Sample contract

General Provisions

The contract takes effect on the Policy Date shown in the Benefit and Premium Information Schedule only if the policy has been delivered to you and the first premium has been paid to us and provided that there has been no change in the insurability of the person to be insured between the time of the application and the time the policy was delivered. It may take effect otherwise if a temporary insurance receipt has been issued.

1. DEFINITIONS - The following definitions apply to this policy:

- "We", "Us" and "Ours" and “Insurer” means FORESTERS LIFE INSURANCE COMPANY.
- "You", "Your" and “the Insured” means the owner of this policy named in the Benefit and Premium Information Schedule of this policy.
- "Age" means the Insured Person's age on his or her birthday that falls nearest to the Issue Date, plus the number of years from the Policy Date.
- "Beneficiary" means the person or entity you have named to receive some or all of the Proceeds of the policy.
- “Covered Impairment” means an illness or procedure as described under the Covered Impairment Definitions and Exclusions section of this Policy.
- "Expiry Date" means the date the Policy terminates, unless renewed in accordance with the renewal provision, if any.
- "In Force" means the Insured Person remains insured under the terms of this policy.
- "Insured Person" means the person whose health is insured. The proposed Insured Person referred to in the application becomes the Insured Person in the Policy.
- "Issue Date" means the latest of:
  a. The date shown in the Benefit and Premium Information Schedule as the Policy Date; and
  b. The date upon which the first premium is received at our office; and
  c. The date upon which all amendments, signed by you and required by us to issue the policy, are received by us at our office.
- "Policy Anniversary" means the same day and month as the Policy Date for each succeeding year that the policy remains in force.
- "Policy Date" means the date stated on the Benefit and Premium Information Schedule from which policy anniversaries, policy years, policy months and premium due dates are determined.
- "Proceeds" means the amount payable under the terms of this policy when it is surrendered, matures, when the Insured Person meets the requirements outlined in the "LifeCare Benefit" section below, or when the Insured Person dies.
- "Written Request" means a request signed by you and filed at our office in Toronto, Ontario in a written form which is satisfactory to us.
- There are additional definitions provided in the provisions of this policy and the amendments and riders to it.

2. AMENDMENTS AND WAIVER - Only our President or Vice-President together with our Secretary or Actuary have the authority to waive or agree to change any of the conditions or provisions of the policy, and then only in writing. We will not be bound by any promise or representation heretofore or hereafter made by or to any agent or person other than as specified above. If we fail to enforce any term or condition of this contract, we still retain our right to enforce all terms and conditions in future.

3. LIFECARE BENEFIT - We will pay the face amount then in effect, without interest, upon receipt of proof satisfactory to us that the Insured Person, while the policy was in force, was diagnosed as having experienced one of the illnesses or procedures specified in the Covered Impairment Definitions and Exclusions provision of the policy. The Insured Person must survive for 30 days following the diagnosis, unless a longer survival period is specified, before a LifeCare benefit will be payable. The LifeCare base policy benefit amount is payable only once, regardless of the number of Covered Impairments the Insured Person may have, and will represent full and final discharge of all claims under the policy, at which time the policy then terminates.

   We may also require the claimant to return the Policy to us. The amount payable will be paid in a single sum or in any other manner agreed upon by us and the person to whom the Proceeds are payable.

   If there is no Beneficiary entitled to receive the Proceeds with respect to this benefit, any benefit payable we will be paid to you or your estate.

   EXCLUSION
   Any condition, impairment or event not defined in the Covered Impairment Definitions and Exclusions provision is specifically excluded.

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Sample contract

4. RETURN OF PREMIUM ON DEATH - Upon the death of the Insured Person, while the policy is in force and if no claim has been made under the base policy, a death benefit will be paid equivalent to 100% return of all premiums paid into the policy to the date of death without interest (excluding any premium ratings, modal loadings or rider premiums).

5. SURVIVAL PERIOD - The Survival Period is the number of days the Insured Person must survive following diagnosis of a Covered Impairment in order for the LifeCare benefit amount to be paid. The Survival Period is normally 30 days except if a longer period is specified in the definition of the corresponding Covered Impairment. In the event the Insured Person is placed on artificial life support, we will consider the date of death to be the date the Insured Person experienced irreversible cessation of all functions of the entire brain (including brain stem) as determined by generally accepted medical criteria.

6. CONFIRMATION OF DIAGNOSIS - We reserve the right to require examination of the Insured Person and confirmation of any diagnosis of, or medical operation for, any Covered Impairment by a physician appointed by us in order for any LifeCare benefit to become payable.

