

PARA GROUP DISABILITY AND LIFE INSURANCE PLANS

About this Certificate

This document provides the highlights and not the details of the PARA Group Disability and Life Insurance plans. The complete terms and conditions governing the group insurance programs are found in the group insurance policies issued to the Alberta Medical Association by Manulife.

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PARA Group Disability Insurance

Policy Number 50100

Total Disability Benefit Amount

An Insured Member's Monthly Disability Income Benefit will be 75% of the Insured Member's monthly salary, before tax. The Monthly Disability Income Benefit will change only on the first of the month following a change in salary.

Total Disability Benefit

Upon receipt of evidence satisfactory to the Company that an Insured Member has become Totally Disabled prior to his 65th birthday, the Company will pay that Insured Member the Monthly Disability Income Benefit to which he is entitled during the continuance of the Total Disability.

Benefit payments shall be payable at monthly intervals computed from the end of the Elimination Period subject to the receipt of satisfactory evidence of continuing Total Disability. Payment of benefits for part of a month shall be computed at the rate of 1/30th of the Monthly Disability Income Benefit multiplied by the number of days of Total Disability during that month.

Benefits shall terminate on the earliest of:

- a) the date the Insured Member ceases to be Totally Disabled except as permitted under the *Work Re-entry* provisions;
- b) the Insured Member's 65th birthday;
- c) the date the Company deems the Insured Member has failed to furnish satisfactory evidence of continuance of Total Disability, or has failed to submit to medical examinations as required by the Company;
- d) the date the Insured Member is no longer receiving regular and personal medical supervision and treatment considered satisfactory by the Company;
- e) the date the Insured Member refuses to meet a Case Management Representative from the Company at a mutually arranged time as may be requested from time to time; or
- f) the date the Insured Member dies.

Transplant Donor or Cosmetic Surgery

If an Insured Member's Total Disability is the result of transplant surgery (where a part of the Insured Member's body is transplanted to another person) or from cosmetic surgery to improve an Insured Member's appearance or correct a disfigurement after the Insured Member's insurance has been in force for at least six (6) months and he has completed the Elimination Period, the Total Disability will be considered to be caused by Sickness and the Monthly Disability Income Benefit will be paid.

Assumed Total Disability

If, as a result of Sickness or Injury, an Insured Member totally and irrecoverably loses:

- a) the hearing in both ears; or
- b) the power of speech; or
- c) the sight of both eyes; or
- d) the use of both hands or both feet

the Insured Member will be considered to be Totally Disabled whether or not he is able to work or requires the regular care of a Physician. The Monthly Disability Income Benefit will be paid on completion of the Elimination Period.

Partial Disability Benefit

Upon receipt of evidence satisfactory to the Company that an Insured Member has become Partially Disabled prior to his 65th birthday, the Company will pay a monthly benefit for Partial Disability for as long as the Partial Disability continues.

Benefit payments shall be payable at monthly intervals computed from the end of the Elimination Period subject to the receipt of satisfactory evidence of Partial Disability.

For the first six (6) months of Partial Disability, the monthly benefit will be at least 50% of the Insured Member's Monthly Disability Income Benefit. Thereafter, the monthly benefit for Partial Disability will be based on the Insured Member's actual loss of income. Payment of benefits for part of a month shall be computed at the rate of 1/30th of the Partial Disability benefit multiplied by the number of days of Partial Disability during that month.

Benefits shall terminate on the earliest of:

- a) the date the Insured Member ceases to be Partially Disabled;
- b) the Insured Member's 65th birthday;
- c) the date the Company deems the Insured Member has failed to furnish satisfactory evidence of continuance of Partial Disability or has failed to submit to medical examinations as required by the Company;
- d) the date the Insured Member is no longer receiving regular and personal medical supervision and treatment considered satisfactory by the Company;
- e) the date the Insured Member refuses to meet a Case Management Representative from the Company at a mutually arranged time as may be requested from time to time;
- f) at the end of six (6) consecutive months where the Insured Member no longer suffers a loss of income of at least 20%.
- g) the date the Insured Member dies; or

Survivor Benefit

If an Insured Member dies during a period of Total or Partial Disability for which the Elimination Period has been completed and disability benefits are payable, a Survivor Benefit will be paid in an amount equal to three times the last monthly disability benefit actually paid for the Total or Partial Disability before the date of the Insured Member's death.

