covered Condition defined under this Rider contributed to or caused by any type of benign brain tumour (covered or not covered under this Rider) if within the first 90 days following the Effective Date of this Rider, or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- a Diagnosis of benign brain tumour (covered or not covered under this Rider); or
- one or more signs, symptoms, tests, investigations and/or medical consultations that lead directly or indirectly to a Diagnosis of benign brain tumour (covered or not covered under this Rider), regardless of the date of Diagnosis.

Requirement to report: The Owner or Person Insured must give written notification to Equitable Life's Head Office in Waterloo, Ontario, within 180 days if, following the later of 90 days from the Effective Date of this Rider or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any Diagnosis or one or more signs, symptoms, tests, investigations and/or medical consultations for benign brain tumour (covered or not covered under this Rider). If the Owner or Person Insured under this Rider fails to disclose this information, Equitable Life reserves the right to deny a claim for Benign Brain Tumour, or any Covered Condition caused by any benign brain tumour or treatment of any benign brain tumour.

The Owner may, by writing request to maintain this Rider in effect, provided the written request is received in Equitable Life's Head Office in Waterloo, Ontario, within 30 days of the date Equitable Life confirms that the 90-Day Benign Brain Tumour Exclusion and Requirement to Report applies. Upon receipt of the written request, Equitable Life may in the absence of fraud or misrepresentation, maintain this Rider in effect, with the condition that no Covered Condition Benefit will be payable for any:

- subsequent Diagnosis of any form of benign brain tumour (covered or not covered under this Rider);
- Covered Condition directly resulting from any benign brain tumour (covered or not covered under this Rider); and
- Covered Condition directly resulting from the treatment of any benign brain tumour (covered or not covered under this Rider).

If no written request is received as described above, this Rider will terminate, and Equitable Life will return all premiums paid for this Rider and no Covered Condition Benefit will be payable.

#### Blindness:

A definite Diagnosis of the total and irreversible loss of vision in both eyes, evidenced by:

- the corrected visual acuity being 20/200 or less in both eyes; or
- the field of vision being less than 20 degrees in both eyes.

The Diagnosis of Blindness must be made by a Specialist.

#### Cancer:

A definite Diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of cancer include carcinoma, melanoma, leukemia, lymphoma, and sarcoma.

The Diagnosis of Cancer must be made by a Specialist and must be confirmed by a pathology report.

**Exclusions**: No benefit will be payable under Cancer for the following:

- Lesions described as benign, non-invasive, pre-malignant, of low and/or uncertain malignant potential, borderline, carcinoma in situ, or tumours classified as Tis or Ta;
- Malignant melanoma of skin that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or accompanied by lymph node or distant metastasis;
- Any non-melanoma skin cancer, without lymph node or distant metastasis. This includes but is not limited to, cutaneous T cell lymphoma, basal cell carcinoma, squamous cell carcinoma or Merkel cell carcinoma;
- Prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;
- Papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest dimension and classified as T1, without lymph node or distant metastasis;
- Chronic lymphocytic leukemia classified as Rai stage 0 without enlargement of lymph nodes, spleen or liver and with normal red blood cell and platelet counts;
- Gastro-intestinal stromal tumours classified as AJCC Stage 1;
- Grade 1 neuroendocrine tumours (carcinoid) confined to the affected organ, treated with Surgery alone and requiring no additional treatment, other than medication to counteract the effects from hormonal oversecretion by the tumour; and
- Thymomas (stage 1) confined to the thymus, without evidence of invasion into the capsule or spread beyond the thymus.

**Cancer Exclusion and Requirement to Report**: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### Coma:

A definite Diagnosis of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 96 hours, and for which period the Glasgow coma score must be 4 or less.

The Diagnosis of Coma must be made by a Specialist.

**Exclusions**: No benefit will be payable under Coma for:

- medically induced coma;
- a coma which results directly from alcohol or drug use; or
- a Diagnosis of brain death.

#### Coronary Artery Bypass Surgery:

The undergoing of heart Surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts.

A 30-day Survival Period following the Surgery applies. The Surgery must be determined to be medically necessary by a Specialist.

**Exclusions**: No benefit will be payable under Coronary Artery Bypass Surgery for:

- angioplasty;
- intra-arterial procedures;
- percutaneous trans-catheter procedures; or
- non-surgical procedures.

#### Deafness:

A definite Diagnosis of the total and irreversible loss of hearing in both ears, with an auditory threshold of 90 decibels or greater within the speech threshold of 500 to 3,000 hertz.

The Diagnosis of Deafness must be made by a Specialist.

## Dementia, including Alzheimer's Disease:

A definite Diagnosis of dementia, which must be characterized by a progressive deterioration of memory and at least one of the following areas of cognitive function:

- Aphasia (a disorder of speech);
- Apraxia (difficulty performing familiar tasks);
- Agnosia (difficulty recognizing objects); or
- Disturbance in executive functioning (e.g. inability to think abstractly and to plan, initiate, sequence, monitor, and stop complex behavior), which is affecting daily life.

The Person Insured must exhibit:

- Dementia of at least moderate severity, which must be evidenced by a Mini Mental State Exam of 20/30 or less, or equivalent score
  on another generally medically accepted test or tests of cognitive function; and
- Evidence of progressive worsening in cognitive and daily functioning either by serial cognitive tests or by history over at least a 6-month period.

The Diagnosis of Dementia must be made by a Specialist.

Exclusions: No benefit will be payable under Dementia, including Alzheimer's Disease for affective or schizophrenic disorders, or delirium.

## **Heart Attack (Acute Myocardial Infarction):**

A definite Diagnosis of death of heart muscle due to obstruction of blood flow, that results in a rise and fall of cardiac biomarkers to levels considered diagnostic of acute myocardial infarction, with at least one of the following:

- Heart attack symptoms;
- New electrocardiographic (ECG) changes consistent with a heart attack; or
- Development of new pathological Q waves on ECG following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and/or angioplasty.

A 30-day Survival Period following the date of Diagnosis applies. The Diagnosis of Heart Attack (Acute Myocardial Infarction) must be made by a Specialist.

**Exclusions**: No benefit will be payable under Heart Attack (Acute Myocardial Infarction) for:

- ECG changes suggestive of a prior myocardial infarction;
- Other acute coronary syndromes, including angina pectoris and unstable angina; or
- Elevated cardiac biomarkers and/or symptoms that are due to medical procedures or diagnoses other than heart attack.

#### **Heart Valve Replacement or Repair:**

The undergoing of surgery to replace any heart valve with either a natural or mechanical valve or to repair heart valve defects or abnormalities.

A 30-day Survival Period following the date of the procedure applies. The procedure must be determined to be medically necessary by a Specialist.

**Exclusions**: No benefit will be payable under Heart Valve Replacement or Repair for:

- Angioplasty;
- Intra-arterial procedures;
- Percutaneous trans-catheter procedures; or
- Non-surgical procedures.

#### **Kidney Failure:**

A definite diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular hemodialysis, peritoneal dialysis or renal transplantation is initiated.

The Diagnosis of Kidney Failure must be made by a Specialist.

#### Loss of Independent Existence:

A definite Diagnosis of the total inability, due to disease or injury, to perform independently:

- with or without the aid of assistive devices;
- at least 3 of 6 Activities of Daily Living listed below;
- for a continuous period of at least 90 days; and
- with no reasonable chance of recovery.

The Diagnosis of Loss of Independent Existence must be made by a Specialist or other person as approved by Equitable Life and supported by an independent home care assessment made by an occupational therapist or equivalent.

Activities of Daily Living are as follows:

- Bathing-washing oneself in a bathtub, shower, or by sponge bath;
- Dressing-putting on and removing necessary clothing including braces, artificial limbs or other surgical appliances;
- Toileting-getting on and off the toilet and maintaining personal hygiene;
- Bladder and bowel Continence-managing your bowel and bladder function with or without protective undergarments or surgical
  appliances so that hygiene is maintained;
- Transferring-moving in and out of a bed, chair or wheelchair; and
- Feeding-consuming food or drink that has already been prepared and made available.

#### Loss of Limbs:

A definite Diagnosis of the complete severance of two or more limbs at or above the wrist or ankle joint as the result of an accident or medically required amputation.

The Diagnosis of Loss of Limbs must be made by a Specialist.

#### Loss of Speech:

A definite Diagnosis of the total and irreversible loss of the ability to speak as the result of physical injury or disease, for at least 180 days.

The Diagnosis of Loss of Speech must be made by a Specialist.

**Exclusion**: No benefit will be payable under Loss of Speech for all psychiatric related causes.

## Major Organ Failure on Waiting List:

A definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys, or bone marrow, and transplantation must be medically necessary.

To qualify under Major Organ Failure on Waiting List, the Person Insured must become enrolled as the recipient in a recognized transplant centre in Canada or the United States of America that performs the required form of transplant Surgery. The date of Diagnosis is the date of the Person Insured's enrollment in the transplant centre.

The Diagnosis of the major organ failure must be made by a Specialist.

## Major Organ Transplant:

A definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys, or bone marrow and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Person Insured must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities.

The Diagnosis of the major organ failure must be made by a Specialist.

## Motor Neuron Disease:

A definite Diagnosis of one of the following: amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy.

The Diagnosis of Motor Neuron Disease must be made by a Specialist.

#### **Multiple Sclerosis:**

A definite Diagnosis of at least one of the following occurring after the later of the Effective Date, or the date of last Reinstatement of this Rider:

- Two or more separate clinical attacks, confirmed by at least one magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination;
- A single attack, with objective Neurological Deficits lasting more than 180 days, confirmed by MRI of the nervous system, showing multiple lesions of demyelination; or
- A single attack, confirmed by repeated MRI of the nervous system, which shows multiple new lesions of demyelination which have developed at intervals at least one month apart.

The Diagnosis of Multiple Sclerosis must be made by a Specialist.

Exclusions: No benefit will be payable under Multiple Sclerosis for the following:

- Solitary sclerosis;
- Clinically isolated syndrome;
- Radiologically isolated syndrome;
- Neuromyelitis optica spectrum disorders; or
- Suspected multiple sclerosis or probable multiple sclerosis.

**One-Year exclusion period**: No benefit will be payable for Multiple Sclerosis if, within the first year following the later of the Effective Date of this Rider or the date of the last Reinstatement of this Rider, the Person Insured has any of the following:

- One or more signs, symptoms or investigations that lead directly or indirectly to a Diagnosis of multiple sclerosis (covered or not covered under this Rider) regardless of when the Diagnosis is made; or
- A Diagnosis of multiple sclerosis (covered or not covered under this Rider).

**Requirement to report:** Medical information about the Diagnosis of Multiple Sclerosis and one or more signs, symptoms or investigations leading to the Diagnosis of Multiple Sclerosis must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 180 days of the date of Diagnosis. If this information is not provided within this period, Equitable Life has the right to deny any claim for Multiple Sclerosis or any Covered Condition caused by Multiple Sclerosis or its treatment.

## **Occupational HIV Infection:**

A definite Diagnosis of infection with the Human Immunodeficiency Virus (HIV) resulting from accidental injury during the course of the Person Insured's normal occupation, which exposed the person to HIV contaminated body fluids.

The accidental injury leading to the infection must have occurred after the later of the Effective Date of this Rider, or the date of the last Reinstatement of this Rider.