7. CLAIMS OUTSIDE OF CANADA - If a diagnosis or surgery for a Covered Impairment takes place in the United States, or elsewhere outside of Canada, all of the following requirements must be satisfied, before any benefit will be payable under this policy:

   a. You or the Insured Person must fulfill any requirements that may be necessary to provide us full access to the Insured Person's complete medical records in any country or jurisdiction; and

   b. Upon our review of the claim, such medical records must provide confirmation, satisfactory to us, that:

      i) The same diagnosis or surgery would have been directed had the Covered Impairment occurred in Canada; and
      ii) Treatment would have been initiated immediately, had the condition occurred in Canada; and
      iii) Treatment received, including any surgery, would be the same treatment as would have been directed in Canada.

   We reserve the right to require examination of the Insured Person by any physician we may designate and confirmation from such physician of the diagnosis, or surgery required, for the covered condition. In the event of any elective surgery outside of Canada, such an examination will be required prior to the surgery.

8. OWNERSHIP - You, as the owner of this policy, may exercise all the rights and options that the policy provides, while the Insured Person is living, subject to the rights of any irrevocable beneficiary. If you are not the Insured Person and you die while this policy is in force, your estate will become the owner, unless you have named a contingent owner.

   Where permitted by law, you may name a new owner or contingent owner at any time while the policy is in force, by filing a written request with us. Your written request will not be effective until it has been received at our office. Once received, the change will be effective as of the date you signed the request, whether or not you or the Insured Person is alive when we receive the change. However, the change will be subject to any payments made or other action taken by us before your request was received at our office.

9. ASSIGNMENT - You can assign the policy. An assignment does not bind us until we receive written notice of it at our office. We are not responsible for its validity. The assignment should be filed with us in duplicate, and we will return a copy to you.

10. BENEFICIARY - Where permitted by law, you may appoint a beneficiary, either revocably or irrevocably. If you name a beneficiary irrevocably, your rights under this policy will be limited, and you may need the beneficiary's consent to exercise them. For example, to name a new beneficiary, you will need the irrevocable beneficiary's consent or, where permitted by law, a court order instead of that consent. If there is no beneficiary living who is entitled to receive the Proceeds when a claim is made, then any Proceeds will be payable to you or your estate.

11. MISSTATEMENT OF AGE - If the date of birth of the Insured Person has been misstated, any amount payable shall be increased or decreased at any time to the amount that would have been provided by the premium paid, as determined by us, using the correct age. However, where age affects the start or termination of insurance, the true age will govern.

12. MISREPRESENTATION & INCONTESTABILITY - We may contest this policy, treat it as void and refuse to pay benefits if any statement or answer on the application misrepresents or fails to disclose any facts material to the insurance, including, but not limited to, the smoking habits of the Insured Person. Except in the case of fraud, we will not contest this policy for the above reasons after it has been in force during the lifetime of the Insured Person for two years from the Issue Date.

In addition, if we allow you to reinstate this policy or make any change to it after it is issued, based on evidence of insurability, then we can contest that reinstatement, change, addition or increase in coverage if there is any material misrepresentation or omission in the application for reinstatement or change. Except for fraud, we will not do so after the change, addition, increase or reinstated insurance has been in effect for two years during the lifetime of the Insured Person.

However, we can refuse to pay a claim with respect to an Insured Person based on misrepresentation, whether or not there is evidence of fraud, if the claim arises from a loss incurred before the policy, addition, increase or change has been in effect for two years with respect to the Insured Person.

13. MISSTATEMENT OF SMOKING HABITS AND/OR NICOTINE USE - We rely on the answers each Insured Person provides in the application for insurance and in any application for reinstatement or change with respect to smoking, marijuana and nicotine, including any Smoking Habits Declaration/Agreement. We rely on these answers to establish the appropriate premium rate for the insurance applied for. If it is discovered at any time that the facts stated therein have been misrepresented or constitute untrue declarations, this contract will be null and void.

14. PREMIUMS - The first premium is due on the policy date. Future premium due dates are determined by the frequency of payment you selected in the application. The amount of premiums, their due dates and the period of years for which they are payable are shown in the Benefit and Premium Information Schedule. You may change the frequency of premium payment on any premium due date with our consent. We will accept premium payments on an annual basis, semi-annual basis or monthly by pre-authorized cheque. The premium for any frequency will be based on our rates in effect at the time of change. A written request for change in premium frequency must be made to us. Each premium must be paid on, or before, its due date or within the grace period.