Payment will be made in a lump sum to the Insured Member's surviving spouse or, in the absence of a surviving spouse, to the Insured Member's estate. For the purposes of this Survivor Benefit provision, "**spouse**" means either:

- a) a person legally married to the Insured Member with whom the Insured Member is cohabitating at the time of his death; or
- b) a person of the opposite sex or of the same sex not legally married to the Insured Member with whom the Insured Member has cohabitated continuously for a period of at least 12 months immediately preceding the date of the Insured Member's death.

Work Re-entry

While receiving Total or Partial Disability Benefits, an Insured Member who is under age 65 may choose to join a work re-entry program. The Company will waive the need for the Insured Member to be Totally or Partially Disabled, if the Company approves the program before the Insured Member joins.

The Company will continue to pay a Total or Partial Disability Benefit in accordance with terms and conditions mutually agreeable to the Insured Member and the Company while he actively participates in the program but not beyond the remaining Maximum Benefit Period.

If the Insured Member ceases to be an active participant in the program, he may still be eligible for Total or Partial Disability Benefits provided he continues to be Totally or Partially Disabled. Benefits will not be paid beyond the remaining Maximum Benefit Period.

The Company will also pay, subject to a maximum of \$100,000, the cost of services in connection with a work re-entry program if:

- a) the Company enters into an agreement with the Insured Member on both the program and the services; and
- b) the cost of the service is not covered by another plan or program.

The Company will not pay work re-entry program costs incurred beyond the remaining Maximum Benefit Period.

Recurrent Disability

Where there are subsequent periods of Total or Partial Disability resulting from the same cause or causes interspersed with periods during which the Insured Member is not Totally or Partially and continuously Disabled according to Group Policy Number 50100, each subsequent period of disability will be treated as a recurrent disability.

If an Insured Member suffers a recurrent disability before the expiration of six (6) months from the date of termination of the previous period of disability benefit payments, the Maximum Benefit Period for the subsequent period of Total or Partial Disability shall be limited to the remaining period, if any, of the Maximum Benefit Period for the prior period of disability. If there is no period remaining, no monthly benefit will be paid as a result of such recurrent disability. The Elimination Period will not be re-applied with respect to recurrent disabilities covered by this paragraph.

If an Insured Member suffers a recurrent disability after the expiration of six (6) months following the termination of the previous period of Total or Partial Disability, such recurrent disability will be deemed a new disability for the purpose of the Elimination Period and the Maximum Benefit Period.

Reservation of Rights

In order that an Insured Member does not suffer a financial hardship while additional information is being requested, benefit payments may be extended with Reservation of Rights. Under this Reservation of Rights provision, benefits may be extended up to a maximum of three (3) months. Payment under the Reservation of Rights provision does not represent an admission of any liability on the claim nor is it a waiver by the Company of any requirements of Group Policy Number 50100. The benefits are paid with reservation of rights to demonstrate the Company's good faith and to avoid any financial hardship while the claim decision is being determined. Reimbursement of these benefits will be required in the event of misrepresentation or fraud.

HIV Positive Hepatitis B/C Positive Benefit

Eligibility

An Insured Member who tests positive for the Human Immunodeficiency Virus (HIV) or is determined to be a carrier of the Hepatitis B/C Virus (acute Viral Hepatitis) and who is in an asymptomatic infectious state will be considered eligible for a partial disability benefit, notwithstanding the fact that the Insured Member is not Totally Disabled under the terms of Group Policy Number 50100, if before he attains age 65, such condition:

- a) is required to be disclosed to the Insured Member's patients by regulations approved by an appropriate governmental authority or hospital board or an applicable medical regulatory body or licensing authority; or
- b) results in a limitation of the Insured Member's practice of medicine as a consequence of regulations approved by an appropriate governmental authority or hospital board or an applicable medical regulatory body or licensing authority; and

as a consequence of either of the situations described in paragraphs a) and b), the Insured Member suffers a loss of 20% or more of his earned income for the period before the date the condition was disclosed as provided in paragraph a) and/or his practice of medicine was limited as provided in paragraph b).