Payment under this condition requires satisfaction of all of the following:

- the accidental injury must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 14 days of the accidental injury;
- a serum HIV test must be taken within 14 days of the accidental injury and the test result must be negative;
- a serum HIV test must be taken between 90 days and 180 days after the accidental injury and the result must be positive;
- all HIV tests must be performed by a duly licensed laboratory in Canada or the United States of America; and
- the accidental injury must have been reported, investigated and documented in accordance with current Canadian or United States of America workplace guidelines.

The Diagnosis of Occupational HIV Infection must be made by a Specialist.

Exclusions: No benefit will be payable under Occupational HIV Infection if:

- the Person Insured has elected not to take any available licensed vaccine offering protection against HIV;
- a licensed cure for HIV infection has become available prior to the accidental injury; or
- HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission and intravenous (IV)
  drug use

#### Paralysis:

A definite Diagnosis of the total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event.

The Diagnosis of Paralysis must be made by a Specialist.

#### Parkinson's Disease and Specified Atypical Parkinsonian Disorders:

Parkinson's Disease is defined as a definite Diagnosis of primary Parkinson's Disease, a permanent neurologic condition which must be characterized by bradykinesia (slowness of movement) and at least one of muscular rigidity, or rest tremor. The Person Insured must exhibit objective signs of progressive deterioration in function for at least one year, for which the treating neurologist has recommended dopaminergic medication or other generally medically accepted equivalent treatment for Parkinson's Disease.

Specified Atypical Parkinsonian Disorders are defined as a definite Diagnosis of progressive supranuclear palsy, corticobasal degeneration, or multiple system atrophy.

The Diagnosis of Parkinson's Disease or a Specified Atypical Parkinsonian Disorder must be made by a neurologist.

**Exclusion**: No benefit will be payable under Parkinson's Disease and Specified Atypical Parkinsonian Disorders for all other types of Parkinsonism.

**One-Year exclusion period**: No benefit will be payable for Parkinson's Disease or Specified Atypical Parkinsonian Disorders if, within the first year following the later of, the Effective Date of this Rider, or the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- one or more signs, symptoms or investigations that lead directly or indirectly to a Diagnosis of Parkinson's Disease, a Specified Atypical Parkinsonian Disorder or any other type of parkinsonism, regardless of when the Diagnosis is made; or
- a Diagnosis of Parkinson's Disease, a Specified Atypical Parkinsonian Disorder or any other type of parkinsonism.

Requirement to report: Medical information about the Diagnosis of Parkinson's Disease or Specified Atypical Parkinsonian Disorders and one or more signs, symptoms or investigations leading to the Diagnosis of Parkinson's Disease or Specified Atypical Parkinsonian Disorder must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 180 days of the date of the Diagnosis. If this information is not provided within this period, Equitable Life has the right to deny any claim for Parkinson's Disease or Specified Atypical Parkinsonian Disorders or, any Covered Condition caused by Parkinson's Disease or Specified Atypical Parkinsonian Disorders or their treatment.

#### Severe Burns:

A definite Diagnosis of third degree burns over at least 20% of the body surface.

The Diagnosis of Severe Burns must be made by a Specialist.

## Stroke (Cerebrovascular Accident):

A definite Diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis, hemorrhage, or embolism with:

- acute onset of new neurological symptoms; and
- new objective Neurological Deficits on clinical examination

persisting for more than 30 days following the date of Diagnosis.

These new symptoms and deficits must be corroborated by diagnostic imaging testing showing changes that are consistent in character, location and timing with the new Neurological Deficits.

A 30-day Survival Period following the date of Diagnosis applies. The Diagnosis of Stroke (Cerebrovascular Accident) must be made by a Specialist.

**Exclusions**: No benefit will be payable under Stroke (Cerebrovascular Accident) for:

- Transient Ischaemic Attacks;
- Intracerebral vascular events due to trauma:
- Ischaemic disorders of the vestibular system;
- Death of tissue of the optic nerve or retina without total loss of vision of that eye; or
- Lacunar infarcts which do not meet the definition of stroke as described above.

## **EXCLUSIONS AND LIMITATIONS**

90-Day Cancer Exclusion and Requirement

to Report:

No Covered Condition Benefit will be provided for any cancer or any Covered Condition defined under this Rider contributed to or caused by any type of cancer (covered or not covered under this Rider) if within the first 90 days following the Effective Date of this Rider, or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- a) a Diagnosis of any form of cancer (covered or not covered under this Rider); or
- b) one or more signs, symptoms, tests, investigations and/or medical consultations that lead directly or indirectly to a Diagnosis of cancer (covered or not covered in this Rider), regardless of the date of Diagnosis.

The Owner or Person Insured must give written notification to Equitable Life's Head Office in Waterloo, Ontario, within 180 days, if, following the later of 90 days from the Effective Date of this Rider or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any Diagnosis or one or more signs, symptoms, tests, investigations and/or medical consultations for any form of cancer (covered or not covered under this Rider). If the Owner or Person Insured under this Rider fails to disclose this information, Equitable Life reserves the right to deny a claim for any cancer, or any Covered Condition caused by any cancer or treatment of cancer.

The Owner may, by writing, request to maintain this Rider in effect, provided the written request is received in Equitable Life's Head Office in Waterloo, Ontario, within 30 days of the date Equitable Life confirms that the 90-Day Cancer Exclusion and Requirement to Report applies. Upon receipt of the written request, Equitable Life may in the absence of fraud or misrepresentation, maintain the Rider in effect, with the condition that no Covered Condition Benefit will be payable for any:

- subsequent Diagnosis of any form of cancer (covered or not covered under this Rider);
- Covered Condition directly resulting from any cancer (covered or not covered under this Rider); and
- Covered Condition directly resulting from the treatment of any cancer (covered or not covered under this Rider).

If no written request is received as described above, this Rider will terminate, and Equitable Life will return all premiums paid for this Rider and no Covered Condition Benefit will be payable.

#### **Exclusions:**

In addition to any exclusions noted in this Rider, no Covered Condition Benefit will be paid if the Person Insured is diagnosed with a Covered Condition which arises directly or indirectly from:

- intentionally self-inflicted injuries, regardless of the state of mind of the Person Insured;
- war, or any act or incident of war, whether declared or not, or any conflict between the armed services of countries or international organizations;
- the Person Insured's intentional use or intake of any:
  - prescribed drug or narcotic other than as instructed by a physician:
  - legally available drug or narcotic for sale in Canada or the United States without a prescription, in a manner other than as recommended by the manufacturer;
  - o drug or narcotic not legally available in Canada or the United States; or
  - o any poisonous substance or intoxicant, including inhalation of toxic gases or fumes;
- committing or attempting to commit a criminal offence; or
- operating a motor vehicle while the concentration of alcohol in 100 milliliters of blood exceeds 80 milligrams.

## Covered Condition Outside of Canada:

If the occurrence or Diagnosis of one of the Covered Conditions occurs outside of Canada, the Covered Condition Benefit will be payable only if all the following conditions are satisfied:

- a) The complete medical records are made available and provided to Equitable Life's Head Office in Waterloo, Ontario; and
- b) The medical records provide evidence, satisfactory to Equitable Life that;
  - 1. the same Diagnosis would have been made if the illness or accident had occurred in Canada; and
  - 2. immediate treatment would have been indicated under Canadian standards; and
  - 3. the same treatment, involving the particular surgical procedure, would have been advised if treatment had taken place in Canada; and
- c) The Person Insured must undergo an independent medical examination by a Specialist appointed by Equitable Life if we make such request. In the case of elective Surgery, such an examination must be undergone before Surgery takes place.

#### PREMIUMS

## Premiums:

Premiums are payable for this Rider, for the period specified in the Premium Schedule/Table of Charges for this Rider. With 10 Year Renewable as your premium type, your guaranteed premiums will automatically renew and increase every 10 Policy years. At the Policy Anniversary nearest the Person Insured's 75th Birthday, premiums will cease, and this Rider and all its benefits will terminate for that Person Insured.

## PREMIUMS-continued

#### Reinstatement:

You may apply to have this Rider and the Policy reinstated within two years following the lapse of the Policy. The requirements for Reinstatement of this Rider are:

- a) evidence of ongoing good health and insurability of the Person Insured satisfactory to the Company; and
- b) payment of all premiums, with interest (at a rate determined by the Company) from the date of lapse of the policy and/or this Rider.

The effective date of the Reinstatement will be the date all of the above requirements for Reinstatement are met. This Rider cannot be reinstated unless the Policy is reinstated.

## **CHANGE PRIVILEGE**

You may change your EquiLiving 10 Year Renewable to Age 75 Critical Illness Insurance Rider, without evidence of insurability to a:

- Level to Age 75, Level to Age 100 or 20 Pay coverage for Life critical illness plan, provided such plan is available pursuant to the Company's then current administrative rules, at any time up to and including the Policy Anniversary nearest the Person Insured's 60th Birthday, or
- 20 Pay coverage to Age 75 critical illness plan provided such plan is available pursuant to the Company's then current administrative rules, at any time up to and including the Policy Anniversary nearest the Person Insured's 54th Birthday.

To make a change:

- a) your notice to the Company must be received by the Company prior to the Policy Anniversary nearest the Person Insured's Birthday indicated above; and
- b) no increase in Sum Insured is requested; and
- c) this Critical Illness Insurance Rider is in effect at the time the change is requested and at the effective date that the change takes place.

The changed critical illness plan will be the applicable critical illness plan that was available when this Critical Illness Insurance Rider was put into effect. The premium rates for the changed critical illness plan will be the rates in effect for that plan on the date of the change and will be based on the Person Insured's age on their Birthday nearest to the effective date of the changed critical illness plan and for the same class of risk and smoking status as this Critical Illness Insurance Rider. If the change is to a 20-Pay plan, the 20-year payment period will start at the date of the change.

#### TERMINATION

In addition to any other termination or expiry provisions contained within the Policy, this Rider and all benefits associated with it for the Person Insured, will terminate on the earliest of:

- a) the lapse of the Policy;
- b) the termination of the Policy;
- c) the date of death of the Person Insured;
- d) the effective date of the Rider Exchange Provision;
- e) the date the EquiLiving Benefit under this Rider becomes payable;
- f) the written Cancellation request by the Owner to cancel this Rider, effective on the date the notice is received by Equitable Life at its Head Office in Waterloo, Ontario; or
- g) the Expiry Date of this Rider as shown on the Coverage Specification/Description of Benefits page(s) for this Rider.

<u>Cancellation:</u> You may cancel this Rider at any time by providing notice to the Company. Upon the date of receipt of your notice, the premiums applicable to this Rider shall cease; and this Rider and all other benefits provided by it shall terminate.

## **GENERAL PROVISIONS**

The following are General Provisions that apply to this EquiLiving Critical Illness Insurance Rider.

Assignment:

This Rider may be assigned by the Owner as permitted by law. The Assignment will not be binding on Equitable Life unless the Assignment is made in writing and filed with our Head Office in Waterloo, Ontario. Equitable Life is not responsible for the validity of any Assignment.

Smoker Classification:

For this Rider, if a Person Insured has been classified as a smoker, at any time, subject to our administrative rules and guidelines, you may request that the Smoker Classification be changed to a non-smoker classification by providing a written declaration to Equitable Life's Head Office in Waterloo, Ontario, that provides satisfactory evidence to qualify the Person

## **GENERAL PROVISIONS**-continued

Insured as a non-smoker. Equitable Life reserves the right to require evidence of good health before approving a change in Smoker Classification.

