DEFINITIONS

The following are definitions of some of the terms used in your EquiLiving Critical Illness Insurance Policy. If you need additional information or clarification please call the Equitable Life of Canada Customer Service Line at 1−800−668−4095.

Age: The Age of the Person Insured on their nearest birthday.

Beneficiary: The Beneficiary of the EquiLiving Benefit or the Early Detection Benefit is the Person Insured, unless otherwise specified by the Policy Owner. As the Beneficiary, the Person Insured is entitled to the benefit(s) provided by this Policy.

Any amount payable as a result of the Person Insured's death will be paid to the Beneficiary of the death benefit(s) as designated on the application. During the lifetime of this Policy the Owner may choose to designate in writing to us a change in Beneficiary(ies) to receive any amounts payable on the Person Insured's death if that change is allowed under laws that apply. Equitable Life will pay any amounts payable as a result of the death of the Person Insured to the Beneficiary(ies) under the Beneficiary designation in effect at the date of the Person Insured's death. If no Beneficiary designation is in effect or no Beneficiary is surviving at the time of the Person Insured's death, any amount payable as a result of the Person Insured's death will be payable to the Owner, if living, or the Owner's estate, if not living.

Covered Condition: A Covered Condition is an illness, condition, disorder or Surgery as defined under the Definitions of Covered Critical Conditions or Definitions of Early Detection Benefit Covered Conditions in this Policy. 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 Policy and no EquiLiving Benefit or Early Detection Benefit shall be payable for such conditions, illnesses, disorders, or Surgeries.

Company: The terms "we", "our", "us", "Equitable Life" and "Company", mean The Equitable Life Insurance Company of Canada and its Head Office located in Waterloo, Ontario, Canada.

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

Diagnosis (Diagnosed): The Diagnosis of any Covered Critical Condition or Early Detection Benefit Covered Condition or the advice to undergo Surgery for any Covered Critical Condition or Early Detection Benefit Covered Condition requiring Surgery must be made by a duly Licensed medical practitioner who has been trained in the specific area of medicine relevant to the Covered Critical Condition or Early Detection Benefit Covered Condition, and who has been certified by a specialty examining board. In the absence of a Specialist, a condition may be diagnosed by another qualified medical practitioner as approved by us.

The Covered Critical Condition or Early Detection Benefit Covered Condition must meet all of the requirements as specified in the Definitions of Covered Critical Conditions or Early Detection Benefit Covered Conditions in this Policy for that condition. The date of Diagnosis shall be the date the licensed Specialist makes the Diagnosis of your Covered Critical Condition or Early Detection Benefit Covered Condition. The Diagnosis must be supported by objective medical evidence.

Effective Date: This Policy takes effect on the Effective Date as shown on the Policy Specifications page of this Policy, 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.

SAMPLE

Definitions – continued

Expiry Date (Expiry): If the Sum Insured has not been paid, this Policy expires on the date as shown on the Policy Specifications page of this Policy, which is the Policy Anniversary nearest the Person Insured's attained Age 75. (see also Termination of Policy).

Extension of Expiry: If Expiry of this Policy occurs during the Person Insured's Survival Period following Diagnosis of, or Surgery for, a Covered Critical Condition or Early Detection Benefit Covered Condition, this Policy will remain in force until the earlier of:

a) the date of the Person Insured's death, or
b) the date the Person Insured's EquiLiving Benefit or Early Detection Benefit becomes payable, provided the Policy has not terminated under other Policy provisions.

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

Licensed Specialist: A physician or surgeon duly licensed and 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 Critical Condition or Early Detection Benefit Covered Condition, and who has been certified by a specialty examining board. The Specialist must not be related by blood or marriage or other partner to the Owner or Person Insured. The physician or surgeon may not be the Owner or the Person Insured.

Medical Treatment: Medical Treatment is defined as medical advice, consultation, care, services, or Diagnosis rendered by a physician who is licensed and practicing medicine.

Owner: The Owner of this Policy refers to the Applicant and Owner as indicated on the Policy Specifications page of this Policy. The terms "you", "your" and "Owner" refer to the Applicant and Owner of this Policy. The Owner may or may not be the Person Insured under this Policy.

