

Accidental Death and Dismemberment Insurance

Refers to terms and conditions of group policy
(number SP 966)

Issued by The Manufacturers Life Insurance Company



**SCHEDULE II – PARTICIPANTS’
ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN
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CERTIFICATE BOOKLET

This certificate contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

“We”, “us” and “our” are The Manufacturers Life Insurance Company (the insurer of the Plan).

“You” and “your” are a Participant who is insured under the Group Policy or a person who is eligible to apply to become a Participant under the Group Policy.

The “Policyholder” is CDSPI (the holder of the Group Policy).

The Glossary below provides definitions for terms which appear in boldface when they are used. Headings are included for reference only and do not change the meanings of the terms of the Group Policy.

GLOSSARY

Dependent Child or Dependent Children

Dependent Child or Dependent Children means an unmarried child, stepchild or legally adopted child of either:

- the **Participant** or his or her legal **Spouse**, who may or may not reside with the **Participant** or his or her legal **Spouse** but is fully dependent on them for support; or
- the **Participant’s** common-law **Spouse** who is in the care and custody of both the **Participant** and his or her common-law **Spouse** residing with them and being fully dependent on them for support,

and who is under age 23, or is under age 27 and is in full-time attendance at an accredited **Institute for higher learning**, or is of any age if such child is mentally or physically handicapped.

Designated Eligible Member

A **Designated Eligible Member** is a person who is in either of the following categories and who is designated as a **Designated Eligible Member** by the Policyholder in respect of the Group Policy:

- **Students**; and
- any other individuals named by the Policyholder as a **Designated Eligible Member** in respect of the Group Policy,

provided, however, that a **Foreign National** shall not be considered a **Designated Eligible Member**.

Doctor means either a medical doctor, or a doctor of dentistry, who is legally qualified and lawfully entitled to practice medicine, or dentistry, in the jurisdiction where he or she provides medical, or dental, services and who is practicing within the scope of his or her licensed authority. Your **Doctor** must be a person other than yourself or a **Member of Your Immediate Family**.

Eligible Member

An **Eligible Member** is a dentist who is licensed or possesses a certificate for the **Practice of Dentistry** in a province or territory of Canada and who is a member of the Canadian Dental Association or a **Participating Provincial or Territorial Dental Association**.

Foreign National

Foreign National means a person who is not a Canadian citizen or a permanent resident of Canada.

Hemiplegia

Hemiplegia means total and permanent paralysis of upper and lower limbs of one side of the body.

Hospital

A **Hospital** is an establishment which:

- holds a licence as a **Hospital**, if licensing is required in the province, state or other jurisdiction;
- operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- provides 24-hour nursing service by registered or graduate nurses;
- has a staff of one or more licensed **Doctors** available at all times;
- provides organized facilities for diagnosis, and major medical surgical facilities; and
- is not primarily a clinic or rehabilitation facility, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts.

Injury or Injuries

Injury or Injuries means bodily injury occurring while the **Insured Person** is covered under the Group Policy and resulting solely and directly from accidental outward violent and visible means and not caused by or contributed to by any of the exclusions and limitations as set out in the Group Policy.

Institute for higher learning

An **Institute for higher learning** includes any university, private or community college, CEGEP or trade school.

Insured Person

An **Insured Person** is:

- the individual eligible for Accidental Death and Dismemberment Insurance coverage as described in subsection 2.1 who has received a Certificate of Insurance from us and paid the appropriate premium;
- a **Participant's Spouse**;
- a **Participant's Dependent Children**;

provided that coverage for such **Spouse** and **Dependent Children** has been applied for under the Group Policy and the appropriate premium paid.