Compliance with Provincial Legislation:

If any terms, conditions or provisions of this Rider conflict with the legislation of the province where the Person Insured resided on the date of application, the term, condition or provision shall be amended to meet the minimum requirement of such legislation.

Limitation Period:

Every action or proceeding against an insurer for the recovery of insurance money payable under this Rider is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

## STATUTORY CONDITIONS

Waiver:

Equitable Life will be deemed not to have waived any condition of this Rider, either in whole or in part, unless the waiver is clearly expressed in writing signed by us. (If the insurance legislation that governs this Rider does not include this condition, this condition does not apply).

**Material Facts:** 

No statement, made by the Owner or the Person Insured at the time of application for this Rider, shall be used in defense of a claim under or to avoid this Rider unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

## Notice and Proof of Claim:

The Owner or the Person Insured, or a Beneficiary entitled to make a claim, or the agent of any of them, shall;

- a) give written notice of claim to Equitable Life:
  - by delivery of the notice of claim, or by sending it by registered mail to our Head Office in Waterloo, Ontario, or chief agency of Equitable Life in the Province; or
  - ii. by delivery of the notice of claim to an authorized agent of Equitable Life in the Province; not later than 30 days from the date a claim arises under this Rider for a Covered Condition;
- b) within 90 days from the date a claim arises under this Rider for a Covered Condition, furnish to Equitable Life's Head Office in Waterloo, Ontario, such proof as is reasonably possible in the circumstances of the happening of the Covered Condition, the right of the claimant to receive payment, the claimant's age, and the age of the Beneficiary if relevant; and
- c) if required by Equitable Life, furnish us with a satisfactory certificate as to the cause or the nature of the Covered Condition for which claim may be made under this Rider.

**Failure to Give Notice or Proof**: Failure to give notice of claim or furnish proof of claim within the time prescribed/required by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date the claim arises under this Rider if it is shown that it was not reasonably possible to give notice or furnish proof within the time prescribed/required by this condition.

Insurer to Furnish Forms for Proof of Claim: Equitable Life will furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time, the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the Covered Condition giving rise to the claim.

Rights of Examination:

As a condition precedent to recovery of insurance money under this Rider, the claimant will furnish Equitable Life with an opportunity to examine the person of the Person Insured when and so often as we reasonably require while the claim under this Rider is pending.

When Money is Payable:

All money payable under this Rider will be paid by us within 60 days after we have received proof of claim.

## EQUILIVING® CRITICAL ILLNESS INSURANCE RIDER (children)

## 10 Year Renewable to Age 75

(Level to age 75, Level to age 100 (coverage for life), 20 Pay coverage to age 75 and 20 Pay coverage for life plans are also available)



## **DEFINITIONS**

The Policy terms, conditions and provisions solely related to the life insurance coverage shall not apply to this EquiLiving Critical Illness Insurance Rider. All other terms, conditions and provisions of the Policy shall apply, unless specifically amended in these Rider pages.

This Rider provides Covered Condition Benefits only on the person who is shown as the Life Insured for this Rider coverage on the Coverage Specification/Description of Benefits page(s) of the Policy. For the purposes of this Rider the Life Insured shall be called the Person Insured. In situations where the base life insurance Policy is a joint or multi-life coverage, the provisions in this Rider apply only to a Person Insured under this Rider.

The following are definitions of some of the terms used in your EquiLiving Critical Illness Insurance Rider. Capitalized terms that are used but not defined in this Rider have the meanings defined in the Policy. If you need additional information or clarification, please call the Equitable Life of Canada Customer Service Line at 1–800–668–4095.

Beneficiary: The Beneficiary of the Covered Condition Benefit(s) is the Person Insured, unless otherwise specified by the Policy Owner.

**Birthday:** The anniversary of the day on which a person was born, which does not include the day the person was born.

Covered Condition:

A Covered Condition is an illness, condition, disorder or Surgery as defined under, and that meets all requirements of the Definitions of Childhood Covered Critical Conditions, the Definitions of Covered Critical Conditions or the Definitions of Early Detection Benefit Covered Conditions in this Rider. Any condition, illness, disorder, or Surgery not specifically defined under the Definitions of Childhood Covered Critical Conditions, the Definitions of Covered Critical Conditions or the Definitions of Early Detection Benefit Covered Conditions is not insured under this Rider and no Covered Condition Benefit shall be payable for such conditions, illnesses, disorders, or Surgeries.

Covered Condition Benefit:

A Covered Condition Benefit means an EquiLiving Benefit or an Early Detection Benefit.

Currency: All amounts payable to or by the Company under the terms of this Rider are payable in the lawful currency of Canada.

Diagnosis (Diagnosed):

The Diagnosis of any Covered Condition or the advice to undergo Surgery for any Covered Condition requiring Surgery must be made by a Specialist. In the absence of a Specialist, a condition may be diagnosed by another qualified medial practitioner as approved by us. The date of Diagnosis shall be the date the Specialist makes the Diagnosis of the Covered Condition. The Diagnosis must be supported by objective medical evidence and the date of Diagnosis must occur while this Rider is in effect.

Effective Date:

This Rider takes effect on the Effective Date as shown on the Coverage Specification/Description of Benefits page(s) of this Rider, provided that:

- a) the full amount of the first premium has been paid to the Company, and
- b) no change has taken place in the insurability of any of the Lives insured under this Rider between the date the application was completed, and the date specified in the insurance legislation that applies.

Expiry Date (Expiry):

If the Sum Insured has not been paid, and this Rider has not otherwise terminated, this Rider expires on the date as shown on the Coverage Specification/Description of Benefits page(s) of this Rider, which is the Policy Anniversary nearest the Person Insured's 75th Birthday (see also Termination of this Rider).

Extension of Expiry:

If Expiry of this Rider occurs during the Person Insured's Survival Period following Diagnosis of, or Surgery for, a Covered Condition, this Rider will remain in effect until the earlier of:

- a) the date of the Person Insured's death, or
- b) the date the Person Insured's Covered Condition Benefit becomes payable, provided this Rider has not terminated under any other Rider provisions.

The Extension of Expiry will provide coverage only for the Covered Condition that initiated the Extension of Expiry. The Extension of Expiry does not apply to any other Covered Condition that may be Diagnosed, or for which Equitable Life may be notified, during the Extension of Expiry.

Neurological Deficit:

Neurological Deficits must be detectable by a Specialist and may include, but are not limited to, measurable loss of hearing, measurable loss of vision, measurable changes in neuro-cognitive function, objective loss of sensation, paralysis, localized weakness, dysarthria (difficulty with pronunciation), dysphasia (difficulty with speech), dysphagia (difficulty swallowing), impaired gait (difficulty walking), difficulty with balance, lack of coordination, or new-onset seizures undergoing treatment. Headache or fatigue will not be considered a Neurological Deficit.

## **DEFINITIONS**-continued

Person Insured:

The Person Insured is the person we have agreed to insure under this Rider and who is named as a Life Insured for this Rider on the Coverage Specification/Description of Benefits page(s) of this Policy. The Person Insured may or may not be the Owner of this Policy.

Policy:

Policy means the insurance policy to which this Rider is attached and of which this Rider forms a part.

Specialist:

A licensed medical practitioner practicing medicine in Canada or the United States or any other region as approved by Equitable Life who has been trained in the specific area of medicine relevant to the Covered Condition for which benefit is being claimed and who has been certified by a specialty examining board. The Specialist may not be the Owner, the Person Insured, or a relative by blood or marriage or a business associate of the Owner or of the Person Insured.

Specialist includes but is not limited to, cardiologist, neurologist, nephrologist, oncologist, ophthalmologist, burn specialist and internist.

Any tests or examinations that must be performed in order to satisfy the requirements of the Covered Condition must be conducted by a medical professional who is not the Owner, the Person Insured, or a relative by blood or marriage or business associate of the Owner or of the Person Insured.

**Sum Insured:** 

The Sum Insured is the critical illness insurance Benefit Amount shown on the Coverage Specification/Description of Benefits page(s) of the Policy.

Surgery:

Surgery refers to the undergoing of surgery, on the written advice of a Specialist practicing medicine in Canada or the United States or any other region approved by Equitable Life, whose practice is restricted to the particular branch of medicine relating to the applicable surgery. Surgery must be performed by a Specialist.

**Survival Period:** 

Some Covered Conditions require a 30-day Survival Period as specified within their definitions. The Survival Period begins on the date of Diagnosis of, or Surgery for, a Covered Condition and ends 30 days following the date of Diagnosis of, or Surgery for, a Covered Condition, unless otherwise specified in the definition of the Covered Condition. The Person Insured must be alive at the end of the Survival Period and must not have experienced irreversible cessation of all brain functions during the Survival Period. If such irreversible cessation occurs, no Covered Condition Benefit is payable. If artificial life support is used to sustain the Person Insured during the Survival Period, the date the Person Insured experiences irreversible cessation of all brain functions shall be deemed to be the date of death of the Person Insured. Determination of irreversible cessation of all brain function shall be by generally accepted medical criteria.

During the Survival Period, no premium payment is required. If a Covered Condition Benefit becomes payable, the amount of any premiums paid during the Survival Period will be added to any Covered Condition Benefit amount due.

For Covered Conditions that do not have a Survival Period, the Person Insured must be alive at the time the Diagnosis is made.

## **RIDER EXCHANGE PROVISION**

If this Rider is in effect at the time the Death Benefit under the Policy becomes payable causing the Policy to terminate, the Owner of this Policy or if applicable, the Contingent Owner, may request in writing, within 60 days of the death of the Insured Person, to exchange this Rider, with respect to any surviving Person Insured under this Rider, for a separate EquiLiving Critical Illness Insurance policy, without evidence of insurability.

The separate EquiLiving Critical Illness Insurance policy will be issued with:

- an effective date the same as this Rider.
- the same benefits, class of risk and smoking status as this Rider;
- the same premium rates in effect on the date of the exchange;
- the Person Insured's Age when this Rider was issued;
- an additional policy fee charged by Equitable Life (the applicable policy fee will be determined according to our administrative rules and guidelines at the time of exchange); and premium adjustments that may be required pursuant to our administrative rules if there is a difference between the modal factor for this Rider and the modal factor applicable to the new policy.

This Rider Exchange Provision only applies to this Rider.

## **COVERED CONDITION BENEFITS**

## **EquiLiving Benefit**

The EquiLiving Benefit is the Sum Insured as shown on the Coverage Specification/Description of Benefits page(s) of the Policy.

If, while this Rider is in effect, the Person Insured is alive when Diagnosed with one of the Covered Critical Conditions as defined in the Definitions of Covered Critical Conditions or when Diagnosed with one of the Childhood Covered Critical Conditions as defined in the Definitions of Childhood Covered Critical Conditions and survives any applicable Survival Period following the date of Diagnosis of, or Surgery for, the Covered Critical Condition or Childhood Covered Critical Condition, the EquiLiving Benefit will, subject to applicable limitations and exclusions set out in this Rider, become payable.

The EquiLiving Benefit shall be payable to the Person Insured (or other Beneficiary as designated) provided this Rider is in effect on the first day following the satisfaction of all requirements of the Covered Critical Condition as defined in the Covered Critical Conditions or the satisfaction of all requirements of the Childhood Covered Critical Conditions as defined in the Definitions of Childhood Covered Critical Conditions of this Rider. Any condition, illness, disorder, or Surgery not specifically defined as a Covered Critical Condition in the Definitions of Covered Critical Conditions and not specifically defined as a Childhood Covered Critical Conditions in the Definitions of Childhood Covered Critical Conditions in this Rider, is not an insured condition and no EquiLiving Benefit will be payable for such condition, illness, disorder or Surgery.