Person Insured: The Person Insured is the person for whom the Sum Insured under this Policy is applicable. The Person Insured may or may not be the Owner of this Policy. The Person Insured is the Beneficiary of the EquiLiving Benefit and/or Early Detection Benefit under this Policy unless otherwise specified by the Owner.

Policy: Policy means this EquiLiving Critical Illness Insurance policy.

Policy Anniversary(ies): In this Policy, "Policy Anniversaries" are measured yearly from the Effective Date on which the first Policy year begins.

Rider: A Rider is an additional benefit applied for and issued by us as shown on the Description of Benefits page(s). The terms and conditions of any Riders applicable to this Policy are stated in the Rider pages attached to this Policy.

Sum Insured: The Sum Insured is the amount of critical illness insurance shown on the Description of Benefits page of this Policy.

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

Survival Period: The Survival Period begins on the date of Diagnosis of, or Surgery for, a Covered Critical Condition and ends thirty (30) days following the date of Diagnosis of, or Surgery for, a Covered Critical Condition, unless otherwise specified in the Definitions of Covered Critical Conditions or in this Policy. 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 EquiLiving 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 an EquiLiving Benefit becomes payable, the amount of any premiums paid during the Survival Period will be added to any EquiLiving Benefit amount due.

SAMPLE

Benefits

EquiLiving Benefit:

The EquiLiving Benefit is the Sum Insured as shown on the Description of Benefits page of this Policy.

If, while this Policy is in force, the Person Insured is Diagnosed with one of the Covered Critical Conditions as described in the Definitions of Covered Critical Conditions and survives the 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 Policy, become payable.

The EquiLiving Benefit shall be payable to the Person Insured (or other Beneficiary as designated) provided this Policy is in force on the first day following completion of the Survival Period applicable to any one of the Covered Critical Conditions as defined in the Definitions of Covered Critical Conditions of this Policy. Any condition, illness, disorder, or Surgery not specifically defined as a Covered Critical Condition in the Definitions of Covered Critical Conditions in this Policy 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, and only for one Covered Critical Condition. Once the EquiLiving Benefit is paid, the Policy terminates, regardless of how many additional Covered Critical Conditions the Person Insured may be diagnosed with. The EquiLiving Benefit is not payable for the occurrence of any other illness, condition, disorder or Surgery not defined in the Definitions of Covered Critical Conditions of this Policy. Payment of the EquiLiving Benefit amount represents the total fulfillment of all claims, insurance coverages, riders, and benefits under this Policy. Payment of the EquiLiving Benefit is subject to the "Exclusions" in this Policy, as well as other limitations, conditions, and exclusions in this Policy.

SAMPLE

EARLY DETECTION BENEFIT

Early Detection Benefit:

The Early Detection Benefit is a payment of a benefit upon the Diagnosis by a Licensed Specialist of a condition as defined under the Definitions of Early Detection Benefit Covered Conditions, and survival of the Early Detection Benefit Survival Period.

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

The Early Detection Benefit Amount is payable for one person insured by Equitable Life and 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 twice during the lifetime of the policy but only once for any one of the Early Detection Benefit Covered Conditions. Any payment of the Early Detection Benefit will not reduce the Sum Insured or the Policy Premiums or the Return of Premiums on Death or the Return of Premiums on Surrender/Expiry.

Definitions of Early Detection Benefit Covered Conditions:

Early Prostate Cancer: *is defined as* "the presence of either Stage T1A or T1B Early Prostate Cancer, as measured under the TNM Classification system."

Ductal Breast Cancer: *is defined as* "the presence of ductal carcinoma in-situ of the breast, as confirmed by biopsy."

Superficial Malignant Melanoma: *is defined as* "the presence of any malignant melanoma that is less than or equal to 1.0 millimetre in depth."

Coronary Angioplasty: *is defined as* "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. The procedure must be determined to be medically necessary by a Specialist."

SAMPLE

EARLY DETECTION BENEFIT – continued

Early Detection Benefit Survival Period:

The Survival Period begins on the date of Diagnosis of, or Surgery for, an Early Detection Benefit Covered Condition and ends thirty (30) days following the date of Diagnosis of, or Surgery for, an Early Detection Benefit 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 Early Detection 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.

