

# Amoré Policy Terms and Conditions



# Table of Contents

|  |    |
|--|----|
| <b>Part A – Definitions</b> .....                      | 1  |
| <b>Part B – Benefits</b> .....                         | 4  |
| Life Insurance Benefit .....                           | 4  |
| Fracture Benefit .....                                 | 7  |
| <b>Part C – General Provisions</b> .....               | 9  |
| Contract .....   | 9  |
| Effective Date .....                                   | 9  |
| Premiums .....   | 9  |
| Method of Payment .....                                | 9  |
| Exclusions .....                                       | 10 |
| Disclosure .....                                       | 11 |
| Age .....  | 11 |
| Policy and Coverage Termination .....                  | 12 |
| Incontestability .....                                 | 13 |
| Misrepresentation concerning smoking habits .....      | 13 |
| Reinstatement .....                                    | 13 |
| Change of Beneficiary .....                            | 14 |
| Non-participation in the Distribution of Profits ..... | 14 |
| Notice and Proof of Claim .....                        | 14 |
| Payment under the Policy .....                         | 15 |

|                               |    |
|-------------------------------|----|
| Reimbursement.....            | 15 |
| Legal Currency.....           | 15 |
| Right to Cancel.....          | 15 |
| Cash Value .....              | 16 |
| Compliance with the Law ..... | 16 |
| General Provisions.....       | 16 |

Sample

## Part A – Definitions

WHEN USED IN THIS POLICY, THE TERMS LISTED BELOW MEAN:

**ACCIDENT (OR ACCIDENTAL):** An event that occurs while the **Policy** is in force and whose cause is external, violent, sudden, fortuitous and beyond the **Life Insured's** control. If an **Accident** results in a loss that first appears over ninety (90) days after the **Accident**, that loss is the result of **Sickness**.

**BENEFICIARY:** A natural or legal person designated by the **Policy Owner**, in any written notice filed with the **Insurer**, as being entitled to receive benefits under this **Policy**.

**BENEFIT:** The amount payable for a coverage under *your* contract.

**DEPENDANT CHILD:** A child over whom the **Life Insured** exercise parental authority, or would if he or she were a minor, whom the **Life Insured** supports and who:

- Is at least twenty-one (21) years of age; or
- Is between twenty-one (21) and twenty-five (25) years of age and is a full-time student; or
- Suffers from a significant functional deficiency that occurred before his or her 21st birthday.

In addition, to be eligible the *Dependent child*:

- Must not be married or in a common-law relationship; and
- Must not have full-time *work*; and

- Must have a permanent address in Canada; and
- Must be covered by the health plan in his or her province of residence.

A **Dependent child** intending to study abroad must first take all the necessary steps to keep his or her provincial health insurance coverage. If this coverage lapses, the child will no longer be covered by this **Policy**.

A child who is born or legally adopted after this coverage comes into force is automatically covered from the age of fifteen (15) days if he or she is discharged from hospital after birth.

**INJURY:** bodily **Injury** resulting directly or indirectly from an **Accident** sustained by the **Life Insured** and independently of any **Sickness** or other cause, while the **Policy** is in force.

**INSURER:** Humania Assurance Inc., whose head office is located at 1555 Girouard Street West, Saint-Hyacinthe, Quebec, J2S 2Z6.

**LIFE INSURED:** The person designated as such in the application.

**NON-SMOKER:** excluding twelve (12) large cigars or less, a person who has not used nicotine-containing products such as cigarettes, electronic cigarettes or vaporizers, nicotine patches or gum, chewing tobacco or snuff, betel nuts, shisha/houka, small cigars, cigarillos or any product containing tobacco during the twelve (12) months prior to signing the insurance application or reinstating it.

**PHYSICIAN:** Any person legally authorized to practice medicine in Canada within the scope of his or her medical degree (M.D.), and who does not have a family or business relationship with the **Life Insured** or the **Policy Owner**.

**POLICY:** The present contract, the application for this **Policy**, any application for reinstatement, and any written request for change to the contract.

**POLICY OWNER:** The person who owns the **Policy**.

**RISK CLASS:** Where applicable, the characteristics of the **Life Insured** that determine the premium rate for a coverage. **Risk Classes** are based on the **Life Insured's** gender, age, tobacco use and health.