Loss:

- as used with reference to hand or foot means complete severance at or above the wrist or ankle joint, but below the elbow, or knee joint;
- as used with reference to arm or leg means complete severance at or above the elbow or knee joint;
- as used with reference to thumb and index finger means complete severance at or above the metacarpophalangeal joint;
- as used with reference to one entire phalange or one joint between two phalanges of the thumb or index finger of the dominant hand means complete severance at or above the proximal interphalangeal joint;
- as used with reference to toes means complete severance at or above the metatarsophalangeal joint;
- as used with reference to the eye means total and permanent loss of sight of one or both eyes as confirmed by an Ophthalmologist. The corrected visual acuity must be worse than 20/200 in one or both eyes or the field of vision must be less than 20% in one or both eyes;
- as used with reference to speech means the total and irrecoverable loss of any audible understandable communication to any degree thereof; and
- as used with reference to hearing in one or both ears, means a loss with an auditory threshold of more than 90 decibels within the speech threshold of 500 to 3,000 cycles per second, as confirmed by a **Doctor** who is a certified Otolaryngologist and such loss of hearing cannot be corrected by any hearing aid, implant or device.

Loss of Use

Loss of Use means a permanent, total and irrecoverable loss of the use of the applicable organ or sense, that has been continuous for a 12-month period from the date of onset.

Member

Member means an **Eligible Member** or a **Designated Eligible Member**.

Member of the Immediate Family or Member of Your Immediate Family

Member of the Immediate Family or Member of Your Immediate Family means the **Spouse**, parents, grandparents, children aged 18 and over and siblings of the **Insured Person**.

Non-Member

A **Non-Member** means a person who is not a **Member** and who is employed by the Canadian Dental Association or a **Participating Provincial or Territorial Dental Association**.

Paraplegia

Paraplegia means total and permanent paralysis of both lower limbs.

Participant

Participant means a **Member** or **Non-Member** who is eligible for Accidental Death and Dismemberment insurance in accordance with subsection 2.1 and whose application for coverage has been received by us.

Participating Provincial or Territorial Dental Association

A **Participating Provincial or Territorial Dental Association** means a provincial or territorial dental association which, at the relevant time, is a Corporate Member of the Canadian Dental Association.

Practice of Dentistry

You are engaged in the **Practice of Dentistry** if you are:

- practicing dentistry as a general practitioner or a specialist in any manner including, without limitation, as a sole practitioner, partner, associate or employee of a professional corporation;
- employed or engaged in:
 - dental research or consulting;
 - dental and health sciences education;
 - administration in connection with the practice or profession of dentistry; or
 - the vocation of dentistry in the civil service of a provincial government or the federal government or the Canadian Armed Forces;
- undergoing a period of training as a post-graduate student;
- serving as a dental missionary; or
- otherwise receiving earned income from the vocation of dentistry.

Predecessor Plan

Predecessor Plan means the Accidental Death and Dismemberment Insurance provided to the Policyholder by American Home Assurance Company under Group Policy Number SRG 9020200.

Quadriplegia

Quadriplegia means total and permanent paralysis of both upper and lower limbs.

Sickness

Sickness means illness or disease which first manifests itself on or after the effective date of coverage.

Spouse

Spouse means either:

- the person who is legally married to you; or
- if you are not legally married, the person with whom you have cohabited in a conjugal relationship for a continuous period of at least 24 months immediately prior to your application for coverage of such person.

Your **Spouse** must be under age 70.

Student

Student means a full-time student or graduate student in a Canadian school or faculty of dentistry.

Total Disability or Totally Disabled

- **Total Disability or Totally Disabled** with respect to an **Eligible Member** whose regular occupation is the **Practice of Dentistry** means as a result of bodily **Injury** or **Sickness**, such **Eligible Member** is unable to perform the essential duties of the **Practice of Dentistry** and he or she requires the regular care and personal attendance of a **Doctor**.
- **Total Disability or Totally Disabled** with respect to any **Insured Person** other than an **Eligible Member** whose regular occupation is the **Practice of Dentistry** means, as a result of bodily **Injury** or **Sickness**, he or she is unable to engage in any gainful occupation for which he or she is qualified or may reasonably become qualified by reason of his or her training, education or experience, and he or she requires the regular care and personal attendance of a **Doctor**.