Exclusions:

No Early Detection Benefit or EquiLiving Benefit will be provided for Cancer or any other Covered Condition defined under this Policy contributed or caused by any type of cancer (covered or excluded under this Policy) if either:

a) date of Diagnosis of any form of cancer (covered or excluded under this Policy) occurs, or
b) the date signs, symptoms, tests and/or medical consultations that led to diagnosis of any covered or excluded cancer, regardless of the date of diagnosis of cancer (covered or excluded under this Policy),

is within the first ninety (90) days following the Effective Date of the Policy, or ninety (90) days from the effective date of the last Reinstatement of this Policy.

Upon any diagnosis, signs, symptoms, tests and/or medical consultations of any form of cancer (covered or excluded under this Policy) within the first ninety (90) days following the Effective Date of this Policy, or ninety (90) days from the effective date of the last Reinstatement of this Policy, the Owner or Person Insured must give written notification of the diagnosis to Equitable Life within one hundred and eighty (180) days following that diagnosis. If the Owner or Person Insured under this Policy fails to disclose this information, Equitable Life reserves the right to deny any claim for cancer or any Covered Critical Condition or Early Detection Benefit Covered Condition caused by cancer or the treatment of cancer (covered or excluded under this Policy), under this Policy.

Upon receipt of notice, Equitable Life will provide confirmation that the Cancer and other Related Covered Conditions Exclusion applies. The Owner may, by written request, elect to maintain the Policy in force, provided the written request is received in Equitable Life's Head Office in Waterloo, within thirty (30) days of the date of confirmation. Upon receipt of written request, Equitable Life will, in the absence of fraud or misrepresentation, maintain the Policy in force. Otherwise the Policy will terminate and Equitable Life will return all premiums paid for the Policy and no EquiLiving Benefit or Early Detection Benefit will be payable.

If the Owner elects to maintain this Policy in force, no benefits will be payable for a subsequent diagnosis of any form of cancer (covered or excluded under this Policy) or other Covered Condition directly resulting from any cancer (covered or excluded under this Policy) or its treatment.

SAMPLE

DEFINITIONS OF COVERED CRITICAL CONDITIONS

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

Cancer (Life-Threatening):

is defined as "a definite diagnosis of a tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The diagnosis of Cancer must be made by a Specialist.

Exclusion: No benefit will be payable under this condition for the following non-life-threatening cancers:

- carcinoma in situ, or
- Stage 1A malignant melanoma (melanoma less than or equal to 1.0 mm in thickness, not ulcerated and without Clark level IV or V invasion), or
- Any non-melanoma skin cancer that has not metastasized, or
- Stage A (T1a or T1b) prostate cancer

Moratorium Period Exclusion

No benefit will be payable under this condition if:

Within the first 90 days following the later of:

- The effective date of the policy, or
- The effective date of last reinstatement of the policy,

The Insured Person has any of the following:

- Signs, symptoms or investigations, that lead to a diagnosis of cancer (covered or excluded under the policy), regardless of when diagnosis is made,
- A diagnosis of cancer (covered or excluded under the policy).

This medical information as described above must be reported to the Company within six (6) months of the date of the diagnosis. If this information is not provided, the Company has the right to deny any claim for cancer or, any critical illness caused by any cancer or its treatment."

Heart Attack (Myocardial Infarction):

is defined as "a definite diagnosis of the death of a portion of heart muscle due to an obstruction of blood flow, that results in:

Rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following:

a) Heart attack symptoms
b) new electrocardiogram (ECG) changes consistent with a heart attack
c) Development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

The diagnosis of Heart Attack must be made by a Specialist."

Exclusion: No benefit will be payable under this condition for:

a) Elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves, or
b) ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above.

SAMPLE

DEFINITIONS OF COVERED CRITICAL CONDITIONS – continued

Stroke (Cerebrovascular Accident):

is defined as "a definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from and extra-cranial source with:

a) Acute onset of new neurological symptoms, and
b) New objective neurological deficits on clinical examination.