15. GRACE PERIOD - We will allow a period of 31 days after the premium due date for payment of each premium after the first. This is the grace period. If any premium is not paid on or before its due date, that premium is in default. If that premium is still unpaid at the expiration of the grace period, this policy automatically terminates. If a LifeCare claim is approved during the Grace Period, we will deduct any outstanding premium from the LifeCare benefit before settlement of the claim.

16. RENEWABILITY PROVISION - This policy has no renewability provision.

17. REINSTATEMENT - This policy may be reinstated within two years of lapse.Reinstatement requires: (a) a written application; and (b) evidence which satisfies us of (i) the good health and (ii) other aspects of the insurability of the Insured Person; and (c) payment of overdue premiums with interest at such rates determined by us or prescribed by law; and (d) compliance with any additional administrative rules that we have in effect on the date of application for reinstatement.

    Any supplementary agreement attached to this policy will be reinstated if this policy is reinstated, subject to the terms of the supplementary agreement. We have the right to make changes in this policy before we reinstate it. Any changes will be made in or attached to the reinstated policy we send to you. There shall be no coverage if, within 90 days following the date of reinstatement of the policy, a) a diagnosis of cancer is made; or b) any signs and/or symptoms of medical problems occur that lead to investigations leading to the diagnosis of cancer.

    In the event of any diagnosis based on such a sign and/or symptom or medical problem, the policy will terminate, and our sole liability will be limited to a refund of premiums paid since the last reinstatement date. Except for this and any new provisions that are added to the reinstated policy, all rights will be the same as before the policy lapsed.

18. CURRENCY - All payments to or by us will be in Canadian dollars.

19. NON-PARTICIPATING - Your policy is non-participating. It does not earn dividends.

20. CASH VALUE - This policy does not have cash, loan, paid-up or any other non-forfeiture values.

21. TERMINATION - This policy terminates, and any premium ceases to be payable on the earliest of the following:
    a) the date any LifeCare benefit amount is paid;
    b) the date any Return of Premium benefit is paid;
    c) the policy anniversary closest to the Insured Person's 75th birthday;
    d) the date the policy lapses due to non-payment of premiums;
    e) the date the policy is cancelled.

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Sample contract

22. APPLICABLE LAW - This contract is governed by the law of the province or territory where the contract was made, which is where you signed the application in the absence of evidence to the contrary. That jurisdiction's conflict of laws rules will not apply.

23. LIMITATION PERIOD - Any person entitled to make a claim under this policy may begin a lawsuit to enforce their claim up to two years after the claim arises, or longer if permitted by applicable law. Currently, the applicable laws with respect to limitation periods are as follows, depending on which province's laws apply to this contract:

    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*** in effect in the relevant province, for contracts governed by the laws of Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Yukon, Northwest Territories, or Nunavut;
    - ***the Limitations Act*** in effect in Saskatchewan or Newfoundland, for contracts governed by the laws of those provinces;
    - ***the Limitations Act, 2002,*** for contracts governed by Ontario law;
    - ***the Civil Code,*** for contracts governed by Quebec law.

    However, please note that laws with respect to limitation periods may change from time to time, so it's important to check the most recent laws when a claim arises.

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Definitions

Any illness or disorder not specifically defined under the "Covered Impairment Definitions" shall not be insured under these LifeCare provisions and no benefit shall be payable. Payment is limited to only the first Covered Impairment to occur as defined in these provisions. We reserve the right to require examination of the Insured Person and confirmation of the diagnosis of Covered Impairment by a physician appointed by us.

Where used in the definitions below, the term "diagnosis" shall mean the certified diagnosis of Covered Impairment by a physician.

Where used in the definitions below, the term "physician" means a medical doctor, licensed and practicing medicine in Canada, or in another jurisdiction as we may approve. The physician must be a person other than you, the Insured Person or a relative or business associate of either.

COVERED IMPAIRMENT DEFINITIONS

The LifeCare Benefit pays a one-time, lump sum benefit if the Insured Person is diagnosed with one of the covered illnesses or has undergone a covered procedure as defined and specified below.

CANCER (Life Threatening) - The diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This includes leukemia and Hodgkin's disease, but excludes non-invasive cancer in situ, stage A (T1a and T1b) prostate cancer, and any skin cancer other than malignant melanoma into the dermis or deeper. No benefit under this condition will be available if the earlier of a) the date of diagnosis or b) the date of signs and/or symptoms and/or medical consultations that led to diagnosis, is within the first 90 days from the effective date of the policy (or from the effective date of last reinstatement).