If these circumstances apply, the Company will pay a partial disability benefit. For the Insured Member's first six (6) months of partial disability, the benefit amount will be 50% of the Insured Member's Monthly Disability Income Benefit. Thereafter, the Insured Member's partial disability benefit will be based on the Insured Member's actual loss of income.

Termination of Benefit

The monthly income benefit will continue to the earliest of the following dates:

- a) the date as of which the Insured Member is determined to have recovered from the infectious state;
- b) the date the Insured Member no longer suffers a loss of earned income greater than 20%;
- c) the date the Insured Member becomes entitled to disability benefits under the definition of Total Disability in accordance with the other provisions of Group Policy Number 50100;
- d) the date the Insured Member's basic coverage terminates;
- e) the date the Insured Member attains age 65;
- f) the date of death of the Insured Member; and
- g) the date the Insured Member fails to furnish satisfactory medical or financial evidence as requested by the Company.

Disclosure

Nothing in this provision requires the Insured Member to make public his infectious state.

Work Re-entry

Where applicable, the Work Re-entry provision in this booklet may be used to assist the Insured Member to train in a new occupation or specialty.

Cost of Living Adjustment Benefit

Definitions as used in this Benefit:

"Disability Period" means the time during which the Insured Member suffers Total or Partial Disability, or the time during which the Insured Member suffers consecutive and continuous periods of Total or Partial Disability.

"Disability Anniversary Date" means each anniversary date of the start of a period of disability. The first Disability Anniversary Date will occur twelve (12) months after the date Total or Partial Disability started.

"Index Month" means the calendar month three (3) months before the Disability Anniversary Date.

"Prior Index Month" means (i) with respect to the first Disability Anniversary Date, the calendar month which is three (3) months before the Disability Period started; and (ii) with respect to all subsequent Disability Anniversary Dates, the calendar month which is three (3) months before the immediately prior Disability Anniversary Date.

"Cost of Living Adjustment" means the factor determined by the application of the following formula:

$$\frac{\text{(National C.P.I. for the latest Index Month)}}{\text{(National C.P.I. for the first Index Month)}} - 1$$

Except where the Cost of Living Adjustment is more than 0.03, it shall be reduced to 0.03 and where the Cost of Living Adjustment is less than 0.01, it shall be zero.

"Cost of Living Benefit" means the amount determined by multiplying the Cost of Living Adjustment by the Monthly Disability Income Benefit.

"Adjusted Monthly Disability Income Benefit" means the sum of the Cost of Living Adjustment Benefit determined at each Disability Anniversary Date plus the Monthly Disability Income Benefit.

Benefit Provisions

On each Disability Anniversary Date, the Company will compute the Cost of Living Benefit to adjust the Monthly Disability Income Benefit payable to the Insured Member. There will be no Cost of Living Benefit during the first year of disability.

For Total Disability - If the Insured Member suffers Total Disability and the Disability Period has continued for one (1) year, on each Disability Anniversary Date, the Cost of Living Adjustment will be determined and the Adjusted Monthly Disability Income Benefit will be payable instead of the Monthly Disability Income Benefit.

For Partial Disability - If the Insured Member suffers Partial Disability or partial disability as set out in the HIV Positive Hepatitis B/C Positive Benefit and the Disability Period has continued for (1) one year, on each Disability Anniversary Date, the Company will use the Adjusted Monthly Disability Income Benefit to calculate the partial disability benefit.

For **Recurrent Disability** - If an Insured Member suffers a recurrent disability, before the expiration of six (6) months from the date of termination of the previous period of disability benefit payments, the Disability Anniversary Date shall be the Disability Anniversary Date of the original disability. The Cost of Living Adjustment will be calculated as if there were no interruption in the period of disability.