Persisting for more than thirty (30) days following the date of diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing. The diagnosis of Stroke must be made by a Specialist."

Exclusion: No benefit will be payable under this condition for:

a) Transient Ischaemic Attacks; or
b) Intracerebral vascular events due to trauma; or
c) Lacunar infarcts which do not meet the definition of stroke as described above.

Alzheimer's Disease:

is defined as "a definitive diagnosis of a progressive degenerative disease of the brain. The Person Insured must exhibit the loss of intellectual capacity involving impairment of memory and judgment, which results in a significant reduction in mental and social functioning, and requires a minimum of 8 hours of daily supervision. The diagnosis of Alzheimer's Disease must be made by a Specialist."

Exclusions: No benefit will be payable under this condition for all other dementing organic brain disorders and psychiatric illnesses.

Aortic Surgery:

is defined as "the undergoing of surgery for disease of the aorta requiring excision and surgical replacement of the diseased aorta with a graft. Aorta refers to the thoracic and abdominal aorta but not its branches. The surgery must be determined to be medically necessary by a Specialist"

Aplastic Anaemia:

is defined as "a definite diagnosis of chronic persistent bone marrow failure, confirmed by biopsy, which results in anaemia neutropenia and thrombocytopenia requiring blood product transfusion, and treatment with at least one (1) of the following:

a) marrow stimulating agents;
b) immunosuppressive agents; or
c) bone marrow transplantation.

The diagnosis of Aplastic Anaemia must be made by a Specialist."

Bacterial Meningitis:

is defined as "a definite diagnosis of Meningitis, confirmed by cerebrospinal fluid showing growth of pathogenic bacteria in culture, resulting in neurological deficit documented for at least ninety (90) days from date of Diagnosis. The diagnosis of Bacterial Meningitis must be made by a Specialist."

Exclusion: No benefit will be payable under this condition for viral meningitis.

SAMPLE

DEFINITIONS OF COVERED CRITICAL CONDITIONS – continued

Benign Brain Tumour: *is defined as* "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 tumour must require surgical or radiation treatment or cause irreversible objective neurological deficit(s). The diagnosis of Benign Brain Tumour must be made by a Specialist."

Exclusions: No benefit will be payable under this condition for pituitary adenomas less than 10mm.

Moratorium Period Exclusion

No benefit will be payable under this condition if:
Within the first ninety (90) days following the later of:

- The effective date of the policy, or
- The effective date of last reinstatement of the policy

The Insured Person has any of the following:

- Signs, symptoms or investigations that lead to a diagnosis of Benign Brain Tumour, regardless of when the diagnosis is made,
- A diagnosis of Benign Brain Tumour

This medical information as described above must be reported to the Company within six (6) months of the date of the diagnosis. If this information is not provided, the Company has the right to deny any claim for Benign Brain Tumour or, any critical illness caused by any Benign Brain Tumour or its treatment.

Blindness: *is defined as* "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 is less than 20 degrees in both eyes.

The diagnosis of Blindness must be made by a Specialist."

Coronary Artery Bypass Surgery: *is defined as* "the undergoing of heart Surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts. The diagnosis of Coronary Artery Bypass Surgery must be determined to be medically necessary by a Specialist."

Exclusions: Coronary Artery Bypass Surgery does not include any non-surgical or trans-catheter techniques such as balloon angioplasty or laser relief of an obstruction.

Coma: *is defined as* "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 ninety-six (96) hours, and for which period the Glasgow coma score must be four (4) or less. The diagnosis of Coma must be made by a Specialist."

Exclusions: No benefit will be payable under this condition for:

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

Deafness: *is defined as* "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."

SAMPLE

DEFINITIONS OF COVERED CRITICAL CONDITIONS – continued

Heart Valve Replacement: *is defined as* "the undergoing of surgery to replace any heart valve with either a natural or mechanical valve. The surgery must be determined to be medically necessary by a Specialist."

Exclusion: No benefit will be payable under this condition for heart valve repair.

Kidney Failure: *is defined as* "a definite diagnosis of chronic irreversible failure of both kidneys to function, as a result of which either regular haemodialysis, peritoneal dialysis or renal transplantation is initiated. The diagnosis of Kidney Failure must be made by a Specialist."