**SICKNESS:** A deterioration of health or a disorder of the body confirmed by a **Physician**, that is not caused by an **Injury** and whose first symptoms appear while this **Policy** is in force.

**SPOUSE:** A person who is bound to the **Life Insured** by a legally recognized marriage or a civil union, or the person with whom the **Life Insured** has been living as a common-law partner for at least one year.

Sample

## Part B – Benefits

### Life Insurance Benefit

#### Benefit

In the event of the **Life Insured's** death, the **Insurer** will pay to the **Beneficiary**, while this Policy is in force, the **benefit** indicated in the Summary of Coverages, subject to the limitations and exclusions of the **Policy**.

If, by mistake, the aggregate amount of insurance selected should exceed the maximum amount defined in the final policy terms, Humania Assurance will pay a maximum amount as defined in the policy terms, cancel the contracts more than this amount, and refund the portion of the overpayments made.

Depending on the final policy terms, this limitation clause may be included in the final policy terms:

#### Limitation

During the first two (2) years of the Policy or its reinstatement in the event of the **Life Insured's** death due to **Non-Accidental** causes, while the coverage is in effect, the **Insurer** will reimburse the premiums paid and no Life insurance benefit will be payable.

During the first two (2) years of the **Policy** or its reinstatement, the Life insurance benefit will only be payable in the event of **the Life Insured's Accidental** death.

## Premium

The premium for this coverage is indicated in the **Summary of Coverages**. **Renewal premiums, if applicable, are indicated in the Renewal Premium Schedule.**

Depending on the final policy terms, this conversion privilege clause may be included in the final policy terms:

## Conversion Privilege

While this Term life insurance coverage is in force the **Policy Owner** may request that such coverage be converted without evidence of the **Life Insured's** insurability, to a non-participating permanent life insurance **Policy** with level premiums as designated by the **Insurer** at that time.

## Conditions

The life **benefit** cannot exceed the benefit indicated in the Summary of Coverages.

The **Conversion Privilege** must be exercised prior to the **Policy** anniversary following the sixty-fifth (65th) birthday of the **Life Insured**.

The premium for the new **Policy** shall be based on:

- The **Life Insured's** attained age;
- The rates in use at the date of the conversion; and
- The **Risk Class** of this coverage.

If this coverage is issued with an extra premium or with limitations or exclusions, the converted coverage will also be issued subject to same conditions.



All additional coverages or **benefits** will be subject to satisfactory evidence of insurability.

## Termination of Coverage

In addition to the terms of this **Policy's** General Provisions, this Life Insurance coverage terminates at the earliest of the following dates:

- The date a written request from the **Policy Owner** is received by the **Insurer**, stating that he wishes to terminate this Life Insurance coverage, or the date stipulated in that request, if such date is later than the date of receipt by the **Insurer**;
- The date at which the entire coverage is converted;
- The date of termination of this coverage, as indicated in the Summary of Coverages;
- The date of the **Policy** anniversary nearest to the **Life Insured's** eightieth (80th) birthday;
- The date on which the **Life Insured** dies.

## General Provisions

The definitions, limitations and exclusions of this **Life Insurance** Coverage apply in addition to those indicated in this Policy's General Provisions.

## Fracture Benefit

### Definition

**Fracture:** A break in the continuity (complete or incomplete) of a bone, cartilage, with or without movement of fragments, as the result of an **Accident**. The Fracture must be diagnosed by a **Physician** within thirty (30) days of the **Accident** and confirmed by an X-ray.

### Benefit

If the **Life Insured**, his or her **Spouse** or his or her **Dependent Child** suffers a Fracture resulting from **Accidental injury** while the **Policy** is in force, the **Insurer** will pay the **benefit** indicated in the summary of coverage.

### Limitations

- If a single **Accident** results in multiple Fractures, the **Insurer** will pay only for the **benefit** once;
- The Fracture **benefit** is payable provided the **Insured** survives for a period of thirty (30) days immediately following the date of the said **Accident**;
- Any Fracture that exists when the coverage is issued will not be covered under this coverage.