For New Claims - A new Disability Anniversary Date shall be determined with each new claim the Insured Member may have under Group Policy Number 50100. The Cost of Living Adjustment calculated for a previous disability will not be used for a new disability.

Guaranteed Insurability Benefit Rider

The Guaranteed Insurability Benefit Rider applies to Group Policy Number 4327 and an Insured Member may exercise the coverage under this Rider upon the transfer of coverage under Group Policy Number 50100 to Group Policy Number 4327 as set out in the *Conversion of Insurance Coverage on Completion of Residency Program* provision.

Reduction of Monthly Disability Income Benefit

An Insured Member's Monthly Disability Income Benefit is reduced as follows:

1. by any of the sources specified below which apply but only to the extent necessary so that total benefits from all sources do not exceed 100% of the Insured Member's pre-disability earnings:
 - a) benefits for the same or related disability under any government plan to the extent permitted by law. This includes but is not necessarily limited to the Canada/Quebec Pension Plan (primary benefits), Workers' Compensation and automobile insurance benefits;
 - b) benefits of any kind from any retirement plan;
 - c) benefits for the same or related disability under any other plan underwritten on a group, Association or individual basis, with the exception of the \$4,000 per month coverage issued under Group Policy Number 4327;
 - d) payments of any kind made by any employer;
2. benefits that begin prior to the commencement of disability are not taken into account. Automatic cost of living increases made to government plans after the commencement of payments by the Company are not taken into account.

Exclusions

No benefits are payable for any disability:

- a) caused or contributed to by participation in any act of terrorism, riot, civil commotion, or insurrection;
- b) resulting from attempted suicide, attempted or intentionally self-inflicted Injury, unless medical evidence establishes that the Injuries are related to a mental health illness;

- c) resulting from normal pregnancy and/or childbirth; or
- d) caused or contributed to while committing or attempting to commit a criminal offense, or during any period of resulting imprisonment or confinement in a similar institution .

Pre-Existing Condition Limitation

No benefits are payable for any disability occurring within 24 months of the Insured Member's effective date of insurance coverage for any Injury, sickness or medical condition or symptom(s) (whether or not they are diagnosed) for which the Insured Member had symptoms, consulted a Physician or other health care practitioner or was provided any health- related care, advice or treatment, or that a reasonably prudent person with such injury, sickness or medical condition or symptom(s) would have consulted a Physician or any other health care practitioner, during the 12 months prior to the effective date of the Insured Member's insurance coverage.

Conversion of Insurance Coverage on Completion of Residency Program

The Insured Member has a one-time option to convert the Monthly Disability Income Benefit, the Cost of Living Adjustment and Guaranteed Insurability Benefit Riders under Group Policy Number 50100, without evidence of insurability, into the Association's Group Policy Number 4327, within 60 days of successful completion of a residency program. Such continuation of insurance coverage is subject to all of the following conditions:

- a) the Insured Member must be a member of the Association and under the age of 60 at the next policy anniversary date;
- b) the Insured Member must commence medical practice or a period of additional medical training in a residency or fellowship program, on a full-time basis for at least 25 hours per week within 90 days of successfully completing his residency program;
- c) the Insured Member must be a resident of Canada or the United States on the date the insurance coverage transfers to Group Policy Number 4327.

Insurance coverage continuing under Group Policy Number 4327 will be based on the Insured Member's attained age, a 90-day Elimination Period, gender and smoking status.

The Insured Member will be responsible for paying the required premium for the converted coverage and may also apply for the Own Occupation Rider and Retirement Protection Rider (RPR) under Group Policy Number 4327, without evidence of insurability, within 60 days of completion of residency program. After 60 days of the completion of residency program, the Insured Member may only apply for RPR or the Own Occupation Rider with evidence of insurability.

Facility of Payment

If any benefit under Group Policy Number 50100 shall be payable to the estate of an Insured Member, or to an Insured Member who is not competent to give a valid release, the Company may pay such benefit up to an amount not exceeding \$2,000 to any relative by blood or connection by marriage of the Insured Member who is deemed by the Company to be equitably entitled thereto. Any payment made by The Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Waiver of Premiums

The Company will waive the payment of any premium falling due hereunder after the Insured Member is Disabled and while the Insured Member is in receipt of benefits for longer than 90 consecutive days or after satisfying the Elimination Period. Following a period during which the Company has waived premiums, payment of premiums should resume after 31 days from the date the Insured Member is no longer Disabled, subject to provisions under Group Policy Number 50100.