HEART ATTACK (Myocardial Infarction) - The diagnosis of the death of a portion of heart muscle as a result of inadequate blood supply as evidenced by a) new electrocardiographic (ECG) changes indicative of a myocardial infarction, and by b) the elevation of cardiac biochemical markers to levels considered diagnostic for acute infarction. Heart attack does not include an incidental finding of ECG changes suggesting a prior myocardial infarction, in the absence of corroborating event. Heart attack does not include elevation of cardiac markers due to coronary angioplasty unless there are diagnostic changes of new Q wave infarction on the ECG.

STROKE (Cerebrovascular Accident) - The diagnosis of any cerebrovascular incident producing neurological sequelae lasting more than 24 hours and including infarction of brain tissue, hemorrhage or embolism from an extra-cranial source. There must be evidence of permanent neurological deficit. Transient Ischemic Attacks are specifically excluded.

CORONARY ARTERY BYPASS SURGERY - Defined as the undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts. This excludes any elective surgery or non-surgical techniques such as balloon angioplasty or laser relief of an obstruction.

KIDNEY FAILURE (End Stage Renal Disease) - The diagnosis of end stage renal disease, presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular peritoneal dialysis, hemodialysis or renal transplantation is initiated.

MAJOR ORGAN TRANSPLANT - The diagnosis of the irreversible failure of the heart, both lungs, liver, pancreas, both kidneys or bone marrow. Transplantation must be medically necessary. The Insured Person must undergo surgery as a recipient of a transplant of a heart, lung, liver, pancreas, kidney or bone marrow.

AORTIC SURGERY - The diagnosis by a physician certified as a cardiologist of the need for and actual 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.

HEART VALVE REPLACEMENT - The diagnosis by a physician certified as a cardiologist of the need for and actual undergoing of the replacement of any heart valve with either a natural or mechanical valve. Heart valve repair is specifically excluded.

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BLINDNESS - Defined as permanent loss of sight in both eyes, as confirmed by an ophthalmologist registered to practice in Canada. The connected visual acuity must be worse than 20/200 in both eyes, or the field of vision must be less than 20 degrees in both eyes.

DEAFNESS - Defined as the total, permanent and profound loss of hearing in both ears, with an auditory threshold of more than 90 decibels within the speech threshold of 500 to 3,000 cycles per second, as confirmed by an otolaryngologist.

PARALYSIS (Paraplegia, Hemiplegia & Quadriplegia) - Defined as the complete and permanent loss of use of two or more limbs for a continuous period of 90 days following the precipitating event, during which time there has been no sign of improvement. All psychiatric causes are specifically excluded.

MULTIPLE SCLEROSIS - The unequivocal diagnosis of definite Multiple Sclerosis by a consultant neurologist, holding an appointment as such in a major Canadian hospital, of well-defined neurological abnormalities persisting for a continuous period of at least 6 months, and confirmed by modern investigational techniques such as image scanning. Neurological abnormalities in this context must be evidenced by the typical symptoms of demyelination with resultant impairment of the brain stem or spinal cord, but the Insured Person is not necessarily confined to a wheelchair.

BURNS - Defined as severe burns shall mean the diagnosis by a physician, who is a certified Plastic Surgeon licensed and practicing in Canada, that the Insured Person has sustained third degree burns covering at least 20% of the surface area of his or her body.

COMA - Defined as a state of unconsciousness with no reaction to external stimuli or response to internal needs, continuing for at least four days. Life support systems must be required throughout the period of unconsciousness.

LOSS OF SPEECH - Defined as the total and irreversible loss of the ability to speak as the result of physical injury or disease which must be established for a continuous period of at least 180 days. All psychiatric related causes are specifically excluded.

LOSS OF LIMBS - Defined as the irreversible severance of two or more limbs from above the wrist or ankle joint as the result of an accident or medically required amputations.

MOTOR NEURON DISEASE - The unequivocal diagnosis of Motor Neuron Disease by a neurologist licensed and practicing in Canada. This definition includes the following conditions: a) Amyotrophic Lateral Sclerosis; b) Primary Lateral Sclerosis;
c) Progressive spinal muscular atrophy; d) Progressive bulbar palsy, and e) Pseudo bulbar palsy.