SECTION 1: INSURING AGREEMENT

We agree to insure **Insured Persons**, as described below under the heading “**Who is eligible for insurance under the Group Policy**”, for loss resulting from **Injury** as described below, subject to the exclusions, limitations and provisions of the Group Policy.

SECTION 2: ELIGIBILITY FOR INSURANCE

2.1 Who is Eligible for insurance under the Group Policy

You are eligible for insurance under the Group Policy if:

- on December 31, 2003, you were insured under the **Predecessor Plan**; or
- you are a **Member** or **Non-Member**.

Eligible Members and their families are eligible for Plan 1.

Designated Eligible Members and their families are eligible for Plan 2.

Non-Members and their families are eligible for Plan 3.

2.2 Maximum age of applicant

Insurance will not be provided under the Group Policy to any person who is 65 years old or older on the date his or her application for insurance under the Group Policy is received by the Policyholder.

2.3 Application for Accidental Death and Dismemberment Insurance

An individual who is eligible for insurance under the Group Policy may apply to us on an application provided by the Policyholder.

SECTION 3: PERIOD OF INSURANCE

3.1 When coverage becomes effective

Subject to the provisions of the Group Policy, insurance coverage takes effect on the date the application for insurance is received by the Policyholder, provided we subsequently approve such application, and in accordance with the provisions of subsection 2.1.

If you have applied for Family Coverage, the insurance coverage of a **Spouse** and/or **Dependent Child** takes effect on the later of:

- the date your insurance coverage takes effect; and
- the date such person becomes your **Spouse** and/or **Dependent Child**,

and in accordance with the above paragraph.

3.2 Renewal of coverage

As long as you continually maintain your coverage under the Group Policy by paying the premiums when due, you will not be required to reapply each year for renewal of coverage. Subject to the provisions described below under the heading "Termination of Insurance", the coverage, as described in the records of the Policyholder will be renewed automatically upon the Policyholder's receipt of the premiums due as of January 1 in the year of the renewal. You will be sent an invoice for the renewal of the coverage.

3.3 Renewal of Policy

The Group Policy may be renewed, with our consent, for further consecutive terms of 12 months, subject to the payment of the premium at the rate and in the amount determined by us at the time of renewal. The first day of each renewal term will be a premium due date.

SECTION 4: AMOUNT OF COVERAGE

4.1 Available Plans

Eligible Members and their family are eligible for Plan 1.

Designated Eligible Members and their family are eligible for Plan 2.

Non-Members and their family are eligible for Plan 3.

Plan 1 and Plan 2 Benefits (applicable to **Members and Designated Eligible Members**)

- Accidental Death and Dismemberment Benefits (Permanent Total Disability benefit applicable to **Members** only)
- Rehabilitation Benefit
- Repatriation Benefit
- Family Transportation Benefit
- In-Hospital Indemnity Benefit
- Convalescence Benefit
- Emergency Transportation Benefit
- Limited Air Travel Coverage
- Exposure & Disappearance
- Education Benefit
- Occupational Training Benefit
- Common Disaster Benefit (applicable to **Members** with Family Coverage)
- Day Care Benefit (applicable to **Members** with Family Coverage)
- Home Alteration and Vehicle Modification Benefit

If you were insured under the provisions of the Undergraduate Package (Mature Students) and you no longer qualify for such coverage because you have completed your program of dental studies, you shall have your coverage continued under the provisions of Plan 1 on the date you qualify as an **Eligible Member**.