The EquiLiving Benefit is payable only once per Person Insured, and only for one Covered Critical Condition or Childhood Covered Critical Condition. Once the EquiLiving Benefit is paid, this Rider terminates for that Person Insured, regardless of how many additional Covered Critical Conditions or Childhood Covered Critical Conditions the Person Insured may be diagnosed with. Payment of the EquiLiving Benefit represents the total fulfillment of all claims, insurance coverages, riders, and benefits under this Rider for that Person Insured. Payment of the EquiLiving Benefit is subject to the exclusions set out in the definitions of the Covered Critical Conditions or Childhood Covered Critical Conditions, the exclusions and limitations in the section entitled "Exclusions and Limitations", as well as other limitations, conditions, and exclusions in this Rider or in the Policy.

#### **Early Detection Benefit**

If, while this Rider is in effect, the Person Insured is alive when Diagnosed with one of the Early Detection Benefit Covered Conditions as defined in the Definitions of Early Detection Benefit Covered Conditions and survives any applicable Survival Period following the date of Diagnosis of, or Surgery for, the Early Detection Benefit Covered Condition, the Early Detection Benefit will, subject to applicable limitations and exclusions set out in this Rider, become payable.

The Early Detection Benefit shall be payable to the Person Insured (or other Beneficiary as designated) provided this Rider is in effect on the first day following the satisfaction of all requirements of the Early Detection Benefit Covered Condition as defined in the Definitions of Early Detection Benefit Covered Conditions of this Rider. Any condition, illness, disorder, or Surgery not specifically defined as an Early Detection Benefit Covered Condition in the Definitions of Early Detection Benefit Covered Conditions in this Rider is not an insured condition and no Early Detection Benefit will be payable for such condition, illness, disorder or Surgery.

The Early Detection Benefit is equal to the lesser of:

- a) 15% of the then current Sum Insured; or
- b) \$50.000.

The Early Detection Benefit can be paid multiple times to each Person Insured during the lifetime of this Rider, but only once for each of the Early Detection Benefit Covered Conditions.

Any payment of the Early Detection Benefit will not reduce the Rider premium or the Sum Insured.

## <u>DEFINITIONS OF EARLY DETECTION BENEFIT COVERED CONDITIONS</u>

The following are the definitions of the Early Detection Benefit Covered Conditions that are applicable to this Rider.

In the following definitions: (i) the terms Tis, Ta, T1a, T1b, T1, and AJCC Stage 1 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8th Edition, 2018; and (ii) the term Rai stage 0 is as defined in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pastermack: Clinical staging of chronic lymphocytic leukemia, Blood 46:219, 1975.

#### **Coronary Angioplasty:**

The undergoing of an interventional procedure to unblock or widen a coronary artery that supplies blood to the heart to allow an uninterrupted flow of blood.

## **DEFINITIONS OF EARLY DETECTION BENEFIT COVERED CONDITIONS-continued**

A 30-day Survival Period following the date of the procedure applies. The procedure must be determined to be medically necessary by a Specialist.

#### **Ductal Breast Cancer:**

A definite Diagnosis of the presence of ductal carcinoma in-situ of the breast.

The Diagnosis of Ductal Breast Cancer must be made by a Specialist and confirmed by pathological examination of the tissue.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### **Early Prostate Cancer:**

A definite Diagnosis of either stage T1a or T1b prostate cancer, confirmed without lymph node or distant metastasis.

The Diagnosis of Early Prostate Cancer must be made by a Specialist and must be confirmed by pathological examination of the tissue.

For purposes of this Rider, Stage T1a or T1b prostate cancer means a clinically inapparent tumour that was not palpable on digital rectal examination and was incidentally found in resected prostatic tissue.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### Gastrointestinal Stromal Tumours (AJCC Stage 1):

A definite Diagnosis of malignant gastrointestinal stromal tumours (GIST) classified as AJCC Stage 1.

The Diagnosis of Gastrointestinal Stromal Tumours (AJCC Stage 1) must be made by a Specialist and confirmed by pathological examination of the tissue.

For purposes of this Rider, gastrointestinal stromal tumours (GIST) classified as AJCC Stage 1 means:

- Gastric and omental GISTs that are less than or equal to 10.0 cm in greatest dimension with five or fewer mitoses per 5.0 mm2, or 50 per HPF; or
- Small intestinal, esophageal, colorectal, mesenteric and peritoneal GIST that are less than or equal to 5.0 cm in greatest dimension with five or fewer mitoses per 5.0 mm2, or 50 per HPF.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### **Grade 1 Neuroendocrine Tumours (Carcinoid):**

A definite Diagnosis of Grade 1 neuroendocrine tumours (carcinoid) confined to the affected organ, treated with Surgery alone and requiring no additional treatment other than medication to counteract the effects from hormonal oversecretion by the tumour.

The Diagnosis of Grade 1 Neuroendocrine Tumours (Carcinoid) must be made by a Specialist and confirmed by biopsy.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

### Papillary or Follicular Thyroid Cancer Stage T1:

A definite Diagnosis of papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 centimetres in greatest diameter and classified as T1, without lymph node or distant metastasis.

The Diagnosis of Papillary or Follicular Thyroid Cancer Stage T1 must be made by a Specialist and confirmed by pathological examination of the tissue.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### Rai Stage 0 Chronic Lymphocytic Leukemia (CLL):

A definite Diagnosis of chronic lymphocytic leukemia (CLL) classified as Rai Stage 0 without enlargement of lymph nodes, spleen or liver and with normal red blood cell and platelet counts.

## **DEFINITIONS OF EARLY DETECTION BENEFIT COVERED CONDITIONS-continued**

The Diagnosis of Rai Stage 0 Chronic Lymphocytic Leukemia (CLL) must be made by a Specialist and confirmed by appropriate blood tests.

**Exclusions:** No benefit will be payable under Rai Stage 0 Chronic Lymphocytic Leukemia (CLL) for Monoclonal Lymphocytosis of Undetermined Significance (MLUS)

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### **Superficial Malignant Melanoma:**

A definite Diagnosis of stage 1A or 1B malignant melanoma of the skin that has not ulcerated into the dermis and is less than or equal to 1.0 mm in thickness.

The Diagnosis of Superficial Malignant Melanoma must be made by a Specialist and confirmed by pathological examination of the tissue.

Exclusions: No benefit will be payable under Superficial Malignant Melanoma for any malignant melanoma in situ.

**Cancer Exclusion and Requirement to Report:** A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

## **DEFINITIONS OF CHILDHOOD COVERED CONDITIONS**

The following are the definitions of the Childhood Covered Critical Conditions that are applicable to this Rider.

Coverage for the Childhood Covered Critical Conditions automatically ends on the earliest of:

- a) The date of the Person Insured's 25th Birthday,
- b) The date the Person Insured dies, or
- c) The date this Rider ends.

## **Cerebral Palsy:**

A definite Diagnosis of Cerebral Palsy, a non-progressive neurological defect characterized by spasticity and incoordination of movements.

The Diagnosis of Cerebral Palsy must be made by a Specialist.

#### **Congenital Heart Disease:**

a) A definite Diagnosis of one of the following heart conditions:

- Total Anomalous Pulmonary Venous Connection
- Truncus Arteriosus
- Transposition of The Great Vessels
- Tetralogy of Fallot
- Atresia of any heart valve
- Eisenmenger Syndrome
- Coarctation of the Aorta
- Double Inlet Ventricle
- Single Ventricle
- Hypoplastic Right Ventricle
- Hypoplastic Left Heart Syndrome
- Ebstein's Anomaly
- Double Outlet Left Ventricle

A 30-Day Survival Period following the date of Diagnosis applies. The Diagnosis of the heart condition must be made by a qualified pediatric cardiologist and supported by appropriate cardiac imaging.

OR

- b) The undergoing of open-heart Surgery for correction of one of the following conditions:
- Pulmonary Stenosis.

## **DEFINITIONS OF CHILDHOOD COVERED CONDITIONS-continued**

- Aortic Stenosis
- Discrete Subvalvular Aortic Stenosis
- Ventricular Septal Defect
- Atrial Septal Defects

A 30-day Survival Period following the Surgery applies. The Diagnosis must be made by a qualified pediatric cardiologist and supported by appropriate cardiac imaging and the Surgery must be determined to be medically necessary and performed by a Specialist.

**Exclusions**: No benefit will be payable under Congenital Heart Disease for trans-catheter procedures such as balloon valvuloplasty or percutaneous Atrial Septal Defect closure. All other congenital conditions are excluded

## **Cystic Fibrosis:**

A definite Diagnosis of Cystic Fibrosis with evidence of chronic lung disease and pancreatic insufficiency.

The Diagnosis of Cystic Fibrosis must be made by a Specialist.

#### Muscular Dystrophy:

A definite Diagnosis of Muscular Dystrophy, characterized by well-defined neurological abnormalities, confirmed by electromyography and muscle biopsy.

The Diagnosis of Muscular Dystrophy must be made by a Specialist.

## Type 1 Diabetes Mellitus:

A definite Diagnosis of Type 1 Diabetes Mellitus characterized by absolute insulin deficiency and continuous dependence on exogenous insulin for survival. There must be evidence of the Person Insured's dependence on insulin for a minimum of 3 months.

The Diagnosis of Type 1 Diabetes Mellitus must be made by a qualified pediatrician or endocrinologist.

## **DEFINITIONS OF COVERED CRITICAL CONDITIONS**

The following are the definitions of the Covered Critical Conditions that are applicable to this Rider.

In the following definitions: (i) the terms Tis, Ta, T1a, T1b, T1, and AJCC Stage 1 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8th Edition, 2018; (ii) the term Rai stage 0 is as defined in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pastermack: Clinical staging of chronic lymphocytic leukemia, Blood 46:219, 1975; and (iii) the term Mini Mental State Exam refers to MF Folstein, SE Forstein, PR McHugh, J Psychiatry Res. 1975; 12(3): 189.

#### **Acquired Brain Injury:**

A definite Diagnosis of new damage to brain tissue as result of traumatic injury, anoxia (an absence of oxygen) or encephalitis, resulting in one or more signs and symptoms of Neurological Deficits that:

- are present and verifiable on clinical examination or neuro-psychological testing;
- are corroborated by imaging studies of the brain such as Magnetic Resonance Imaging (MRI) or Computerized Tomography (CT) showing changes that are consistent in character, location and timing with the new damage, and
- persist for more than 180 days following the date of Diagnosis.

The Diagnosis of Acquired Brain Injury must be made by a Specialist.

**Exclusions**: No benefit will be payable under Acquired Brain Injury for:

- an abnormality seen on brain scans without definite related clinical impairment;
- neurological signs occurring without symptoms of abnormality.

#### **Aortic Surgery:**

The undergoing of Surgery for disease of the aorta requiring excision and surgical replacement of any part of the diseased aorta with a graft. Aorta refers to the thoracic and abdominal aorta but not its branches.

A 30-day Survival Period following the date of Surgery applies. The Surgery must be determined to be medically necessary by a Specialist.

Exclusions: No benefit will be payable under Aortic Surgery for:

- angioplasty,
- intra-arterial procedures,
- percutaneous trans-catheter procedures, or
- non-surgical procedures.