ALZHEIMER'S DISEASE - The diagnosis by a physician, who is either a certified neurologist or a certified psychiatrist, licensed and practicing in Canada, that the Insured Person has Alzheimer's Disease, which is a progressive degenerative disease of the brain. The diagnosis must also be supported by medical evidence that the Insured Person exhibits loss of intellectual capacity resulting in impairment of memory and judgement, which results in a significant reduction in mental and social functioning, such that the Insured Person requires supervision on a daily basis. All other dementing organic brain disorders and psychiatric illnesses are excluded from this insured Covered Condition.

PARKINSON'S DISEASE - The definitive diagnosis by a specialist of primary idiopathic Parkinson's Disease, which is characterized by a minimum of two or more of the following clinical manifestations: a) tremor; b) muscle rigidity; c) bradykinesis (abnormal slowness of movement, sluggishness of physical and mental responses). The Insured Person must require substantial physical assistance from another adult to perform two or more of the six activities of Daily Living (ADL's are bathing, dressing, toileting, bladder and bowel continence, transferring, feeding). All other types of Parkinsonism are excluded.

OCCUPATIONAL HIV INFECTION - The diagnosis of infection with the Human Immunodeficiency Virus (HIV) resulting from an accidental injury which occurred in Canada during the course of the Insured Person's normal occupation which exposed the Insured Person to HIV contaminated blood or bodily fluids. Any accidental injury must be reported to the Insurer, and an HIV test taken, showing negative results within fourteen (14) days of the event. Between 90 days and 180 days after the accidental injury, and HIV test must be taken and the result must be positive. We must be given access to independently test all the blood samples used and to take such additional samples as deemed necessary. All HIV tests must be performed by facilities approved by the Insurer. The accidental injury must have been reported, investigated and documented in accordance with Canadian workplace guidelines. HIV infection resulting from or transmitted by any other means, including but not limited to sexual activity or recreational drug use is specifically excluded. This benefit will not apply if the Insured Person has elected not to take any available licensed vaccine offering protection against HIV which becomes available prior to the accident or where a licensed cure for HIV infection has become available prior to the accident.

LOSS OF INDEPENDENT EXISTENCE - Defined as an unequivocal diagnosis by a specialist for a continuous period of 90 days of either:

a) Being totally and permanently unable to perform, by oneself, at least *TWO* of the following six Activities of Daily Living with no reasonable chance of recovery;

   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 to and from 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 bed, chair or wheelchair, with or without the use of equipment
   - Feeding - the ability to consume food that has already been prepared and made available, with or without the use of adaptive utensils.

OR

b) Cognitive Impairment as defined below:

   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 continuous daily supervision.

   Determination of Cognitive Impairment will be made on the basis of clinical data and valid standardized measures of such impairments. A mental or nervous disorder without a demonstrable organic cause is not covered.

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Exclusions and Limitations

EXCLUSIONS

No benefit is payable under this policy or associated rider if the Covered Impairment occurs directly or indirectly from:

a. Active participation in the commission or attempted commission of a criminal offence,
b. Use or intake of any drug, intoxicant, narcotic or poisonous substance except as prescribed and administered by a physician, licensed and practising in Canada,
c. Suicide or attempted suicide, or intentional self-inflicted injury while sane or insane,
d. An illness or disorder diagnosed before the Issue Date of the policy or while the policy has lapsed,
e. War or hostile action of the armed forces of any country, whether such war is declared or undeclared,
f. Failure to seek and/or follow medical advice of a physician, licensed and practising in Canada,
g. Operation or control of any vehicle which is moved or operated by any means other than muscular power, while blood alcohol concentration is in excess of 80 milligrams of alcohol per 100 millilitres of blood.

90 Day Cancer Exclusion and other related Covered Impairments Exclusion

No benefit is payable under this policy or associated rider, if within 90 days of either the Date of Issue or the effective date of any reinstatement of the policy:

a. the Insured Person is diagnosed with any form of cancer or benign brain tumour; or

b. the Insured Person has any sign or symptom, or undergoes any medical consultation or test, that leads to any diagnosis of any form of cancer or benign brain tumour, regardless of the timing of the diagnosis:

If there is any such indication of any cancer or benign brain tumour, which occurs within the time period specified, you or the Insured Person must give written notification of that occurrence to us within the following six months.