Plan 3 Benefits (applicable to **Non-Members**)

- Accidental Death and Dismemberment Benefits
- Rehabilitation Benefit
- Repatriation Benefit
- Family Transportation Benefit
- In-Hospital Indemnity Benefit
- Convalescence Benefit
- Emergency Transportation Benefit
- Limited Air Travel Coverage
- Exposure & Disappearance
- Home Alteration and Vehicle Modification Benefit

4.2 Principal Sum

The Principal Sum is specified on your Certificate of Insurance. The following limits apply:

Plan 1: Applicable to Eligible Members

<u>Single Coverage</u>	\$50,000 to \$1,000,000 in units of \$10,000
<u>Family Coverage</u>	
Spouse only	60% of Eligible Member's Principal Sum
Dependent Children only	20% of Eligible Member's Principal Sum
Spouse and Dependent Children	Spouse: 50% of Eligible Member's Principal Sum Each Dependent Child: 10% of Eligible Member's Principal Sum

Plan 2: Applicable to Designated Eligible Members

<u>Single Coverage</u>	\$50,000 to \$500,000 in units of \$10,000
<u>Family Coverage</u>	
Spouse only	60% of the Designated Eligible Member's Principal Sum
Dependent Children only	20% of the Designated Eligible Member's Principal Sum
Spouse and Dependent Children	Spouse: 50% of the Designated Eligible Member's Principal Sum Each Dependent Child: 10% of the Designated Eligible Member's Principal Sum

Plan 3: Applicable to Non-Members

<u>Single Coverage</u>	\$50,000 to \$1,000,000 in units of \$10,000
<u>Family Coverage</u>	
Spouse only	60% of Non-Member's Principal Sum
Dependent Children only	20% of Non-Member's Principal Sum
Spouse and Dependent Children	Spouse: 50% of Non-Member's Principal Sum Each Dependent Child: 10% of Non-Member's Principal Sum

For Plans 1, 2 and 3

If coverage is being continued for a **Spouse** and/or **Dependent Children** following the **Participants'** accidental death or attainment of age 70, the Principal Sum held by the **Participant** will be used for determining the amount of continued coverage for the **Spouse** and/or **Dependent Children**. The benefit amount payable for your **Spouse** and/or **Dependent Child** will be determined at the time of claim and in accordance with the limits described above under Family Coverage.

SECTION 5: ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

5.1 Amount of coverage

If **Injury** results in **Loss** of or permanent and total **Loss of Use** of any of the following within 365 days of the accident causing such **Injury**, we will pay the sum specified:

- Life the Principal Sum
- One or both hands or arms the Principal Sum
- Sight of one or both eyes the Principal Sum
- Thumb or index finger of either hand the Principal Sum
- Speech the Principal Sum
- Hearing in one or both ears the Principal Sum
- One or both feet or legs the Principal Sum
- One entire phalange or one joint between two phalanges of the thumb or index finger of the dominant hand 10% of the Principal Sum
- All toes of one foot 25% of the Principal Sum
- **Quadriplegia** 200% of the Principal Sum
- **Paraplegia** 200% of the Principal Sum
- **Hemiplegia** 200% of the Principal Sum

5.2 Restrictions

Payment provided under the Accidental Death and Dismemberment Benefit will not be paid for more than one of the **Losses**, (the greatest), which is sustained by any **Insured Person** as the result of one accident. Benefits are not payable for loss resulting from any exclusion as described in Section 19 “Exclusions and Limitations”.

5.3 Permanent Total Disability (applicable to Members only)

If, within 365 days of the date of an accident causing **Injury**, such **Injury** totally and permanently disables

- an **Eligible Member** whose regular occupation is the **Practice of Dentistry** and, as a result of such **Injury**, such **Eligible Member** is unable to perform the essential duties of his or her regular occupation in the **Practice of Dentistry**; and he or she requires the regular care and personal attendance of a **Doctor**, or
- a **Designated Eligible Member** who is a **student** and, as a result of such **Injury**, such **student** is not physically able to attend university to pursue dental studies; or a **Doctor** has certified that such **student** should not pursue his or her dental studies because he or she will not be physically able to pursue a dental career on graduation, and the university concerned has certified that such **student** has withdrawn from the program of dental studies;

We will pay 50% of the Principal Sum less any other amount paid or payable under the Accidental Death and Dismemberment Benefit, as provided for above, as a result of the same accident, provided that:

- such total disability has continued for a period of 12 consecutive months; and
- such disability is total, continuous and permanent at the end of the 12-month period.