#### Aplastic Anemia:

A definite Diagnosis of a chronic persistent bone marrow failure, confirmed by biopsy, which results in anemia neutropenia and thrombocytopenia requiring blood product transfusion, and treatment with at least one of the following:

- marrow stimulating agents;
- immunosuppressive agents; or
- bone marrow transplantation.

The Diagnosis of Aplastic Anemia must be made by a Specialist.

#### **Bacterial Meningitis:**

A definite Diagnosis of meningitis confirmed by cerebrospinal fluid showing the presence of pathogenic bacteria. The presence of pathogenic bacteria must be confirmed by culture or other generally medically accepted microbiological testing. The Bacterial Meningitis must result in objective Neurological Deficit persisting for at least 90 days from date of Diagnosis.

The Diagnosis of Bacterial Meningitis must be made by a Specialist.

Exclusion: No benefit will be payable under Bacterial Meningitis for viral meningitis.

#### **Benign Brain Tumour:**

A definite Diagnosis of a non-malignant tumour located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The Person Insured must have undergone Surgery or radiation treatment or the tumour must have caused irreversible objective Neurological Deficits. These Neurological Deficits must be corroborated by diagnostic imaging showing changes that are consistent in character, location and timing with the Neurological Deficits.

The Diagnosis of Benign Brain Tumour must be made by a Specialist.

**Exclusions**: No benefit will be payable under Benign Brain Tumour for pituitary adenomas less than 10.0 mm, vascular malformations, Cholesteatomas, or infectious or inflammatory tumours.

**90-day exclusion period**: No Covered Condition Benefit will be provided for any benign brain tumour or any Covered Condition defined under this Rider contributed to or caused by any type of benign brain tumour (covered or not covered under this Rider) if within the first 90 days following the Effective Date of this Rider, or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- a Diagnosis of benign brain tumour (covered or not covered under this Rider); or
- one or more signs, symptoms, tests, investigations and/or medical consultations that lead directly or indirectly to a Diagnosis of benign brain tumour (covered or not covered under this Rider), regardless of the date of Diagnosis.

Requirement to report: The Owner or Person Insured must give written notification to Equitable Life's Head Office in Waterloo, Ontario, within 180 days if, following the later of 90 days from the Effective Date of this Rider or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any Diagnosis or one or more signs, symptoms, tests, investigations and/or medical consultations for benign brain tumour (covered or not covered under this Rider). If the Owner or Person Insured under this Rider fails to disclose this information, Equitable Life reserves the right to deny a claim for Benign Brain Tumour, or any Covered Condition caused by any benign brain tumour or treatment of any benign brain tumour.

The Owner may, by writing request to maintain this Rider in effect, provided the written request is received in Equitable Life's Head Office in Waterloo, Ontario, within 30 days of the date Equitable Life confirms that the 90-Day Benign Brain Tumour Exclusion and Requirement to Report applies. Upon receipt of the written request, Equitable Life may in the absence of fraud or misrepresentation, maintain this Rider in effect, with the condition that no Covered Condition Benefit will be payable for any:

- subsequent Diagnosis of any form of benign brain tumour (covered or not covered under this Rider);
- Covered Condition directly resulting from any benign brain tumour (covered or not covered under this Rider); and
- Covered Condition directly resulting from the treatment of any benign brain tumour (covered or not covered under this Rider).

If no written request is received as described above, this Rider will terminate, and Equitable Life will return all premiums paid for this Rider and no Covered Condition Benefit will be payable.

#### Blindness:

A definite Diagnosis of the total and irreversible loss of vision in both eyes, evidenced by:

- the corrected visual acuity being 20/200 or less in both eyes; or
- the field of vision being less than 20 degrees in both eyes.

The Diagnosis of Blindness must be made by a Specialist.

#### Cancer:

A definite Diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of cancer include carcinoma, melanoma, leukemia, lymphoma, and sarcoma.

The Diagnosis of Cancer must be made by a Specialist and must be confirmed by a pathology report.

**Exclusions**: No benefit will be payable under Cancer for the following:

- Lesions described as benign, non-invasive, pre-malignant, of low and/or uncertain malignant potential, borderline, carcinoma in situ, or tumours classified as Tis or Ta;
- Malignant melanoma of skin that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or accompanied by lymph node or distant metastasis;
- Any non-melanoma skin cancer, without lymph node or distant metastasis. This includes but is not limited to, cutaneous T cell lymphoma, basal cell carcinoma, squamous cell carcinoma or Merkel cell carcinoma;
- Prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;
- Papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest dimension and classified as T1, without lymph node or distant metastasis;
- Chronic lymphocytic leukemia classified as Rai stage 0 without enlargement of lymph nodes, spleen or liver and with normal red blood cell and platelet counts;
- Gastro-intestinal stromal tumours classified as AJCC Stage 1;
- Grade 1 neuroendocrine tumours (carcinoid) confined to the affected organ, treated with Surgery alone and requiring no additional treatment, other than medication to counteract the effects from hormonal oversecretion by the tumour; and
- Thymomas (stage 1) confined to the thymus, without evidence of invasion into the capsule or spread beyond the thymus.

**Cancer Exclusion and Requirement to Report**: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

#### Coma:

A definite Diagnosis of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 96 hours, and for which period the Glasgow coma score must be 4 or less.

The Diagnosis of Coma must be made by a Specialist.

**Exclusions**: No benefit will be payable under Coma for:

- medically induced coma;
- a coma which results directly from alcohol or drug use; or
- a Diagnosis of brain death.

#### Coronary Artery Bypass Surgery:

The undergoing of heart Surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts.

A 30-day Survival Period following the Surgery applies. The Surgery must be determined to be medically necessary by a Specialist.

**Exclusions**: No benefit will be payable under Coronary Artery Bypass Surgery for:

- angioplasty;
- intra-arterial procedures;
- percutaneous trans-catheter procedures; or
- non-surgical procedures.

#### Deafness:

A definite Diagnosis of the total and irreversible loss of hearing in both ears, with an auditory threshold of 90 decibels or greater within the speech threshold of 500 to 3,000 hertz.

The Diagnosis of Deafness must be made by a Specialist.

#### Dementia, including Alzheimer's Disease:

A definite Diagnosis of dementia, which must be characterized by a progressive deterioration of memory and at least one of the following areas of cognitive function:

- Aphasia (a disorder of speech);
- Apraxia (difficulty performing familiar tasks);
- Agnosia (difficulty recognizing objects); or
- Disturbance in executive functioning (e.g. inability to think abstractly and to plan, initiate, sequence, monitor, and stop complex behavior), which is affecting daily life.

The Person Insured must exhibit:

- Dementia of at least moderate severity, which must be evidenced by a Mini Mental State Exam of 20/30 or less, or equivalent score
  on another generally medically accepted test or tests of cognitive function; and
- Evidence of progressive worsening in cognitive and daily functioning either by serial cognitive tests or by history over at least a 6-month period.

The Diagnosis of Dementia must be made by a Specialist.

Exclusions: No benefit will be payable under Dementia, including Alzheimer's Disease for affective or schizophrenic disorders, or delirium.

## **Heart Attack (Acute Myocardial Infarction):**

A definite Diagnosis of death of heart muscle due to obstruction of blood flow, that results in a rise and fall of cardiac biomarkers to levels considered diagnostic of acute myocardial infarction, with at least one of the following:

- Heart attack symptoms;
- New electrocardiographic (ECG) changes consistent with a heart attack; or
- Development of new pathological Q waves on ECG following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and/or angioplasty.

A 30-day Survival Period following the date of Diagnosis applies. The Diagnosis of Heart Attack (Acute Myocardial Infarction) must be made by a Specialist.

**Exclusions**: No benefit will be payable under Heart Attack (Acute Myocardial Infarction) for:

- ECG changes suggestive of a prior myocardial infarction;
- Other acute coronary syndromes, including angina pectoris and unstable angina; or
- Elevated cardiac biomarkers and/or symptoms that are due to medical procedures or diagnoses other than heart attack.

#### **Heart Valve Replacement or Repair:**

The undergoing of surgery to replace any heart valve with either a natural or mechanical valve or to repair heart valve defects or abnormalities.

A 30-day Survival Period following the date of the procedure applies. The procedure must be determined to be medically necessary by a Specialist.

**Exclusions**: No benefit will be payable under Heart Valve Replacement or Repair for:

- Angioplasty;
- Intra-arterial procedures;
- Percutaneous trans-catheter procedures; or
- Non-surgical procedures.

#### **Kidney Failure:**

A definite diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular hemodialysis, peritoneal dialysis or renal transplantation is initiated.

The Diagnosis of Kidney Failure must be made by a Specialist.

#### Loss of Independent Existence:

A definite Diagnosis of the total inability, due to disease or injury, to perform independently:

- with or without the aid of assistive devices;
- at least 3 of 6 Activities of Daily Living listed below;
- for a continuous period of at least 90 days; and
- with no reasonable chance of recovery.

The Diagnosis of Loss of Independent Existence must be made by a Specialist or other person as approved by Equitable Life and supported by an independent home care assessment made by an occupational therapist or equivalent.

Activities of Daily Living are as follows:

- Bathing-washing oneself in a bathtub, shower, or by sponge bath;
- Dressing-putting on and removing necessary clothing including braces, artificial limbs or other surgical appliances;
- Toileting-getting on and off the toilet and maintaining personal hygiene;
- Bladder and bowel Continence-managing your bowel and bladder function with or without protective undergarments or surgical
  appliances so that hygiene is maintained:
- Transferring-moving in and out of a bed, chair or wheelchair; and
- Feeding-consuming food or drink that has already been prepared and made available.

**Exclusions**: No benefit will be payable under Loss of Independent Existence for a Person Insured's inability to perform independently 3 Activities of Daily Living that are due to delayed achievement of developmental milestones. To qualify under Loss of Independent Existence, Activities of Daily Living must have been achieved and maintained and then subsequently lost due to disease or injury.

#### Loss of Limbs:

A definite Diagnosis of the complete severance of two or more limbs at or above the wrist or ankle joint as the result of an accident or medically required amputation.

The Diagnosis of Loss of Limbs must be made by a Specialist.

#### **Loss of Speech:**

A definite Diagnosis of the total and irreversible loss of the ability to speak as the result of physical injury or disease, for at least 180 days.

The Diagnosis of Loss of Speech must be made by a Specialist.

**Exclusion**: No benefit will be payable under Loss of Speech for all psychiatric related causes.

#### Major Organ Failure on Waiting List:

A definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys, or bone marrow, and transplantation must be medically necessary.

To qualify under Major Organ Failure on Waiting List, the Person Insured must become enrolled as the recipient in a recognized transplant centre in Canada or the United States of America that performs the required form of transplant Surgery. The date of Diagnosis is the date of the Person Insured's enrollment in the transplant centre.

The Diagnosis of the major organ failure must be made by a Specialist.

#### Major Organ Transplant:

A definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys, or bone marrow and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Person Insured must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities.

The Diagnosis of the major organ failure must be made by a Specialist.

#### **Motor Neuron Disease:**

A definite Diagnosis of one of the following: amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy.

The Diagnosis of Motor Neuron Disease must be made by a Specialist.

#### **Multiple Sclerosis:**

A definite Diagnosis of at least one of the following occurring after the later of the Effective Date, or the date of last Reinstatement of this Rider:

- Two or more separate clinical attacks, confirmed by at least one magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination;
- A single attack, with objective Neurological Deficits lasting more than 180 days, confirmed by MRI of the nervous system, showing
  multiple lesions of demyelination; or
- A single attack, confirmed by repeated MRI of the nervous system, which shows multiple new lesions of demyelination which have developed at intervals at least one month apart.