Loss of Independent Existence: *is defined as* "a definite diagnosis of:

a) a total inability to perform by oneself, at least two (2) of the following six (6) Activities of Daily Living, or
b) Cognitive Impairment as defined below.

for a continuous period of at least ninety (90) days with no reasonable chance of recovery. The diagnosis of Loss of Independent Existence must be made by a Specialist.

Activities of Daily Living are:

- Bathing–the ability to wash oneself in a bathtub, shower, or by sponge bath, with or without the aid of equipment.
- Dressing–the ability to put on and remove necessary clothing including braces, artificial limbs or other surgical appliances.
- Toileting–the ability to get on and off the toilet and maintain personal hygiene.
- Bladder and Bowel Continence–the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained.
- Transferring–the ability to move in and out of a bed, chair or wheelchair, with or without the use of equipment.
- Feeding–the ability to consume food or drink that has already been prepared and made available, with or without the use of adaptive utensils"

Cognitive Impairment *is defined as* "mental deterioration and loss of intellectual ability, evidenced by deterioration in memory, orientation and reasoning, which is measurable and results from demonstrable organic cause as diagnosed by a Specialist. The degree of cognitive impairment must be sufficiently severe as to require a minimum of eight (8) hours of daily supervision.

Determination of a Cognitive Impairment will be made on the basis of clinical data and valid standardized measures of such impairments."

Exclusions: No benefit will be payable under this condition for any mental or nervous disorder without a demonstrable organic cause.

Loss of Limbs: *is defined as* "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: *is defined as* "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 one hundred eighty (180) days. The diagnosis of Loss of Speech must be made by a Specialist."

Exclusions: No benefit will be payable under this condition for all psychiatric related causes.

Major Organ Failure on Waiting List: *is defined as* "the definite diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys, or bone marrow. 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. For the purposes of the Survival Period, the date of Diagnosis is the date of the Insured Person's enrollment in the transplant centre. The diagnosis of the major organ failure must be made by a Specialist."

SAMPLE

DEFINITIONS OF COVERED CRITICAL CONDITIONS – continued

Major Organ Transplant: *is defined as* "the 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: *is defined as* "a definitive 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, and is limited to these conditions. The diagnosis of Motor Neuron disease must be made by a Specialist. "

Multiple Sclerosis: *is defined as* "a definite diagnosis of at least one of the following:

a) Two or more separate clinical attacks, confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination; or
b) Well-defined neurological abnormalities lasting more than six (6) months, confirmed by MRI imaging of the nervous system, showing multiple lesions of demyelination; or
c) A single attack, confirmed by repeated MRI imaging of the nervous system, which shows multiple lesions of demyelination which have developed at intervals at least one month apart.

The diagnosis of Multiple Sclerosis must be made by a Specialist."

Occupational HIV Infection: *is defined as* "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 the policy, or the effective date of last reinstatement of the policy.

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

- the accidental injury must be reported to Equitable Life within fourteen (14) days of the accidental injury;
- a serum HIV test must be taken within fourteen (14) days of the accidental injury and the test result must be negative;
- a serum HIV test must be taken between ninety (90) days and one hundred eighty days (180) 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;
- 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 this condition 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: *is defined as* "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 ninety (90) days following the precipitating event. The diagnosis of Paralysis must be made by a Specialist."

SAMPLE

DEFINITIONS OF COVERED CRITICAL CONDITIONS – continued

Parkinson's Disease: *is defined as* "a definitive diagnosis of primary idiopathic Parkinson's Disease, which is characterized by a minimum of two (2) or more of the following clinical manifestations: muscle rigidity, tremor, or bradykinesis (abnormal slowness of movement, sluggishness of physical and mental responses). The Person Insured must require substantial physical assistance from another adult to perform two (2) of the following six (6) Activities of Daily Living. The diagnosis of Parkinson's Disease must be made by a Specialist.