SECTION 6: EDUCATION BENEFIT

6.1 Benefit provisions (applicable to Members only)

If:

- an **Injury** sustained by a **Member** results in loss of life within 365 days of the date of the accident; and
- the **Member** was insured under the Group Policy for a Principal Sum of at least \$150,000,

we will pay an Education Benefit of \$5,000 in respect of each eligible **Dependent Child** of the **Member**.

6.2 Who is eligible for the Education Benefit

A **Dependent Child** is eligible for the Education Benefit if he or she:

- was enrolled as a full-time student at the secondary or post-secondary school level at the date of the **Member's** death; and
- enrolls or continues as a full-time student in an **Institute for higher learning** within 260 weeks following the date of the **Member's** death.

The Education Benefit is payable annually for a maximum of four consecutive annual payments, provided that the **Dependent Child** receiving the Education Benefit continues as a full-time student in an **Institute for higher learning**.

6.3 When the Education Benefit becomes payable

We will make the first payment on the later of:

- the date the benefit for loss of life becomes payable; and
- the date we receive proof the **Dependent Child** is a full-time student at an **Institute for higher learning**.

We will make payments for each successive school year on the date we receive proof that the **Dependent Child** continues as a full-time student at an **Institute for higher learning**.

SECTION 7: OCCUPATIONAL TRAINING BENEFIT

Benefit provisions

If you are covered under the Group Policy for a Principal Sum of at least \$150,000, and you die as a result of an accident, we will pay to your **Spouse** the reasonable and necessary expenses for formal occupational training in order to become qualified for active employment in an occupation for which he or she would not otherwise be qualified. Such expenses must be actually incurred by the **Spouse** within three years of the date of the accident and must not exceed an overall maximum of \$10,000. We will not make any payment for room, board or other ordinary living, traveling or clothing expenses.

SECTION 8: REHABILITATION BENEFIT

If we make a payment under the Accidental Death and Dismemberment Benefits section of the Group Policy as a result of **Injury** to an **Insured Person**, we will pay for the reasonable and necessary expenses actually incurred for special training of the **Insured Person** to a maximum of \$10,000, provided that:

- such training is required because of such **Injuries** and in order for the **Insured Person** to be qualified to engage in an occupation in which he or she would not have been engaged except for such **Injuries**;

- such expenses are incurred within two years of the date of the accident; and
- no payment will be made for ordinary living, traveling or clothing expenses.

SECTION 9: REPATRIATION BENEFIT

If **Injury** results in the death of an **Insured Person** at least 50 kilometers from the **Insured Person's** normal place of residence and within 365 days of the date of the accident, we will pay the actual expenses incurred for preparing the **Insured Person** for burial or cremation and for the shipment of the body of the **Insured Person** to his or her city of residence, to a maximum of \$10,000.

SECTION 10: FAMILY TRANSPORTATION BENEFIT

If, as a result of **Injuries** covered under the Group Policy:

- an **Insured Person** is confined to a **Hospital** located more than 200 kilometers from his or her normal place of residence, within 365 days of the date of the accident; and
- the attending **Doctor** recommends the personal attendance of a **Member of the Immediate Family** of the **Insured Person**,

we will pay the actual expenses, to a maximum of \$10,000, incurred by such **Member of the Immediate Family** for transportation, to the **Insured Person**, by a licensed common carrier.

SECTION 11: COMMON DISASTER BENEFIT

Benefit provisions (applicable only to Members with Family Coverage)

If a **Member** has Family Coverage covering his or her **Spouse** and, as a result of **Injuries** covered under the Group Policy, the **Member** and his or her **Spouse** both die as a result of **Injuries** sustained in the same accident and within 90 days of such accident, the Principal Sum payable for the death of the **Spouse** will be increased to equal that payable for the death of the **Member**.