PARA Group Life Insurance

Policy Number 8104

Life Insurance Benefit Amount

An Insured Member's Life Insurance Benefit is \$150,000.

Life Insurance Benefit

If an Insured Member dies, the Company will pay the Life Insurance Benefit amount to the Insured Member's Beneficiary, subject to the terms and conditions of Group Policy Number 8104.

Beneficiary

In the event of the Insured Member's death, the life benefit is payable to his beneficiary. The Insured Member may appoint or change his beneficiary at any time by completing a Beneficiary Designation form and filing (registering) it with the Association, subject to the extent permitted by law. If the Insured Member does not appoint a beneficiary, or his named beneficiary predeceases him, the Company will pay the life benefit to his estate.

Exclusion

No benefits are payable for a death which occurs within two years of the effective date of the insurance coverage under Group Policy Number 8104 if death results from self-inflicted injuries or suicide, regardless of whether the Insured Member has a mental illness or intends or understands the consequences of their actions.

Conversion of Insurance Coverage on Completion of Residency Program

On successful completion of a residency program, the Insured Member has the option to convert the insurance coverage under Group Policy Number 8104, without evidence of insurability, into the Association's Group Policy No. 4328, within 60 days of successful completion of a residency program. Such continuation of insurance coverage is subject to all of the following conditions:

- a) the Insured Member must be a member of the Association and under the age of 60;
- b) the Insured Member must be practicing medicine on a full-time basis for at least 25 hours per week;
- c) the Insured Member must be a resident of Canada or the United States on the date the insurance coverage transfers to Group Policy No. 4328.

Insurance coverage continuing under Group Policy Number 4328, will be based on the Insured Member's attained age, gender and smoking status. The Insured Member will be responsible for paying the required premium.

Conversion Privilege

(Not available to Insured Members who transfer their insurance in accordance with the terms of the *Conversion of Insurance Coverage on Completion of Residency Program* provision)

If an Insured Member's life insurance terminates due to:

- a) termination of membership in PARA, except for successful completion of a residency program;
- b) termination of membership in the class(es) of Members eligible for insurance under Group Policy Number 8104;
- c) termination of Group Policy Number 8104, and the Member has been insured under the Group Policy Number 8104 for the five (5) year period immediately preceding the termination and his insurance is not being replaced within 31 days of the termination by another contract of group insurance which provides an amount of insurance equal to or greater than the amount the Member is eligible for under the following paragraph, or
- d) an amendment to the Group Policy Number 8104 which cancels the insurance of the class of Members to which the Member belongs and the Member has been insured under the Group Policy Number 8104 for the five (5) year period immediately preceding cancellation and his insurance is not being replaced within 31 days of the date of termination by another contract of group insurance which provides an amount of insurance equal to or greater than the amount the Member is eligible for under the following paragraph;

the Member will be entitled to have issued an individual policy of insurance on his life, by the Company, without further evidence of insurability.

The policy may be any permanent life insurance plan as selected by the Company for the amount selected, except as stipulated below. Provided the Insured Member has not reached his 65th birthday, a One Year Term plan or Term to age 65 plan may be selected. If the policy is a One Year Term plan, the Insured Member may pay a single premium and the policy will be convertible as described above, except that it may not be converted to another One Year Term policy. The individual policy will not include any provision for any disability, double indemnity or other special benefit. If the Insured Member becomes entitled to have a policy issued to him pursuant to (a) or (b) above, the amount of insurance under the policy will not exceed the amount of insurance so terminated. If the Insured Member becomes entitled to have a policy issued pursuant to (c) or (d) above, the amount of insurance under the policy will not exceed the amount of life insurance so terminated less the amount of life insurance provided under the replacing contract.