If any such diagnosis, sign/symptom, consultation, test or other indication related to cancer or benign brain tumour does occur within the time period specified above, then, while the policy is subsequently in force:

a. No form of any cancer will be considered to be qualified for the LifeCare benefit, even for any subsequent diagnosis of an unrelated cancer; and

b. There shall be no insurance coverage under this policy with respect to any illness, surgery or condition defined under any other Covered Impairment, if the diagnosis or surgery for that Covered Impairment is directly related to any cancer or benign brain tumour that occurs as specified above in the provision, or is directly related to the treatment of cancer at any time.

Statutory Conditions (Manitoba, New Brunswick, Newfoundland, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Saskatchewan and Yukon)

Conditions (Quebec)

As required by provincial and territorial insurance laws, the following statutory conditions apply to policies governed by the laws of Manitoba, New Brunswick, Newfoundland, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Saskatchewan, and the Yukon, In addition, for policies governed by Quebec law, you and we agree to be bound by these conditions.

THE CONTRACT - The application, this policy, 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.

Sample contract

WAIVER - The Insurer shall 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 the Insurer.
COPY OF APLICATION - The Insurer shall, upon request, furnish to the Insured or to a claimant under the contract a copy of the application.
MATERIAL FACTS - No statement made by the Insured or Insured Person at the time of application for this contract shall be used in defence 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.
TERMINATION BY INSURED - The Insured may terminate this contract at any time by giving written notice of termination to the Insurer by registered mail to its head office or chief agency in the province or territory, or by delivery thereof to an authorized agent of the Insurer in the province or territory, and the Insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the Insurer at the time of termination.
NOTICE AND PROOF OF CLAIM
(1) The Insured or an Insured Person, or a beneficiary entitled to make a claim, or the agent of any of them, shall
- (a) give written notice of claim to the Insurer,
  - (i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the Insurer in the province or territory, or
  - (ii) by delivery thereof to an authorized agent of the Insurer in the province or territory,

  not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
- (b) within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the Insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
- (c) if so required by the Insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

FAILURE TO GIVE NOTICE OR PROOF- Failure to give notice of claim or furnish proof of claim within the time prescribed 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 year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.
INSURER TO FURNISH FORMS FOR PROOF OF CLAIM - The Insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time he or she may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.
RIGHTS OF EXAMINATION - As a condition precedent to recovery of insurance moneys under this contract,
- (a) the claimant shall afford to the Insurer an opportunity to examine the person of the Insured Person when and so often as it reasonably requires while the claim hereunder is pending; and
- (b) in the case of death of the Insured Person, the Insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

WHEN MONEYS PAYABLE OTHER THAN FOR LOSS OF TIME - All moneys payable under this contract, other than benefits for loss of time, shall be paid by the Insurer within sixty days after it has received proof of claim.
LIMITATIONS OF ACTIONS *(applicable to Manitoba, New Brunswick, Newfoundland, Northwest Territories, Nova Scotia, Nunavut and Prince Edward Island policies only)* - An action or proceeding against the Insurer for the recovery of a claim under this contract shall not be commenced more than two years after the date the insurance money became payable or would have become payable if it had been a valid claim.

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Juvenile Rider Benefit Provisions

The following provisions are part of the policy to which they are attached, provided the Juvenile Rider Benefit is specified in the Benefit and Premium Information Schedule of this policy.

BENEFIT - The Juvenile Rider benefit pays a one-time, lump sum benefit if the Insured Child is diagnosed with one of the covered illnesses or has undergone a covered procedure as defined and specified under the Covered Impairments provisions. Benefit payable under this rider will not result in termination of the base policy of any associated riders.

PREMIUMS - The premiums for this benefit shall be included in the premiums for this policy.

INSURED CHILD - Insured Child means any child, stepchild or legally adopted child of the Life Insured named in the applciation for this Benefit who has not reached his or her 18th birthday on the date of such application. Adopted children and stepchildren are underwritten when added to the rider subsequent to issue. All eligible children are included in the policy.

SURVIVAL PERIOD - The Survival Period is the number of days the Insured Child must survive following diagnosis of a Covered Impairment in order for the LifeCare benefit amount to be paid. The Survival Period is normally 30 days except if a longer period is specified in the definition of the corresponding Covered Impairment. In the event the Insured Child is placed on artificial life support, we will consider the date of death to be the date the Insured Child experienced irreversible cessation of all functions of the entire brain (including brain stem) as determined by generally accepted medical criteria. In addition, a Child must survive 30 days after birth in order to qualify for benefits.

SUICIDE - If the Insured Child, whether sane or insane, dies as a result of suicide within two years from the Date of Issue of the Benefit or reinstatement of this Policy, our liability under this Benefit will be limited to the payment in one sum an amount equal to the premiums actually paid for this Benefit less any indebtedness.

