



# LIFE TERM INSURANCE

Emma Life Insurance Elite Rate

**Name of Owner:**

**Policy Number:**

**Effective Date:**

# Summary of Coverages

**POLICY N°:**

**INSURED:**

**RISK CLASS:**

Your contract is composed of this policy, the application, the eligibility and insurability questionnaire and any policy rider or notice of change annexed to this policy.

Please read your contract carefully, including this policy, the application and the eligibility and insurability questionnaire and validate the answers given therein. If the answers do not reflect your statement or are inaccurate, you must notify the Insurer accordingly within thirty (30) days following the delivery of the policy. Failure to notify the Insurer of any inaccuracy or erroneous statement can render the contract void. Subject to the provisions and riders of the policy, the Insurer will pay the benefits listed below when a covered event occurs.

Should the Insurer receive a request to cancel the contract or a stop-payment order on any premium due, all obligations of the Insurer under the contract terminate immediately as of the date such is received.

## COVERAGES

The following coverages have the same effective date of

DESCRIPTION	BENEFIT(S)	MODAL PREMIUM
Insurance coverage term 1 renewable and convertible		

**Your monthly payment, due on the day of each month, is**

This policy is guaranteed to be renewable up to age 65 as provided for in the policy.

Final Conversion Date :

Policy Termination Date :





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# 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 considered to be the result of *Sickness*.

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

**CARE OF A PHYSICIAN:** regular and personal care that is provided by a *Physician* and that, based on current medical standards, is appropriate for the condition underlying the *Life Insured's Disability*.

**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:** a person who has not used tobacco in any form whatsoever, including nicotine substitutes, nicotine products, in the twelve (12) months before signing the application for insurance or reinstatement.

**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 *Policyowner*.

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

**POLICYOWNER:** the person who owns this *Policy*.

**RISK CLASS:** 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.

# Part B – Life Insurance Coverage

Term 1 Renewable up to 65 years and Convertible up to 55 years

## BENEFITS

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 Schedule of Benefits **up to a maximum of \$ 1,000,000**, subject to the limitations and exclusions of *the Policy*.

**If, by mistake, the aggregate amount of insurance selected should exceed \$1,000,000, Humania Assurance will pay a maximum benefit of \$1,000,000, cancel the exceeded contracts and refund the portion of the overpayments made.**

## PREMIUM

The premium for this coverage is indicated in the **Summary** Schedule of Benefits. **Renewal premiums are indicated in the Renewal Premium Schedule. They are guaranteed for the first five (5) years of the contract.**

After the first five (5) years of the contract, the premium amounts to be paid to *Humania Assurance* are not guaranteed. This means that *Humania Assurance* may modify the payment amount once (1) a year, if necessary. For example, the premium amounts may increase if the number of benefits paid to all clients is higher than the provision used to establish the premium amount.

Whether or not you submit a claim has no direct impact on your new premium amounts. When necessary, adjustments are made for a group of contracts with similar specifications.

## CONVERSION PRIVILEGE

While this Term life insurance coverage under is in force the *Policyowner* may request that such coverage be converted without evidence of the *Life Insured's* insurability, to a non-participating whole 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 Schedule of Benefits.

The Conversion Privilege must be exercised prior to the *policy* anniversary following the fifty-fifth (55<sup>th</sup>) 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.

# Part B – Life Insurance Coverage

## 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 Policyowner 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 Schedule of Benefits;
- the date on which the *Life Insured* dies.

# Part B – Life Insurance Coverage

## Dependent Child Life Insurance Rider

### BENEFITS

In the event of the *Dependent child's* death while this coverage is in force, the *Insurer* will pay the life benefit of the *Child Life Insurance Rider* indicated in the Schedule of Benefits, subject to the limitations and exclusions of the *Policy*.

For a *Dependent child* already present by the effective date of the coverage, no life benefit is payable during the twelve (12) months following the effective date of this coverage if death results from a pre-existing condition.

The *Insurer's* liability will therefore be limited to the refund of premiums paid and the coverage will terminate without value. However, if other dependent children are present, the *Policyowner* can waive the premium refund. The coverage will therefore remain in force.

If the *Dependent child* is covered by more than one *Child Life Insurance* coverage issued by the *Insurer*, the maximum benefit is then limited to \$25,000 for all of these coverages.

### DEPENDENT CHILD

A *Dependent child* is a child over whom you exercise parental authority, or would if he or she were a minor, whom you support 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 21<sup>st</sup> 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 provided that he or she is discharged from hospital after birth.

### PRE-EXISTING CONDITION

A *Sickness* or a condition that appears during the 12-month period prior to the effective date of the coverage and for which:

- the *Dependent child* was diagnosed or was treated, hospitalized or attended to by a *Physician* or other health professional; or
- the *Dependent child* was advised to seek treatment or consult a *Physician* or other health professional; or
- the *Dependent child* was given a prescription or took medication, showed signs or symptoms or underwent tests or examinations.



## PREMIUM

The premium for this coverage is indicated in the Summary of Coverages. The premium is guaranteed for the duration of the coverage.

## CONVERSION PRIVILEGE

As long as this *Dependent child's life insurance* coverage remains in force, the *Policyowner* can convert this coverage for the *Dependent child*, without proof of insurability, to a new non-participating whole life insurance *policy* with level premiums, as designated by the *Insurer* at that time, and for which the benefit is equal to a maximum of five (5) times the value of this coverage.

The conversion privilege is only allowed at the following dates:

- within sixty (60) days preceding an event that would make the *dependent child* no longer meet the definition of *dependent child*;
- within sixty (60) days preceding the anniversary date of the *Policy*, closest to the date on which the insured reaches sixty-five (65) years old.

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

- the *Dependent child's* attained age on his or her closest birthday;
- the rates in use at the date of the conversion; and
- the *Risk Class* of this coverage.

## TERMINATION OF COVERAGE

- The date on which there is no longer a *Dependent child*;
- The date on which the principal coverage terminates;
- The date a written request from the *Policyowner* is received by the *Insurer*, stating that he wishes to terminate this Child 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 on which the entire coverage is converted for all the life insureds under this coverage.

# 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 riders 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 Schedule of Benefits.

## 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

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

## 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 a given coverage, this Policy and its coverages terminate at the earliest of the following dates:

- the date a written request from the *Policyowner* 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* sixty-fifth (65th) birthday;
- 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 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 *Policyowner* 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 ninety (90) days of the date of cancellation, no proof of insurability is required.

## CHANGE OF BENEFICIARY

Subject to applicable law, the *Policyowner* 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*.

## 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 death of the person insured, giving rise to a claim under this *Policy*.

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 *Policyowner* 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 *Policyowner* 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 date of the death of the person insured.

In the event of a failure to give notice or provide proof within the stipulated periods, the *Policyowner* or the *Beneficiary*, as applicable, shall not be entitled to receive benefits, with respect to the claim in question, for the period prior to the date on which the *Insurer* actually receives that proof.

The *Policyowner* must notify the *Insurer* of any change of address 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 *Policyowner*.

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

## 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 *Policyowner* may obtain cancellation of this *Policy*, within fifteen (15) days after receipt thereof or within sixty (60) days after the *Policy* is issued to the *Policyowner*. 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 *Policyowner*.

## CASH VALUE

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

## COMPLIANCE WITH 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 so as 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.