The amount of insurance under the individual policy may, at the option of the Insured Member, be less than the maximum amount for which he was entitled to make application, but may not be less than the minimum amount for which the Company will then issue the policy.

If the amount of life insurance which may be converted is less than the minimum amount for which the Company will then issue, the individual policy must be for the total amount which the Insured Member may convert.

The premium for the individual policy will be based on the Company's rates at the date on which the policy becomes effective, applicable to the plan and the amount of the policy and the Insured Member's age as of his last birthday and the class of risk to which he belongs. The individual policy will be issued only if a proper written application and the required premium are received by the Company within 31 days following the date of termination of the individual's insurance under Group Policy Number 8104. The individual policy will not be effective until the end of the 31-day period.

If the Insured Member dies in the 31-day period during which the Insured Member was entitled to have issued an individual policy, an amount of insurance equal to the amount for which application could have been made will be deemed to have continued in force under Group Policy Number 8104 until death.

PARA Group Accidental Death & Dismemberment Insurance

Policy Number 8104

Accidental Death & Dismemberment Benefit Amount

The accidental death & dismemberment (AD&D) benefit is the sum that is equal to the percentage for the specific Loss listed in the *Schedule of Losses* applied to the benefit amount of \$150,000.

Schedule

Upon receipt of due proof that:

- the Insured Member has suffered a Loss shown in the *Schedule of Losses* solely by an Accident as described;
- the Accident occurred while the Insured Member was insured under this AD&D benefit; and
- the Loss occurred within 365 days after the Accident;

The Company will pay the amount applicable to the Insured Member, except in the case of the Insured Member's Loss of life where payment will be made to the Insured Member's beneficiary.

Schedule of Losses

	<u>Amount Payable (% of Principal Sum)</u>
Paralysis (Quadriplegia, Paraplegia or Hemiplegia)	200%
Loss of Life	100%
Loss of	
Both hands or both feet or sight of both eyes	100%
One hand or one foot and sight of one eye	100%
Speech and hearing both ears	100%
One hand and one foot	100%
Use of both hands or both feet	100%
Use of both arms or both legs	100%
One arm or one leg	75%
Use of one arm or one leg	75%
One hand or one foot or sight of one eye	75%
Hearing, both ears	75%
Speech	75%
Use of one hand or one foot	75%
Four fingers on same hand	33 1/3%
Thumb and index finger on same hand	33 1/3%
Four toes on same foot	25%
Hearing, one ear	25%

The Principal Sum is the amount for which the Insured Member is insured at the time of the Accident. In no event shall more than the Principal Sum be paid for all Losses sustained as a result of any one Accident except in the case of quadriplegia, paraplegia or hemiplegia where the maximum payment is 200% of the Principal Sum. The largest applicable amount only will be paid for injuries to the same limb resulting from any one Accident.

Exposure/Disappearance

When due to the disappearance, forced landing, stranding, sinking or wrecking of a conveyance, exposure is considered an accidental bodily injury, and disappearance of at least one (1) year is considered loss of life.

Air Travel

Air travel solely as a passenger is covered. The aggregate limit of the Company's liability under this section, for all Losses arising out of one single air travel Accident is \$3,000,000

Coverage is not provided while riding as a passenger in, disembarking, or boarding an aircraft while operating, learning to operate or serving as a member of a crew of an aircraft or while crop dusting, crop spraying, seeding, sky-writing, racing, aerobatics, testing, exploration, parachute descent or any other purpose.

Repatriation

When a covered Loss of life occurs 100 kms or more from the deceased's residence, up to an additional \$10,000 is payable for the actual expenses incurred for the preparation and transportation of the body for burial or cremation.

Family Transportation

When a covered Loss occurs 150 kms or more from home and the Insured Member is hospitalized, up to an additional \$5,000 is payable for accommodation and travel expenses for a member of the immediate family to be present.

Exclusions

No benefits are payable for claims resulting directly or indirectly from any of the following:

- voluntary participation in any act of terrorism, riot, civil commotion, or insurrection;
- attempted suicide, attempted or intentionally self-inflicted Injury, unless medical evidence establishes that the Injuries are related to a mental health illness;
- committing or attempting to commit a criminal offense, or during any period of resulting imprisonment or confinement in a similar institution; or
- travel or flight in any aircraft except in accordance with the *Air Travel* provision.