### Termination of Coverage

In addition to the terms of the General Provisions, this coverage terminates at the earliest of the following dates:

- The date on which the **Fracture benefit** is paid;
- The date a written request to this effect is received from the **Policy Owner** or the date stipulated in that request, if later than the date of receipt;
- The date of the **Policy** anniversary nearest to the **Life Insured's** eightieth (80th) birthday;
- The date the **Life Insured** dies.

### General Provisions

The definitions, limitations and exclusions of this **Life Insurance** Coverage apply in addition to those indicated in this **Policy's** General Provisions.

## Part C – General Provisions

### Contract

This **Policy** is issued by the **Insurer** based on the application for insurance, a copy of which is attached, as well as on any document subsequently submitted to reinstate or change the **Policy**. No representative is authorized to change this **Policy** or to render null any of its provisions.

Any change to the **Policy** or its coverages must be signed by an officer of the **Insurer**.

### Effective Date

This **Policy** takes effect on the date the **Insurer** approves the application, provided the application is approved without change, the first premium has been paid, and no change has occurred in the **Life Insured's** insurability since the application for insurance or reinstatement was signed.

### Premiums

The premium of each coverage is indicated in the Summary of Coverages.

### Method of Payment

Premium is payable monthly by automatic pre-authorized withdrawals. A premium paid by cheque or pre-authorized withdrawal is only considered paid if the payment is honoured.

A grace period of thirty (30) days is granted for payment of each premium except the first. If the premium remains unpaid after the grace period, this **Policy** lapses, and all insurance coverage terminates.

The **Insurer** will deduct outstanding premiums from any amount payable.

## Exclusions

For Life Insurance Benefit:

No death **benefit** is payable if the **Life Insured** commits suicide within two (2) years of the effective date of coverage or the last reinstatement of this **Policy**, whether he or she is sane or insane.

For Accidental Death Benefit:

No Accidental Death benefit will be payable that result from:

- Attempted suicide or intentionally self-inflicted Injury or dismemberment, whether the Life Insured is sane or insane;
- The Life Insured's participation in the commission or attempted commission of an unlawful act or crime, driving a motor vehicle or piloting a boat while under the influence or narcotics or while his or her blood alcohol concentration exceeded the legal limit;
- Drug addiction, alcohol abuse or the use of hallucinogens, drugs or narcotics;

- Service, whether or not as a combatant, with armed forces engaged in surveillance, training, peacekeeping, insurrection, war (whether or not declared), or any related act, or the Life Insured's participation in a popular uprising;
- Injury sustained during a flight, except if the Life Insured is a passenger on an aircraft operated by a common carrier;
- Cosmetic surgery or elective surgery, and any resulting complication;
- Experimental treatments and treatments involving the application of new procedures or new treatments that are not yet standard practice;
- Treatments that are not yet standard practice.

## Disclosure

The **Insured**, the **Policyholder** and the **Beneficiary** shall cooperate fully with the **Insurer** and shall disclose to the **Insurer** in the application, at the time of medical examination, if any, and in a written statement or answer given as evidence of insurability, all facts known to them which are essential to the insurance and are not declared by the other. The **Insured**, the **Policyholder** and the **Beneficiary** must also sign any form or other document enabling the Insurer to obtain any relevant information.

Subject to the sections dealing with incontestability and age, failure to disclose or misrepresentation of any such fact shall render the contract voidable by the **Insurer**.

## Age

For the purposes of this **Policy**, the **Life Insured's** age is the age attained at his or her nearest birthday when a coverage is issued. If, mistakenly or otherwise, the age used to

calculate the premium is incorrect, any amount payable by the **Insurer** will be adjusted to reflect the correct age.

## Policy and Coverage Termination

Unless stipulated otherwise in each coverage, this **Policy** and its coverages terminate at the earliest of the following dates:

The date a written request from the **Policy Owner** is received by the **Insurer** stating that he wishes to terminate this **Policy**, or the date stipulated in that request, if such date is later than the date of receipt by the **Insurer**;

- The date a written request from the **Policy Owner** is received by the **Insurer** stating that he wishes to terminate this **Policy**, or the date stipulated in that request, if such date is later than the date of receipt by the **Insurer**;
- The date the grace period for premium payment expires;
- The date of the **Policy** anniversary nearest to the **Life Insured's** eightieth (80th) birthday;
- The date at which the entire coverage is converted;
- The date the **Life Insured** dies.