The Diagnosis of Multiple Sclerosis must be made by a Specialist.

**Exclusions**: No benefit will be payable under Multiple Sclerosis for the following:

- Solitary sclerosis;
- Clinically isolated syndrome;
- Radiologically isolated syndrome;
- Neuromyelitis optica spectrum disorders; or
- Suspected multiple sclerosis or probable multiple sclerosis.

**One-Year exclusion period**: No benefit will be payable for Multiple Sclerosis if, within the first year following the later of the Effective Date of this Rider or the date of the last Reinstatement of this Rider, the Person Insured has any of the following:

- One or more signs, symptoms or investigations that lead directly or indirectly to a Diagnosis of multiple sclerosis (covered or not covered under this Rider) regardless of when the Diagnosis is made; or
- A Diagnosis of multiple sclerosis (covered or not covered under this Rider).

**Requirement to report:** Medical information about the Diagnosis of Multiple Sclerosis and one or more signs, symptoms or investigations leading to the Diagnosis of Multiple Sclerosis must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 180 days of the date of Diagnosis. If this information is not provided within this period, Equitable Life has the right to deny any claim for Multiple Sclerosis or any Covered Condition caused by Multiple Sclerosis or its treatment.

#### **Occupational HIV Infection:**

A definite Diagnosis of infection with the Human Immunodeficiency Virus (HIV) resulting from accidental injury during the course of the Person Insured's normal occupation, which exposed the person to HIV contaminated body fluids.

The accidental injury leading to the infection must have occurred after the later of the Effective Date of this Rider, or the date of the last Reinstatement of this Rider.

Payment under this condition requires satisfaction of all of the following:

- the accidental injury must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 14 days of the accidental injury;
- a serum HIV test must be taken within 14 days of the accidental injury and the test result must be negative;
- a serum HIV test must be taken between 90 days and 180 days after the accidental injury and the result must be positive;
- all HIV tests must be performed by a duly licensed laboratory in Canada or the United States of America; and
- the accidental injury must have been reported, investigated and documented in accordance with current Canadian or United States of America workplace guidelines.

The Diagnosis of Occupational HIV Infection must be made by a Specialist.

**Exclusions:** No benefit will be payable under Occupational HIV Infection if:

- the Person Insured has elected not to take any available licensed vaccine offering protection against HIV;
- a licensed cure for HIV infection has become available prior to the accidental injury; or
- HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission and intravenous (IV)
  drug use

#### Paralysis:

A definite Diagnosis of the total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event.

The Diagnosis of Paralysis must be made by a Specialist.

#### Parkinson's Disease and Specified Atypical Parkinsonian Disorders:

Parkinson's Disease is defined as a definite Diagnosis of primary Parkinson's Disease, a permanent neurologic condition which must be characterized by bradykinesia (slowness of movement) and at least one of muscular rigidity, or rest tremor. The Person Insured must exhibit objective signs of progressive deterioration in function for at least one year, for which the treating neurologist has recommended dopaminergic medication or other generally medically accepted equivalent treatment for Parkinson's Disease.

Specified Atypical Parkinsonian Disorders are defined as a definite Diagnosis of progressive supranuclear palsy, corticobasal degeneration, or multiple system atrophy.

The Diagnosis of Parkinson's Disease or a Specified Atypical Parkinsonian Disorder must be made by a neurologist.

**Exclusion**: No benefit will be payable under Parkinson's Disease and Specified Atypical Parkinsonian Disorders for all other types of Parkinsonism.

**One-Year exclusion period**: No benefit will be payable for Parkinson's Disease or Specified Atypical Parkinsonian Disorders if, within the first year following the later of, the Effective Date of this Rider, or the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- one or more signs, symptoms or investigations that lead directly or indirectly to a Diagnosis of Parkinson's Disease, a Specified Atypical Parkinsonian Disorder or any other type of parkinsonism, regardless of when the Diagnosis is made; or
- a Diagnosis of Parkinson's Disease, a Specified Atypical Parkinsonian Disorder or any other type of parkinsonism.

Requirement to report: Medical information about the Diagnosis of Parkinson's Disease or Specified Atypical Parkinsonian Disorders and one or more signs, symptoms or investigations leading to the Diagnosis of Parkinson's Disease or Specified Atypical Parkinsonian Disorder must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 180 days of the date of the Diagnosis. If this information is not provided within this period, Equitable Life has the right to deny any claim for Parkinson's Disease or Specified Atypical Parkinsonian Disorders or, any Covered Condition caused by Parkinson's Disease or Specified Atypical Parkinsonian Disorders or their treatment.

#### **Severe Burns:**

A definite Diagnosis of third degree burns over at least 20% of the body surface.

The Diagnosis of Severe Burns must be made by a Specialist.

## Stroke (Cerebrovascular Accident):

A definite Diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis, hemorrhage, or embolism with:

- acute onset of new neurological symptoms; and
- new objective Neurological Deficits on clinical examination persisting for more than 30 days following the date of Diagnosis.

These new symptoms and deficits must be corroborated by diagnostic imaging testing showing changes that are consistent in character, location and timing with the new Neurological Deficits.

A 30-day Survival Period following the date of Diagnosis applies. The Diagnosis of Stroke (Cerebrovascular Accident) must be made by a Specialist.

**Exclusions**: No benefit will be payable under Stroke (Cerebrovascular Accident) for:

- Transient Ischaemic Attacks;
- Intracerebral vascular events due to trauma;
- Ischaemic disorders of the vestibular system;
- Death of tissue of the optic nerve or retina without total loss of vision of that eye; or
- Lacunar infarcts which do not meet the definition of stroke as described above.

## **EXCLUSIONS AND LIMITATIONS**

90-Day
Cancer
Exclusion
and
Requirement

to Report:

No Covered Condition Benefit will be provided for any cancer or any Covered Condition defined under this Rider contributed to or caused by any type of cancer (covered or not covered under this Rider) if within the first 90 days following the Effective Date of this Rider, or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- a) a Diagnosis of any form of cancer (covered or not covered under this Rider); or
- b) one or more signs, symptoms, tests, investigations and/or medical consultations that lead directly or indirectly to a Diagnosis of cancer (covered or not covered in this Rider), regardless of the date of Diagnosis.

The Owner or Person Insured must give written notification to Equitable Life's Head Office in Waterloo, Ontario, within 180 days, if, following the later of 90 days from the Effective Date of this Rider or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any Diagnosis or one or more signs, symptoms, tests, investigations and/or medical consultations for any form of cancer (covered or not covered under this Rider). If the Owner or Person Insured under this Rider fails to disclose this information, Equitable Life reserves the right to deny a claim for any cancer, or any Covered Condition caused by any cancer or treatment of cancer.

The Owner may, by writing, request to maintain this Rider in effect, provided the written request is received in Equitable Life's Head Office in Waterloo, Ontario, within 30 days of the date Equitable Life confirms that the 90-Day Cancer Exclusion and Requirement to Report applies. Upon receipt of the written request, Equitable Life may in the absence of fraud or misrepresentation, maintain the Rider in effect, with the condition that no Covered Condition Benefit will be payable for any:

- subsequent Diagnosis of any form of cancer (covered or not covered under this Rider);
- Covered Condition directly resulting from any cancer (covered or not covered under this Rider); and
- Covered Condition directly resulting from the treatment of any cancer (covered or not covered under this Rider).

If no written request is received as described above, this Rider will terminate, and Equitable Life will return all premiums paid for this Rider and no Covered Condition Benefit will be payable.

#### **Exclusions:**

In addition to any exclusions noted in this Rider, no Covered Condition Benefit will be paid if the Person Insured is diagnosed with a Covered Condition which arises directly or indirectly from:

- intentionally self-inflicted injuries, regardless of the state of mind of the Person Insured;
- war, or any act or incident of war, whether declared or not, or any conflict between the armed services of countries or international organizations;
- the Person Insured's intentional use or intake of any:
  - o prescribed drug or narcotic other than as instructed by a physician:
  - legally available drug or narcotic for sale in Canada or the United States without a prescription, in a manner other than as recommended by the manufacturer;
  - o drug or narcotic not legally available in Canada or the United States; or
  - o any poisonous substance or intoxicant, including inhalation of toxic gases or fumes;
- committing or attempting to commit a criminal offence; or
- operating a motor vehicle while the concentration of alcohol in 100 milliliters of blood exceeds 80 milligrams.

## Covered Condition Outside of Canada:

If the occurrence or Diagnosis of one of the Covered Conditions occurs outside of Canada, the Covered Condition Benefit will be payable only if all the following conditions are satisfied:

- a) The complete medical records are made available and provided to Equitable Life's Head Office in Waterloo, Ontario; and
- b) The medical records provide evidence, satisfactory to Equitable Life that;
  - 1. the same Diagnosis would have been made if the illness or accident had occurred in Canada; and
  - 2. immediate treatment would have been indicated under Canadian standards; and
  - 3. the same treatment, involving the particular surgical procedure, would have been advised if treatment had taken place in Canada; and
- c) The Person Insured must undergo an independent medical examination by a Specialist appointed by Equitable Life if we make such request. In the case of elective Surgery, such an examination must be undergone before Surgery takes place.

#### **PREMIUMS**

## Premiums:

Premiums are payable for this Rider, for the period specified in the Premium Schedule/Table of Charges for this Rider. With 10 Year Renewable as your premium type, your guaranteed premiums will automatically renew and increase every 10 Policy years. At the Policy Anniversary nearest the Person Insured's 75th Birthday, premiums will cease, and this Rider and all its benefits will terminate for that Person Insured.

## PREMIUMS-continued

#### Reinstatement:

You may apply to have this Rider and the Policy reinstated within two years following the lapse of the Policy. The requirements for Reinstatement of this Rider are:

- a) evidence of ongoing good health and insurability of the Person Insured satisfactory to the Company; and
- b) payment of all premiums, with interest (at a rate determined by the Company) from the date of lapse of the policy and/or this Rider.

The effective date of the Reinstatement will be the date all of the above requirements for Reinstatement are met. This Rider cannot be reinstated unless the Policy is reinstated.

## **CHANGE PRIVILEGE**

You may change your EquiLiving 10 Year Renewable to Age 75 Critical Illness Insurance Rider, without evidence of insurability to a:

- Level to Age 75, Level to Age 100 or 20 Pay coverage for Life critical illness plan, provided such plan is available pursuant to the Company's then current administrative rules, at any time up to and including the Policy Anniversary nearest the Person Insured's 60th Birthday, or
- 20 Pay coverage to Age 75 critical illness plan provided such plan is available pursuant to the Company's then current administrative rules, at any time up to and including the Policy Anniversary nearest the Person Insured's 54th Birthday.

To make a change:

- a) your notice to the Company must be received by the Company prior to the Policy Anniversary nearest the Person Insured's Birthday indicated above: and
- b) no increase in Sum Insured is requested; and
- c) this Critical Illness Insurance Rider is in effect at the time the change is requested and at the effective date that the change takes place.