Insuring Provisions

Effective Date of Insurance

A Member's insurance is effective on the first day he is Actively at Work.

Termination of Insured Member's Insurance

An Insured Member's coverage terminates on the earliest of the following circumstances:

- a) immediately following the date of termination of the Insured Member's membership in PARA;
- b) on the death of the Insured Member;
- c) on date of termination of Actively at Work status for a reason other than Total or Partial Disability or an approved leave of absence;
- d) the date of the Insured Member's successful completion of a residency program;
- e) immediately prior to the first day of January coincident with or immediately following an Insured Member's 65th birthday;
- f) on the premium due date, for failure to make the required premium payment, subject to the grace period; or
- g) upon the Association's termination of Group Policy Number 50100 and 8104; except as provided in the *Conversion of Insurance Coverage on Completion of Residency Program* provisions.

General Provisions

Interpretation

A word denoting one (1) gender can be alternatively considered to denote the other gender and the singular may denote the plural and vice versa unless the context requires otherwise.

Right to Designate a Beneficiary

Coverage under this document contains a provision removing or restricting an Insured Member's right to designate persons to whom or for whose benefit insurance money is to be payable.

Limitations of Actions

For Insured Members residing in Ontario: Every action or proceeding against an insurer for the recovery of insurance money payable under Group Policy 50100 or 8104 is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

For Insured Members residing outside of Ontario: Every action or proceeding against an insurer for the recovery of insurance money payable under Group Policy 50100 or 8104 is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation of the Insured Member's province or territory.

Right to Copies of Documents

An Insured Member may obtain copies of the following documents:

- a) the Insured Member's enrollment form,
- b) this Certificate, and
- c) Group Policy Number 50100 or 8104

The first copy will be provided at no cost, but a fee may be charged for subsequent copies. All requests for copies of documents should be directed to the Association.

Assignment

An Insured Member may assign the life insurance benefit under Group Policy Number 8104. An Insured Member may not assign the disability insurance benefits under Group Policy Number 50100.

Notice of Claim

Written notice of claim must be given to the Association as soon after the occurrence or commencement of any loss covered by Group Policy Number 50100 or 8104 as is reasonably possible. Notice given by or on behalf of the claimant to the Company at its Head Office, or to any authorized agent of the Company, with information sufficient to identify Group Policy Number 50100 or 8104 and the Insured Member, shall be deemed notice to the Company.

The Company or the Association, upon receipt of a written notice of claim, will furnish forms to the claimant for filing proof of loss.

When the Insured Member has a Claim

Written notice of claim must be given to the Company as soon as reasonably possible after the occurrence or commencement of any loss. The Company or the plan's administrator will provide the Insured Member with the appropriate claim forms on receipt of notice.

Proof of loss in the event of a claim for:

Life Benefit

Proof of loss for a death benefit provided under Group Policy Number 8104 must be given in writing to the Company at its Head Office, within 180 days following the Insured Member's date of death.

Accidental Death and Dismemberment Benefit

Proof of Loss, including death, provided under Group Policy Number 8104 must be submitted within 180 days following the Insured Member's date of Loss.

Disability Benefit

Proof of loss for Monthly Disability Income Benefits under Group Policy Number 50100, written proof covering the occurrence, the character and the extent of loss must be furnished to the Company within 90 days after termination of the Elimination Period. Failure to provide proof within that time shall not invalidate nor reduce any claim if it is shown that proof of loss was provided to the Company as soon as was reasonably possible, but in no event shall the time for filing the proof of loss be extended beyond one (1) year after the time proof of loss is otherwise required.

However, if Group Policy Number 50100 or 8104 terminates, no payment will be made unless the proof required with respect to a claim, as described previously, is given to the Company at its Head Office within 90 days following the date of the termination of Group Policy Number 50100 or 8104.

Financial Information

The Company shall have the right to request the Insured Member to provide proof of income, at such intervals as it may reasonably require during the time a claim is pending for the individual or during the time the individual is receiving any disability benefits provided by Group Policy Number 50100.