## Incontestability

In the absence of fraud, the **Insurer** cannot cancel or reduce a coverage that has been in force for two (2) years or that was reinstated over two (2) years previous because of misrepresentation or concealment with respect to risk.

## Misrepresentation concerning smoking habits

If the premium for this **Policy** is based on statements in the application for insurance or reinstatement to the effect that the **Life Insured** is a **Non-Smoker** and those statements are in fact false, those statements will be considered fraudulent, and this **Policy** will be void from the effective date or the reinstatement date. Accordingly, any claim paid by the **Insurer** must be reimbursed.

## Reinstatement

If this **Policy** terminates because the premium was not paid, it may be reinstated within two (2) years of the date of termination provided the **Policy Owner** requests that it be reinstated, establishes the **Life Insured's** insurability to the **Insurer's** satisfaction and pays any outstanding premiums. The periods related to incontestability and suicide apply again as of the date of the last reinstatement.

When the **Policy** is reinstated within sixty (60) days of the date of cancellation, no proof of insurability is required.



## Change of Beneficiary

Subject to applicable law, the **Policy Owner** may at any time designate or change a **Beneficiary** or revoke a **Beneficiary** designation that is not an irrevocable **Beneficiary** designation. For a change of **Beneficiary** to be recognized, the **Insurer** must receive written notice of that change. The **Insurer** bears no responsibility with respect to the validity of a **Beneficiary** designation or any change of **Beneficiary**.

## Non-participation in the Distribution of Profits

This **Policy** is a non-participating **Policy**, it does not grant any rights to a share of the **Insurer's** profits.

## Notice and Proof of Claim

All claims must be made in writing and submitted to the **Insurer** within thirty (30) days of the date of the **Accident** or **Sickness** giving rise to a claim under this Policy.

In the event of the **Life Insured's** death, the **Insurer** may, if permitted under applicable law, require an autopsy and any failure to satisfy that request will give the **Insurer** grounds to refuse payment of the **benefit**.

The **Life Insured**, the **Policy Owner** and the **Beneficiary** are required to cooperate fully with the **Insurer** by providing all the information it may require and by signing any form or other document allowing the **Insurer** to obtain any information it deems relevant.

The **Policy Owner** or any person entitled to submit a claim must provide the **Insurer** with all the documents it may require within ninety (90) days of the **Insurer's** request.

The **Policy Owner** must notify the **Insurer** of any change of address and email for the purpose of facilitating correspondence and the transmission of any document.

## Payment under the Policy

Death **benefits** will be paid to the **Beneficiary** designated in the application or in any other document subsequently submitted to the **Insurer** by the **Policy Owner**.

If the **Policy Owner** has not designated a **Beneficiary**, the death **benefit** will be payable to the **Policy owner** or the **Policy Owner's** estate.

**Fracture Benefit** will be paid to the **Policy Owner**.

## Reimbursement

No cheque in reimbursement of premiums will be issued for amounts of less than twenty dollars (\$20).

## Legal Currency

Any payment under the provisions of this **Policy** will be made in the legal currency of Canada.

## Right to Cancel

The **Policy Owner** may obtain cancellation of this **Policy**, within (15) days after receipt there of or within sixty (60) days after the **Policy** is issued to the **Policy Owner**. When a written

and signed cancellation request is received by *Humania Assurance* within these periods, any premium collected under the contract will be reimbursed to the **Policy Owner**.

## Cash Value

This **Policy** does not have any cash value.

## Compliance with the Law

Any provision of the **Policy** that, at the effective date, does not comply with legislation of the province or territory in which the **Policy** was issued is amended to meet the minimum requirements of such legislation.

## General Provisions

The exclusions, limitations and General Provisions apply to the **Policy** as well as to all coverages when they are relevant.

Some coverages contain exclusions and limitations specific to those coverages. These exclusions and limitations apply in addition to the exclusions and limitations of the General Provisions.