The changed critical illness plan will be the applicable critical illness plan that was available when this Critical Illness Insurance Rider was put into effect. The premium rates for the changed critical illness plan will be the rates in effect for that plan on the date of the change and will be based on the Person Insured's age on their Birthday nearest to the effective date of the changed critical illness plan and for the same class of risk and smoking status as this Critical Illness Insurance Rider. If the change is to a 20-Pay plan, the 20-year payment period will start at the date of the change

## **TERMINATION**

In addition to any other termination or expiry provisions contained within the Policy, this Rider and all benefits associated with it for the Person Insured, will terminate on the earliest of:

- a) the lapse of the Policy;
- b) the termination of the Policy;
- c) the date of death of the Person Insured;
- d) the effective date of the Rider Exchange Provision;
- e) the date the EquiLiving Benefit under this Rider becomes payable;
- f) the written Cancellation request by the Owner to cancel this Rider, effective on the date the notice is received by Equitable Life at its Head Office in Waterloo, Ontario; or
- g) the Expiry Date of this Rider as shown on the Coverage Specification/Description of Benefits page(s) for this Rider

<u>Cancellation:</u> You may cancel this Rider at any time by providing notice to the Company. Upon the date of receipt of your notice, the premiums applicable to this Rider shall cease; and this Rider and all other benefits provided by it shall terminate.

#### **GENERAL PROVISIONS**

The following are General Provisions that apply to this EquiLiving Critical Illness Insurance Rider.

This Rider may be assigned by the Owner as permitted by law. The Assignment will not be binding on Equitable Life unless the Assignment is made in writing and filed with our Head Office in Waterloo, Ontario. Equitable Life is not responsible for

the validity of any Assignment.

Smoker Classification:

**Assignment:** 

On the Policy Anniversary nearest the Person Insured's 18th Birthday, we will classify them as a smoker and premiums will increase. The Person Insured may apply to have the classification changed to that of a non-smoker. If we approve the application, the premiums will remain at the same rate that was charged from the policy date.

## **GENERAL PROVISIONS**-continued

Compliance with Provincial

If any terms, conditions or provisions of this Rider conflict with the legislation of the province where the Person Insured resided on the date of application, the term, condition or provision shall be amended to meet the minimum requirement of such legislation.

Limitation Period:

Legislation:

Every action or proceeding against an insurer for the recovery of insurance money payable under this Rider is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

## STATUTORY CONDITIONS

Waiver:

Equitable Life will be deemed not to have waived any condition of this Rider, either in whole or in part, unless the waiver is clearly expressed in writing signed by us. (If the insurance legislation that governs this Rider does not include this condition, this condition does not apply).

**Material Facts:** 

No statement, made by the Owner or the Person Insured at the time of application for this Rider, shall be used in defense of a claim under or to avoid this Rider unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

## Notice and Proof of Claim:

The Owner or the Person Insured, or a Beneficiary entitled to make a claim, or the agent of any of them, shall;

- a) give written notice of claim to Equitable Life:
  - by delivery of the notice of claim, or by sending it by registered mail to our Head Office in Waterloo, Ontario, or chief agency of Equitable Life in the Province; or
  - ii. by delivery of the notice of claim to an authorized agent of Equitable Life in the Province; not later than 30 days from the date a claim arises under this Rider for a Covered Condition;
- b) within 90 days from the date a claim arises under this Rider for a Covered Condition, furnish to Equitable Life's Head Office in Waterloo, Ontario, such proof as is reasonably possible in the circumstances of the happening of the Covered Condition, the right of the claimant to receive payment, the claimant's age, and the age of the Beneficiary if relevant; and
- c) if required by Equitable Life, furnish us with a satisfactory certificate as to the cause or the nature of the Covered Condition for which claim may be made under this Rider.

**Failure to Give Notice or Proof**: Failure to give notice of claim or furnish proof of claim within the time prescribed/required by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date the claim arises under this Rider if it is shown that it was not reasonably possible to give notice or furnish proof within the time prescribed/required by this condition.

Insurer to Furnish Forms for Proof of Claim: Equitable Life will furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time, the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the Covered Condition giving rise to the claim.

Rights of Examination:

As a condition precedent to recovery of insurance money under this Rider, the claimant will furnish Equitable Life with an opportunity to examine the person of the Person Insured when and so often as we reasonably require while the claim under this Rider is pending.

When Money is Payable:

All money payable under this Rider will be paid by us within 60 days after we have received proof of claim.

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## FLEXIBLE GUARANTEED INSURABILITY OPTION

(available on children's plans only)



## Flexible Guaranteed Insurability Option Rider

Benefit: This rider provides benefits only on the Life Insured shown under this rider on the Coverage Specifications page.

As of each Option Date shown on the Coverage Specifications page on which this policy and rider are in force, the Owner may exercise the option to require the Company to issue, without evidence of insurability, a new policy on the life of the Life Insured covered under this rider for an amount not exceeding the Option Amount corresponding to such Option Date provided that the Company receives at its Head Office on the Option Date or within the 60-day period prior to the Option Date a properly completed application for such a policy and settlement there for in accordance with the Company's rules.

The new policy may be for any form of Whole Life, Limited Payment Life or Term policy, or a combination of any of these plans with a Term Rider, which would be issued by the Company at that time for a like amount. The premium for the new policy will be based upon the Company's published rates as at the date of issue of the new policy at the attained age of the Life Insured for the class of risk applicable to the Life Insured as determined by the Company on the effective date of this rider.

The effective date of the new policy will correspond with the Option Date provided the Life Insured is then living.

If this policy contains a disability waiver benefit rider on the life of the Life Insured covered under this rider, the new policy may also contain such a rider except that, if the new policy is on any plan other than Whole Life or Term, or a combination of any of these plans with a Term Rider, the inclusion of such a rider will be subject to receipt of evidence of insurability satisfactory to the Company.

**Special Option**: If the option on the first Option Date is not exercised for the full Option Amount, the Company will, unless directed otherwise in writing by the Owner, automatically continue to charge the proportionate Monthly Charge for that portion of the original Option Amount remaining, and extend the corresponding Option Date for one year. The provisions of this rider will then apply to this new Option Amount and Date. Similarly, should any portion of the new Option Amount be remaining after the new Option Date, the Option Date will be extended on a year-by-year basis as described above for the portions of the Option Amount remaining, but not beyond 5 years from the original Option Date.

This provision will automatically terminate at any time the portion of the original Option Amount remaining becomes less than the minimum policy amount then required by the Company.

**Benefit Charge**: The Monthly Charge for each Option Amount is specified and is payable to the applicable Option Date shown on the Coverage Specifications page.

**Termination**: This rider will terminate on the earliest of the following dates:

- a) the last Option Date under this rider;
- b) the date this policy lapses or otherwise terminates; and
- c) the date on which all Insurance Coverages, applicable to the Life Insured covered under this rider, are terminated.

## 10/20 YEAR TERM

(available on single life plans only)



#### **Term Life Insurance Rider**

The Policy terms, conditions and provisions apply to this Term Life Insurance Rider, unless amended by the provisions in these Rider pages.

Life Insured: is the person whose life is insured under the provisions of this Term Life Insurance Rider and is named on the

Coverage Specifications page(s).

Benefit Provision: Provided that this Term Life Insurance Rider ("Rider") and the Policy to which this Rider is attached are in force on the

Death of the Life Insured, Equitable Life will pay to the Beneficiary the amount of Term Life Insurance Rider Death Benefit (the "Death Benefit") applicable to the Life Insured as shown on the Coverage Specifications page(s).

Beneficiary (ies): Equitable Life will pay the Death Benefit to the Beneficiary (ies) under the Beneficiary designation in effect at the date

of the Life Insured's death. While this Rider is in force the Owner may choose to designate in writing to us a change in Beneficiary (ies) to receive the Death Benefit if that change is allowed under laws that apply. If no Beneficiary is designated or surviving at the time of the Life Insured's death, any amount payable as a result of the Life Insured's

death will be payable to the Owner, if living, or otherwise to the Owner's estate.

**Death Claim:** In the event of a claim due to the Life Insured's Death, Equitable Life will require the following before paying the Death

Benefit:

(a) the Policy;

(b) satisfactory proof of death;

(c) date of birth of the Life Insured; and

(d) name and age of the Beneficiary.

Effective Date: This Rider takes effect on the Effective Date shown on the Coverage Specifications page(s) of the Policy to which this

Rider is attached, provided that:

a) the full amount of the first Premium has been paid to the Company, and

b) no change has taken place in the insurability of any of the Lives Insured under this policy between the date the

application was completed and the date specified in the insurance legislation that applies.

**Expiry Date:** The Expiry Date of this Rider is shown on the Coverage Specifications page(s) of the Policy, which is the policy

anniversary nearest the Life Insured's attained age 85 at which time this Rider, the Death Benefit and all other benefits

provided by the Rider shall terminate.

**Premium:** The Monthly Charges for this Rider are specified in the Table of Charges of the Policy to which this Rider is attached.

Premium Tax: The premiums shown in the Premium Schedule include a provision for premium tax.

Suicide: If the Life Insured dies by suicide while sane or insane, within two years after the effective date or reinstatement date of

this rider, the liability of Equitable Life shall be limited to any amounts paid to Equitable Life for this rider.

Misstatement of Age: If the date of birth of the Life Insured has been misstated, the amount payable under this rider due to death of the Life

Insured will be the amount that the premiums would have purchased had the premiums been calculated based on the

correct age.

Limitation Period: 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 or other applicable legislation.

## **CLASS OF RISK**

#### Classification of Risk:

Equitable Life evaluates insured persons into different "Classes of Risk" based on insurance risk. These Classes of Risk are used to determine the Premium rates applicable to each Life Insured based on the amount of insurance coverage.

Each Class of Risk currently available for this Rider takes into consideration anticipated health and insurability of the proposed Life Insured(s) based on mortality risk (refers to the incidence of death) and Lifestyle. Lifestyle Classification risk factors include more specific aspects of your family's health history, tobacco usage, health, lifestyle, and other information as deemed pertinent by the Company, in conjunction with the type and amount of insurance coverage being applied for.

The applicable Class of Risk is determined at the Effective Date of this policy and is shown on the Description of Benefits page(s) of this policy.

These classes indicate the Premium rates set by Equitable Life for a Standard Classification for the type and amount of insurance coverage provided. A standard or normal mortality risk assessment is 100%. A Class of Risk greater than 100% indicates a higher mortality risk. The Class of Risk will affect the Premium rates.

The Class of Risk and Lifestyle classification of this rider may be different than the classes for the Base policy or for any other rider or benefit.

#### Premium and

Changes to Classification: In addition to the Classifications of risk, Equitable Life uses sex, age and the type and amount of insurance coverage applied for in determining the Premium rates. The Death Benefit amount and the Class of Risk are shown on the Description of Benefits page(s) of your policy. The Premium is shown on the Premium Schedule page(s) of your policy.

> If you request any amendment to your policy, including an improvement of the risk classification of any coverage, such request is subject to our consent and will be based on the administrative rules in effect at that time.



## Automatic Coverage Continuation Provision:

If the base policy to which this Rider is attached ends, and this Rider is in force at that time, we will continue the coverage provided under this Rider until the earlier of the expiry date for this coverage, or until you ask us to terminate the coverage. The premiums for the continuation of coverage may increase and you may be able to request additional riders to be added, based on the administrative rules in effect at that time.

#### Separate Term Life

Insurance Policy Option: At any time, you may request that the Insurance Coverage applicable to a Life Insured under this Rider be cancelled and a separate policy be issued on that Life Insured. This option will be based on the administrative rules in effect at

that time.