VALIDITY - We may contest the Benefit if any statement or answer on the application misrepresents or fails to disclose any fact material to the insurance. Except for fraud, we shall not, for the above reasons, contest the Benefit after it has been in force during the lifetime of the Insured Child for two years from the date it takes effect, either on issue or on any reinstatement.

In addition, if we allow you to reinstate this Benefit or make any change to it after it is issued, based on evidence of insurability, then we can contest that reinstatement, change, addition or increase in coverage if there is any material misrepresentation or omission in the application for reinstatement or change. Except for fraud, we will not do so after the change, addition, increase or reinstated insurance has been in effect for two years during the lifetime of the Insured Child.

PROOF OF AGE - We shall be entitled to receive satisfactory proof of age of the Insured Child before settling any claim under this Benefit.

CONVERSION - There is no conversion option. Upon expiry of this rider coverage, the child must be underwritten if they wish to apply for standalone coverage.

TERMINATION - This benefit may be terminated by you by giving written notice to us at our Head Office of the intention not to renew this Benefit. The Benefit for each Insured Child named in the Benefit automatically terminates at the earlier of: the policy anniversary nearest age 21 of such Insured Child (age 25 in the case of a full-time student who is wholly dependent on the parent for support); the death of the Insured Person; the policy anniversary closest to the Insured Person's 75th birthday; and the date the policy terminates for any other reason.

EXCLUSIONS AND LIMITATIONS - No LifeCare benefit is payable under this rider if an exclusion or limitation applies as outlined in the Exclusions and Limitations section of this policy. In addition:

a. Any child(ren) born within 10 months of the effective date are fully excluded from coverage if covered condition is diagnosed within 30 days of birth.
b. Coverage is limited to children of parents between the ages of 18 and 55 and where one parent must be insurable

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Sample contract

DEFINITIONS - Any illness or disorder not specifically defined under the "Covered Impairment Definitions" shall not be insured under this rider and no benefit shall be payable. Payment is limited to only the first Covered Impairment per Insured Child to occur as defined in these provisions. We reserve the right to require examination of the Insured Child and confirmation of the diagnosis of Covered Impairment by a physician appointed by us.

Where used in the definitions following, the term “diagnosis” shall mean the certified diagnosis of Covered Impairment by a physician.

Where used in the definitions below, the term “physician” means a medical doctor, licensed and practicing medicine in Canada, or in another jurisdiction as we may approve. The physician must be a person other than you or the Insured Person and cannot be a business associate or relative of you or the Insured Person or the Insured Child.

COVERED IMPAIRMENT DEFINITIONS - JUVENILE RIDER

CANCER (Life-Threatening) - The diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This includes leukemia and Hodgkin's disease, but excludes non-invasive cancer in situ and stage 1A malignant melanoma (melanoma less than or equal to 1.0mm in thickness, not ulcerated and without level IV or V invasion). No benefit under this condition will be available if the earlier of a) the date of diagnosis or b) the date of signs/symptoms and/or medical consultations that led to diagnosis, is within the first 90 days from the effective date of the policy (or the effective date of last reinstatement).

KIDNEY FAILURE (End Stage Renal Disease) - The diagnosis of end stage renal disease, presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular peritoneal dialysis, hemodialysis or renal transplantation is initiated.

MAJOR ORGAN TRANSPLANT - The diagnosis of the irreversible failure of the heart, both lungs, liver, pancreas, both kidneys or bone marrow. Transplantation must be medically necessary. The Insured Child must undergo surgery as a recipient of a transplant of a heart, lung, liver, pancreas, kidney or bone marrow.

BLINDNESS - Defined as permanent loss of sight in both eyes, as confirmed by an ophthalmologist. The connected visual acuity must be worse than 20/200 in both eyes, or the field of vision must be less than 20 degrees in both eyes.

DEAFNESS - Defined as the total, permanent and profound loss of hearing in both ears, with an auditory threshold of more than 90 decibels within the speech threshold of 500 to 3,000 cycles per second, as confirmed by an otolaryngologist.

PARALYSIS (Paraplegia, Hemiplegia & Quadriplegia) - Defined as the complete and permanent loss of use of two or more limbs for a continuous period of 90 days following the precipitating event, during which time there has been no sign of improvement. All psychiatric causes are specifically excluded.