Medical Treatment

An Insured Member must receive appropriate medical treatment beginning with the onset of the condition involved and continuing throughout both the Elimination Period and any subsequent Maximum Benefit Period under Group Policy Number 50100. This means treatment that involves more than examination or testing. It must be reasonable and customary, performed or prescribed by a Physician or, whenever considered necessary by the Company, a medical specialist. Treatment must be carried out as frequently as the condition requires.

Medical Examination

The Company shall have the right to have an individual examined medically, at the Company's expense, at such intervals as it may reasonably require during the time a claim is pending for the individual or during the time the individual is receiving any disability benefits provided by Group Policy Number 50100.

Insured Member's Responsibilities during Total or Partial Disability

During any period of Total or Partial Disability under Group Policy Number 50100, the Insured Member is required to make reasonable efforts to:

- a) recover from the disability, including participating in any reasonable treatment program or Work Re-entry program;
- b) return to his Regular Occupation.

If the Insured Member fails to do these things, the Company may withhold or discontinue benefits.

Definitions

Here is a list of definitions of the terms appearing in this Certificate.

"Accident" means a bodily injury that occurs solely as a result of a violent, sudden and unexpected action from an outside source.

"Actively at Work" means a Member or Insured Member is performing in his customary manner all the regular duties of his occupation as a Resident and these duties are performed at his customary place of employment or business.

"Company" means The Manufacturers Life Insurance Company (Manulife).

"Elimination Period" means 90 days of Total or Partial Disability commencing with the first day of disability during which no benefit is payable under Group Policy Number 50100. The Elimination Period must be satisfied by periods of Total or Partial Disability from the same cause accumulated within six (6) months.

"Injury" means bodily injury sustained solely through an accident directly and independently of all other causes which occurs while coverage under Group Policy Number 50100 is in force.

"Insured Member" means a Member for whom insurance is in force under the terms of Group Policy Number 50100 and 8104.

"Loss" of hand or foot means complete severance at or above the wrist or ankle joint. Loss of arm or leg means complete severance at or above the elbow or knee joint. Loss of thumb, finger or toe means complete severance at or above the first phalange. Loss of use, sight, speech or hearing means total and irrecoverable loss. Quadriplegia, paraplegia and hemiplegia means total and irrecoverable paralysis of the affected limbs.

A loss is not considered to be total and irrecoverable until it has been:

- a) certified by a Physician as being beyond remedy by surgical or other means; and
- b) uninterrupted for a period of not less than 365 days.

Each loss must be evidenced by a visible contusion or wound on the exterior of the body except in the case of drowning or internal injuries revealed by autopsy.

"Maximum Benefit Period" means the maximum period of time, as specified under the Total Disability Benefit or Partial Disability Benefit during which benefits are payable to an Insured Member.

"Member", for Group Policy Number 50100, means a ministry funded resident who is a member in good standing of the Professional Association of Resident Physicians of Alberta (PARA) who is under the age of 65.

"Member", for Group Policy Number 8104, means a resident who is a member in good standing of the Professional Association of Resident Physicians of Alberta (PARA) who is under the age of 65.

"Partial Disability" or **"Partially Disabled"** means that the Insured Member is not Totally Disabled but that as a result of Sickness or Injury he is under the regular care of a Physician and has a loss of income of at least 20% and is either:

- a) unable to perform one or more duties of his Regular Occupation; or
- b) engaged in another occupation.

"Physician" means a legally and professionally qualified physician or surgeon other than the Insured Member or a relative of the Insured Member, or a person who normally resides in the Insured Member's household.

"Regular Occupation" means the occupation(s) in which the Insured Member is regularly engaged 180 days immediately preceding the onset of Total or Partial Disability.

"Sickness" means any sickness or disease of the Insured Member.

"Total Disability" or **"Totally Disabled"** means that the Insured Member is unable to perform the essential duties of his Regular Occupation as a result of Sickness or Injury, is under the regular care of a Physician and is not engaged in any other gainful occupation.