#### **Conversion Option:**

At any time prior to the Policy Anniversary nearest the Life Insured's 71st birthday and while this Rider and the Policy to which it is attached are in force, the Rider may be converted without evidence of insurability, to any permanent life insurance product issued by Equitable Life at that time, based on the administrative rules in effect at that time. The converted policy will be at the then published rates at the attained age of the Life Insured applicable to the converted policy, at the same class of risk and status as shown in the Coverage Specifications page(s) of the Policy. Upon conversion this Rider will terminate.

The completed application for conversion must satisfy any other requirements we may deem necessary for compliance with the provisions of the policy and any applicable laws.

You may convert the Insurance Coverage of the Term Insurance rider, provided that the election of a dividend option or death benefit option on the new policy does not increase the Insurance Coverage amount. If such dividend option or death benefit option is elected, the coverage amount will be subject to the consent of the Company and may be subject to evidence of insurability. The amount of insurance coverage on the permanent product must not exceed the original amount of insurance being converted and must meet the minimum and maximums then required for the amount of insurance coverage, premiums and age by the Company for the product selected. The Life Insured's Class of Risk and Premium rates applicable to any portion of this policy that is not converted may change due to the minimum amount of insurance coverage required to be eligible for certain risk classification and Death Benefits.

Risk Classification	Conversion prior to 10th coverage anniversary	Conversions after 10 <sup>th</sup> coverage anniversary or to products without preferred risk classifications
Preferred Non-preferred	Similar preferred risk classification, as determined by us Non-preferred risk classification, as determined by us	Non-preferred risk classification, as determined by us Non-preferred risk classification, as determined by us

The premium required for the converted insurance coverage will be based on our then current premium or cost of insurance rates for the product and insurance amount requested using the Life Insured's sex and attained Age at the date of conversion, with the appropriate Class of Risk established under this Term Conversion option.

Any change to class of risk or status requested by the Owner on conversion will be subject to providing satisfactory evidence of qualification for the requested change to Equitable Life.

If the Policy has Disability Waiver of Premium Rider attached to it, the converted policy may contain a Disability Waiver of Premium provision, without evidence of insurability, provided

- the Life Insured is not currently disabled, and
- the Life Insured has not had premiums waived under the Policy during the twelve (12) months prior to conversion.

If the Policy did not have a Disability Waiver of Premium Rider, then evidence of insurability satisfactory to Equitable Life will be required to include a Disability Waiver of Premium Rider on the converted policy.

## Term Life Insurance Rider – continued

If an Insurance Coverage(s) contains any total disability provision and the Life Insured is disabled prior to the Policy Anniversary nearest the Life Insured's 60th birthday and the disability continues to the Policy Anniversary nearest the Life Insured's 65th birthday, conversion not previously having been requested, the Insurance Coverage(s) will be automatically converted to a permanent life insurance product as determined by us and subject to our then current administrative rules and practices and the premiums for the new policy will be waived while the disability continues.

If the Conversion Option is elected while premiums are being waived under the Waiver of Premium Rider, premiums will become payable under the converted policy.

## Partial Conversion Option:

You may elect to partially exercise the Conversion Option with conversion to a new policy with an amount of insurance less than the maximum permitted by the Conversion Option. At that time, the Owner may elect to continue this Rider, for the reduced amount, subject to that reduced amount not being less than the minimum required for this Rider. This is provided that the death benefit amount payable under this Rider together with the benefit amount payable under the new policy, is not greater on death or disability of the Life Insured than what would have been payable by us had the partial conversion not take place.

The Life Insured's Risk Classification, Lifestyle Classification and Cost of Insurance rates for this rider may also change, as determined by us, depending on our minimum amount rules for the remaining amount of this rider.

Upon partial conversion future premiums and benefits associated with this reduced Rider will be determined based on the reduced amount.

The terms and conditions of the Conversion Option and Partial Conversion Option will continue to apply to this reduced Rider.

# 10 Year Renewable and Convertible Term Exchange Option:

If you have a 10 Year Renewable and Convertible Term rider you have the option, while this rider is in force, to exchange this rider for a 20 Year Renewable and Convertible Term Insurance Rider without evidence of insurability, based on the administrative rules in effect at that time.

This option is available beginning on the first anniversary of the Effective Date of the Insurance Coverage shown in the Description of Benefit(s) pages and ending on the earlier of the 5th anniversary and the anniversary nearest the Life Insured's 65th birthday, at which time this option expires.

The completed application for exchange must satisfy any other requirements we may deem necessary for compliance with the provisions of the policy and any applicable laws.

You may exchange the full amount of the 10 Year Renewable and Convertible Term Insurance, or a portion of it, subject to our consent and the minimum amount of insurance required at the time. The amount of the 20 Year Renewable and Convertible Term Insurance Rider cannot exceed the Insurance Coverage amount for the 10 Year Renewable and Convertible Term Insurance Rider and must not be less than the minimum required.

Any increases to the amount of Insurance Coverage would be subject to satisfactory evidence of insurability and based on the administrative rules in effect at that time.

The premium required for the exchanged 20 Year Renewable and Convertible Term Insurance Rider will be based on our then current 20 Year Renewable and Convertible Term rates and the Insurance Coverage amount requested using the Life Insured's sex and attained Age at the date of exchange. A similar class of risk will apply, as determined by us, as the original 10 Year Renewable and Convertible Term Insurance Rider being exchanged, subject to our then current administrative rules and practices. The Effective Date of the 20 Year Renewable and Convertible Term Insurance Rider will be the date of exchange.

The 10 Year Renewable and Convertible Term Insurance Rider cannot be exchanged if premiums are being waived under the Disability Waiver of Premium provision and the exchange option cannot be extended if it expires during the period premiums are being waived under the Disability Waiver of Premium Provision.

## Term Life Insurance Rider – continued

Any evidence of the Life Insured's health and insurability, which formed part of the Contract on or before the date of exchange, will be deemed to form part of the Contract under which the exchanged 20 year Renewable and Convertible Insurance Coverage is provided.

If there is any exclusion that is applicable to the 10 Year Renewable and Convertible Term Rider, a similar exclusion will apply to the exchanged 20 Year Renewable and Convertible Term Rider, along with any limitations to our liability regularly included for the type, amount, and Risk Classification of the exchanged coverage then issued.

#### Reinstatement:

- a) If your Renewable and Convertible Term insurance policy lapses at the end of the Grace Period because a premium due at the beginning of the Grace Period was not paid, the policy may be reinstated by payment of the overdue premium within a further period of thirty (30) days after the end of the Grace Period, but only if the person whose life was insured under the policy is alive at the time payment is made.
- b) If your Renewable and Convertible Term insurance policy lapses and it is not reinstated under subsection (a), the policy may be reinstated within two (2) years of its lapse upon written application by you and submission of evidence of insurability (according to the then current underwriting guidelines as determined by Equitable Life) pertaining to the Life Insured(s) (based on attained age) that is satisfactory to Equitable Life.

The reinstatement of this policy must be accompanied by the payment of an amount equal to the sum of the following:

- (i) the Premiums that would have been required to maintain the policy in force from the date of lapse to the date of reinstatement; plus
- (ii) interest due on the above amount.

These amounts will be determined by Equitable Life at the time of request for reinstatement.

The rate of interest to be charged above will be determined by Equitable Life, but will not exceed that permitted under current legislation.

#### Termination:

This Rider and all benefits associated with it terminate on the earliest of:

- (a) the expiry date of this Rider,
- (b) the date the Policy lapses,
- (c) the date of termination of the Policy,
- (d) the date of death of the Life Insured, or
- (e) the effective date of the separate Term Life Insurance policy or converted policy.

## **Cancellation:**

You may cancel this Rider at any time, by providing notice to the Company. Upon the date of receipt of your notice, the Premiums applicable to this Rider shall cease, and this Rider, the Death Benefit and all other benefits provided by it shall terminate.

## WAIVER OF CHARGES RIDER



## **Waiver Of Monthly Charges Rider**

Benefit: This rider provides benefits only on the Life Insured shown under this rider on the Coverage Specifications page.

In this rider, "he" and "his" are used to refer to either sex.

If, while this policy and rider are in force, proof is submitted that, before the Expiry Date of this provision, the Life Insured covered under this rider has become totally disabled and has been so disabled continuously for a period of not less than six consecutive months, the Company will waive the payment of each Monthly Charge falling due under this policy after the commencement, and during the continuance, of such total disability; provided, however, that no Monthly Charge which fell due more than twelve months prior to the receipt of written notice of claim at the Head Office of the Company will be waived.

Benefit Charge: The Monthly Charge for this benefit is specified and is payable for the period shown on the Coverage Specifications page.

**Total Disability**: Total disability and totally disabled mean a state of incapacity caused by disease or bodily injury, such that the Life Insured covered under this rider is unable to perform each and every duty pertaining to his regular occupation, or if he has no regular occupation, to engage in any gainful occupation for which he is reasonably fitted by education, training or experience.

After 24 months of any one continuous period of such disability, total disability and totally disabled means the complete inability of the Life Insured covered under this rider, due to disease or bodily injury, to engage in any gainful occupation for which he is reasonably fitted by education, training or experience.

Total disability will not exist while the Life Insured is engaged in any gainful occupation.

**Misstatement of Age**: The Company reserves the right to require satisfactory proof of the date of birth of the Life Insured covered under this rider before granting any benefits. If, on the effective date of this rider, the Life Insured was over age 55, nearest birthday, the liability of the Company under this rider will be limited to any charges made for this rider since such date.

Notice and Proof of Claim: Written notice of claim must be received at the Head Office of the Company:

- a) during the lifetime of the Life Insured covered under this rider;
- b) prior to the expiration of twelve months after the Expiry Date of this provision; and
- c) during the continuance of total disability;

otherwise the claim will be invalid.

Due proof that the Life Insured has become totally disabled must be received at the Head Office of the Company within 3 months after receipt of written notice of claim hereunder; otherwise written notice of claim will, for the purpose of determining commencement of liability hereunder, be deemed to have been received on the date on which the said due proof of disability was received at the Head Office of the Company.

**Proof of Continuance of Total Disability**: Both before and after approval of any claim hereunder, the Company may from time to time demand proof of the continuance of total disability and, if such proof is not provided, the Life Insured will be conclusively deemed to have ceased to be totally disabled within the meaning hereof prior to the date upon which such demand was made. The Company reserves the right to have the Life Insured examined at any time by a medical examiner appointed by the Company.

**Recurrence of Total Disability**: If, following a period of total disability, the Life Insured no longer qualifies for benefits under this rider, any subsequent disability commencing while this rider is in force resulting from, or contributed to by, the same cause or causes will be considered to be a continuation of the previous disability if the period of non-qualification is less than 6 months and will be considered to be a new period of disability if the period of non-qualification is 6 months or longer.

Risks Not Assumed: The benefits under this rider will not be granted if the disability of the Life Insured resulted either directly or indirectly from:

- a) self-inflicted injuries, while sane or insane;
- b) war, or any act incident to war, whether declared or not, or any conflict between the armed services of countries or international organizations; or
- c) service in the armed forces of any country which is in a state of war, whether war be declared or not.

**Termination**: This rider will terminate on the earliest of the following dates:

- a) the Expiry Date of this provision, unless the Life Insured covered under this rider is then totally disabled, in which event notice and proof of claim, if not previously provided, must be received at the Head Office of the Company within twelve months thereafter, otherwise the claim will be invalid:
- b) the date this policy lapses or otherwise terminates; and
- c) the date on which all Insurance Coverages, applicable to the Life Insured covered under this rider, are terminated.