CONGENITAL HEART DISEASE - Diagnosis of the following heart conditions:

These conditions are covered following a 30 day survival period from diagnosis or birth whichever comes later. The diagnosis must be made by a qualified pediatric cardiologist and supported by appropriate cardiac imaging.

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

These conditions are covered only when open heart surgery is performed for correction.

The surgery must be recommended by a qualified pediatric cardiologist and performed by a cardiac surgeon in Canada or the United States.

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These conditions are covered following a 30 day survival period from diagnosis or birth whichever comes after.

Pulmonary Stenosis
Aortic Stenosis
Discrete Subvalvular Aortic Stenosis
Ventricular Septal Defect
Atrial Septal Defect

Exclusions:

a. Trans-catheter procedures such as balloon valvuloplasty or percutaneous Atrial Septal Defect closure are excluded.
b. All other congenital cardiac conditions are excluded.

CEREBRAL PALSY - A definitive diagnosis of Cerebral Palsy, a non-progressive neurological defect characterized by spasticity and incoordination of movements.

DOWN'S SYNDROME - A definitive diagnosis of Down's Syndrome supported by chromosomal evidence of Trisomy 21.

CYSTIC FIBROSIS - A definitive diagnosis of Cystic Fibrosis with evidence of chronic lung disease and pancreatic insufficiency.

MUSCULAR DYSTROPHY - A definitive diagnosis of Muscular Dystrophy, characterized by well-defined neurological abnormalities, confirmed by electromyography and muscle biopsy.

AUTISM - Defined as an organic defect in brain development characterized by failure to develop communicative language or other forms of social communication, with the diagnosis confirmed by a specialist before the third birthday.

TYPE 1 DIABETES MELLITUS - The diagnosis of Type 1 Diabetes Mellitus, characterized by absolute insulin deficiency and continuous dependence on exogenous insulin for survival. The diagnosis must be made by a qualified pediatrician or endocrinologist licensed and practicing in Canada and there must be evidence of dependence on insulin for a minimum of three months.

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Return of Premium/Reduced Paid Up Rider Benefit

The following provisions are part of the policy to which they are attached, provided the ROP/RPU Rider Benefit is specified in the Benefit and Premium Information Schedule of this policy.

BENEFIT - This rider provides for the election of either one of the following two options:

a. Return a percentage of premiums paid, without interest, which will result in cancellation of the policy and all associated riders, if all of the following conditions are satisfied: a). premiums have been paid and the policy is in force; and b). no Beneift for a covered Impairment under the base policy was payable at any time under this policy.

   The refund of premiums will be equivalent to a percentage of all annual premiums including any rider premiums (excluding any premium ratings or modal loadings), dependent on the number of years the policy has been in force, subject to the schedule outlined below.

   Any refund of premium will be paid in a lump sum.

   The ROP rider value will be paid on the policy anniversary closest to the Insured Person's 75th birthday (on expiry of the base contract), subject to the aforementioned conditions.

Or

b. Cessation of premium payments on the policy, which will result in a reduction of the face amount of the LifeCare Benefit available under the policy, if all of the following conditions are satisfied: a). premiums have been paid and the policy is in force; and b). no Benefit for a Covered Impairment under the base policy was payable at any time under this policy.

   The resultant face amount will be equivalent to a percentage of the original face amount as outlined in the Benefit and Premium Information Schedule of this policy, dependent on the number of years the policy has been inforce, subject to the schedule outlined below.

Schedule of ROP Benefit

End of policy year 10	40%
End of policy year 15	60%
End of policy year 20 and beyond	80%

The ROP/RPU Benefit is available in interim years and increases by 4% per year between years 10 and 20, and will never exceed the face amount of the policy.

PREMIUMS - The premiums for this benefit are as outlined on the Benefit and Premium Information Schedule for this policy.

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FORESTERS LIFE INSURANCE COMPANY
is a member of
Assuris

{Assuris administers the Consumer Protection Plan

which was instituted to provide protection to

the policyholders of member companies.}

This type of policy is

Covered by the Consumer Protection Plan.

Clients should read the Assuris brochure to

Understand the limitations of coverage.

Notice of Ten Day Right to Examine This Policy

The owner is allowed ten days from the date of receipt of this policy to examine its provision and if not found satisfactory, to surrender it to an office of FORESTERS LIFE INSURANCE COMPANY. Upon such surrendering, the Policy shall be deemed void from the Policy Date and any premium paid shall be refunded to the Owner immediately.

FORESTERS LIFE INSURANCE COMPANY
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TORONTO, ON
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