Activities of Daily Living are:

- Bathing-the ability to wash oneself in a bathtub, shower, or by sponge bath, with or without the aid of equipment.
- Dressing-the ability to put on and remove necessary clothing including braces, artificial limbs or other surgical appliances.
- Toileting-the ability to get on and off the toilet and maintain personal hygiene.
- Bladder and Bowel Continence-the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained.
- Transferring-the ability to move in and out of a bed, chair or wheelchair, with or without the use of equipment.
- Feeding-the ability to consume food or drink that has already been prepared and made available, with or without the use of adaptive utensils"

Exclusions: No benefit will be payable under this condition for all other types of Parkinsonism.

Severe Burns: *is defined as* "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."

SAMPLE

EXCLUSIONS AND LIMITATIONS

Exclusions:

In addition to the Exclusions noted in the Definitions of Covered Critical Conditions section of this Policy and under the Early Detection Benefit Covered Conditions, no EquiLiving Benefit or Early Detection Benefit will be paid if the Person Insured is diagnosed with a Covered Condition which arises directly or indirectly from:

- suicide attempt or self-inflicted injury while sane or insane;
- misuse of medication or the use of illegal drugs or intoxicants;
- the failure to seek or follow the medical advice of a physician who is licensed and practicing medicine;
- war, or any act or incident of war, whether declared or not, or any conflict between the armed services of countries or international organizations;
- terrorism;
- committing or attempting to commit a criminal offence;
- operating a motor vehicle while the concentration of alcohol in one-hundred (100) milliliters of blood exceeds eighty (80) milligrams;
- taking a poisonous substance or inhaling toxic gases or fumes

Covered Critical Condition or Early Detection Benefit Covered Condition Outside of Canada:

If the occurrence or diagnosis of one of the Covered Critical Conditions or Early Detection Benefit Covered Conditions occurs outside of Canada, the EquiLiving Benefit or Early Detection Benefit will be payable only if all of the following conditions are satisfied:

a) The complete medical records are made available and provided to Equitable Life
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;
   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.
c) The Person Insured must undergo an independent medical examination by a Licensed Canadian Physician 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.

SAMPLE

PREMIUMS

Premiums: All premiums are payable to Equitable Life and must be received in our Head Office in Waterloo, Ontario.

Premiums are payable for the period specified in the Premium Schedule of this Policy. With Level to Age 75 as your premium type, your premiums are guaranteed for the life of your Policy. At the Policy Anniversary nearest the Person Insured's attained Age 75, premiums will cease and this Policy and all your insurance coverages, riders and benefits will terminate.

Premium Tax: The premiums shown in the Premium Schedule include a provision for Premium Tax. Equitable Life remits the Premium Tax to the Government(s) on your behalf.

Grace Period: A Grace Period of thirty-one (31) days is allowed for the payment of renewal premiums, during which time this Policy will remain in force.

This Policy will lapse and all liability of the Company under the Policy will terminate at the end of the thirty-one (31) day Grace Period following an unpaid renewal premium.

If the Person Insured is Diagnosed with a Covered Condition during the Grace Period, and survives the applicable Survival Period, the EquiLiving Benefit or Early Detection Benefit, once approved, will become payable, less the premiums past due. If the Person Insured dies during the Grace Period the benefit under Return of Premiums at Death will become payable, less the premiums past due.

Reinstatement: a) If your EquiLiving Critical Illness 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 EquiLiving Critical Illness insurance policy lapses and it is not reinstated under subsection (a), you may apply to have this Policy reinstated within two (2) years following lapse of the Policy.
The requirements for Reinstatement are:

(i) evidence of ongoing good health and insurability of the Person Insured satisfactory to the Company and,
(ii) payment of all premiums, with interest (at a rate determined by the Company from time to time) from the date of lapse of this Policy.

The effective date of Reinstatement will be the date all of the above requirements for Reinstatement are met.

SAMPLE

TERMINATION OF POLICY

Termination of Policy:

In addition to any other termination or expiry provisions contained within this Policy, your Policy terminates upon the earlier of:

a) lapse of the Policy;
b) the written request of the Owner, effective on the date the notice is received by Equitable Life at its Head Office in Waterloo, Ontario;
c) the date the EquiLiving Benefit under this Policy becomes payable;
d) the date of death of the Person Insured;
e) the Expiry Date of this Policy as shown on the Policy Specifications and Description of Benefits pages of this Policy, if the EquiLiving Benefit is not paid prior to the Person Insured attaining age 75.