SECTION 12: DAY CARE BENEFIT

Benefit provision (applicable only to Members with Family Coverage)

If an amount becomes payable under the Group Policy for the accidental death of an insured **Member** or his or her insured **Spouse**, who at the date of the accident had also insured his or her **Dependent Children** under the Group Policy, we will pay the actual cost charged per year by such day care centre for any such **Dependent Child**:

- up to 3% of the insured **Member's** or his or her insured **Spouse's** Principal Sum; or
- up to \$5,000

whichever is less. The Day Care Benefit is payable annually for a maximum of four consecutive annual payments, provided that the **Dependent Child** is under the age of 13 and enrolled at an accredited day care centre at the date of such death or within 90 days following such death, and provided that the Dependent Child remains enrolled in such accredited day care centre.

SECTION 13: IN-HOSPITAL INDEMNITY BENEFIT

If an **Injury** covered under the Group Policy requires that an **Insured Person** be confined to a **Hospital** for more than five consecutive days, we will pay \$100 per day to the **Insured Person**, retroactive to the first day of **Hospital** confinement. This benefit is limited to a total of 365 days for any **Injury** covered under the Group Policy. Successive periods of **Hospital** confinement for loss from the same **Injury** separated by a period of less than one month will be considered as one period of **Hospital** confinement.

SECTION 14: CONVALESCENCE BENEFIT

If an **Insured Person** has received the In-Hospital Indemnity Benefit described above and, as a result of an **Injury** covered under the Group Policy, requires a period of convalescence following release from **Hospital**, we will pay an additional lump sum Convalescence Benefit equal to 100% of the **Insured Person's** In-Hospital Indemnity Benefit.

SECTION 15: EMERGENCY TRANSPORTATION BENEFIT

If an **Injury** covered under the Group Policy requires immediate medical attention, we will pay the actual reasonable costs incurred for transporting the **Insured Person** to and from a **Doctor's** office or the nearest **Hospital** by any conveyance licensed to carry passengers for hire, to a maximum of \$200 for any ground conveyance and \$2,000 for any air conveyance.

SECTION 16: LIMITED AIR TRAVEL COVERAGE

Injury sustained as passenger on aircraft

The Group Policy covers **Injury** sustained as a result of being a passenger, and not a pilot or crew member, on boarding or alighting from, or being struck by, or making a forced landing with or from:

- any aircraft with a current and valid airworthiness certificate which is operated by a person holding a current and valid pilot's licence of a rating authorizing him or her to pilot such aircraft; or
- any transport-type aircraft operated by the Canadian Armed Forces or by the similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world, provided that such aircraft is not being used for test or experimental purposes.

SECTION 17: EXPOSURE AND DISAPPEARANCE

17.1 Loss as a result of exposure

If due to **Injury** an **Insured Person** is unavoidably exposed to the elements and, as a result of such exposure and within 365 days of the date of the accident, the **Insured Person** suffers a loss for which we would otherwise have paid under the Group Policy, such loss will be deemed to be the result of an **Injury** as defined in the Group Policy.

17.2 Disappearance of Insured Person

If due to the accidental wrecking, sinking or disappearance of a conveyance in which an **Insured Person** is riding the **Insured Person** disappears and if the body of the **Insured Person** is not found within 365 days from the date of such wrecking, sinking or disappearance, it will be presumed, subject to there being no evidence to the contrary and to all the other terms and conditions of the Group Policy, that the **Insured Person** died as a result of **Injury**.

SECTION 18: HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If a covered accidental **Injury** makes it necessary for an Insured Person to use a wheelchair, this Benefit would pay necessary costs during the first three years for alterations to the Insured Person's home (for wheelchair accessibility) or for vehicle modification; up to a combined maximum of \$10,000.