SAMPLE

GENERAL PROVISIONS

The following are General Provisions applicable to your EquiLiving Policy.

Assignment: This Policy 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. Equitable Life is not responsible for the validity of any Assignment.

Incontestability: Failure to disclose every fact or the misrepresentation of any fact in the application for insurance, medical examination, and any written statement or answers given as evidence of insurability within the Person Insured's or Owner's knowledge that is material to the insurance being applied for, will cause this Policy, including any riders, to be voidable by Equitable Life. Where the Policy has been in effect for two (2) years from the Effective Date, or in the case of Reinstatement, two (2) years from the last Reinstatement date, with the exception of Misstatement of Age which is described below, the failure to disclose or the misrepresentation, except in the case of fraud, will not cause this Policy including any riders to become voidable.

Any additional insurance coverages effective after the Effective Date or Reinstatement of this Policy will be considered to be incontestable only after the additional insurance coverage or the reinstated Policy has been in force from its effective date for two (2) years, except in the case of fraud.

Non-Participation: This Policy and any Riders that may be attached to it are Non-Participating, and therefore will not be eligible for dividends, nor participate in any divisible surplus of the Company.

Misstatement of Age: If the date of birth of the Person Insured has been misstated and the EquiLiving Benefit or Early Detection Benefit is payable, it will be the amount of EquiLiving Benefit (Sum Insured) or Early Detection Benefit that the premium would have purchased had the premiums been calculated based on the correct age.

Notice/ Correspondence: Any notice or correspondence that is required to be provided to you by the Company will be in writing and sent by regular mail, facsimile, or electronic mail. The notice and/or correspondence will be deemed to be received by you on the seventh (7th) business day following the mailing or transmission.

Any notice or correspondence from you will be in writing and sent by regular mail, facsimile, electronic mail (provided a signature is not required) or personal delivery and will be deemed to be received by us on the date we receive it at our Head Office in Waterloo, Ontario.

Proof of Age: Equitable Life requires satisfactory proof of the date of birth of the Person Insured before making any payment payable under this Policy.

SAMPLE

GENERAL PROVISIONS – continued

Right of Rescission: You will have ten (10) calendar days from the date you receive this Policy, to cancel it provided you have given us written notice of your request to cancel within the 10 days. If for any reason during that time you want to cancel the contract, any premiums received will be refunded as of the date Equitable Life receives your notice requesting cancellation. This contract will then be considered void from inception.

Smoker Classification: Your Policy has two Smoking Classifications:

Non smoker: the Person Insured has not used any tobacco, nicotine, or marijuana products in the twelve (12) months preceding the application for this Policy. Up to one cigar or cigarillo is permitted per month, subject to a negative continine test.

Smoker: the Person Insured has used tobacco, nicotine or marijuana products in the twelve (12) months preceding the application for this Policy.

At any time you may request that the Smoker Classification of the Person Insured be changed to Non smoker classification by providing a written declaration to Equitable Life that provides satisfactory evidence to qualify the Person Insured as a Non smoker. Equitable Life reserves the right to require evidence of good health before approving a change in Smoking Classification.

Compliance with Provincial Legislation: If any terms, conditions or provisions of this Policy 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 the contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

SAMPLE

STATUTORY CONDITIONS

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

Waiver: Equitable Life will be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by us. (This condition applies to policy owners in all Provinces and Territories, except Alberta and British Columbia)

Material Facts: No statement, made by the Owner or the Person Insured at the time of application for this contract, shall be used in defense of a claim under or to avoid this contract 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
   (i) 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 thirty (30) days from the date a claim arises under the contract for a Covered Condition.

b) within ninety (90) days from the date a claim arises under the contract for a Covered Condition, furnish to Equitable Life 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 the contract.

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 the Contract, 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 fifteen (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 Contract 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 Policy is pending.

When Money Payable: All money payable under this contract will be paid by us within sixty (60) days after we have received proof of claim.

SAMPLE