SECTION 19: EXCLUSIONS AND LIMITATIONS

We will not make any payment under the Group Policy for **Loss** (including without limitation **Loss of life**) or **Loss of Use** which results either directly or indirectly, from the following:

- any voluntary inhalation of gas or ingestion of poison, toxic or non-toxic substances, drugs, sedatives or narcotics, whether illicit or prescribed, in such quantity that they become toxic;
- intentionally self-inflicted **Injury** or suicide or any attempt thereat, unless medical evidence establishes that the injuries are related to a mental health illness;
- **Sickness**, disease or infection, or the treatment thereof, except pyogenic infection which occurs with and through an accidental cut or wound;
- **Injury** sustained as a consequence of traveling as a passenger or otherwise, in any vehicle or device for aerial navigation except as provided under Section 16;
- war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- full-time service in the military, naval or air service of any country, excluding military dental officers and dental auxiliaries; and participation of an **Insured Person** in

- maneuvers or operations of, or training in, the armed forces of any country;
- committing or attempting to commit or provoking a criminal offence or assault;
- operation or care or control of a motor vehicle, vessel, aircraft or railway equipment, whether or not in motion, while the concentration of alcohol in the **Insured Person's** blood exceeds 80 milligrams of alcohol in 100 milliliters of blood.

SECTION 20: PREMIUMS

20.1 Payment of premiums

Premiums are payable by the **Participant** to us. The Policyholder is authorized to collect premiums on our behalf. The Policyholder shall remit to us the premiums and applicable provincial sales tax collected during the three immediately preceding calendar months, by the 15th day of each March, June, September and December.

20.2 Late payment of premiums

You have a grace period of 31 days for the payment of each premium other than the first. Your coverage under the Group Policy will remain in force during the grace period.

20.3 Waiver of premium

If an **Insured Person**, prior to his or her 65th birthday and while insured under the Group Policy becomes **Totally Disabled** as a result of bodily **Injury** or **Sickness** which requires the regular care and personal attendance of a **Doctor**, we will retroactively waive the premiums from the date of **Total Disability** after six months of such **Total Disability**. We will continue to waive payment of premiums for as long as the period of **Total Disability** continues without interruption. Once the Waiver of Premium has begun, we will refund to you the premiums remitted during the first six months of the period of **Total Disability**.

If an **Insured Person** becomes **Totally Disabled** while insured under the Group Policy, and such **Total Disability** is the result of an **Injury** or **Sickness** which occurred prior to December 31, 2003, we will refund to you the premiums remitted to us beginning as of January 1, 2004, up to the first six months of the period of **Total Disability**.

The amount of the Principal Sum which will apply with respect to the **Insured Person** will be the lesser of:

- the amount applicable at the date of commencement of **Total Disability**; and
- the maximum amount applicable to other **Insured Persons** of the same classification, if such amount is subsequently reduced.

20.4 When Waiver of Premium Benefit Terminates

The insurance granted under this Waiver of Premium Benefit will terminate on the earliest of the following dates:

- the date you cease to be **Totally Disabled**;
- the date the insurance coverage would otherwise have terminated in accordance with Section 22 “Termination of Insurance”; and
- the date you fail to provide due proof of **Total Disability** to us on our demand.

SECTION 21: CLAIMS

21.1 Notice and Proof of Total Disability

The **Insured Person** must give written notice of such disability to us at our specified office during his or her lifetime and during the continuance of such **Total Disability**. Failure to give such notice will not invalidate any claim if it is shown that such notice was given as soon as was reasonably possible. In any event **Total Disability** will not be considered to have commenced more than one year before the date we receive due proof of such disability.

We may at any time require the **Insured Person** to provide proof of the continuance of such **Total Disability**, whether or not we have accepted any earlier proof of disability of that **Insured Person**. We may require the **Insured Person** to undergo a medical examination by a medical examiner chosen by us as part of the proof of continuance of **Total Disability**. We will not require proof of continuance of **Total Disability** more than once each year after the **Total Disability** has continued for two full years.

21.2 Notice and Proof of Claim

In the event of an **Injury** which may give rise to a claim under the Group Policy, the **Insured Person**, his or her agent, guardian, or a beneficiary entitled to make a claim or his or her agent, must:

- give written notice of the claim to us by delivering such notice or sending it by registered mail to our designated office or to the Policyholder within 30 days of the date of the accident;
- provide us with such proof of claim as is reasonably possible in the circumstances within 90 days of the date of the accident; and

- if we require, provide a certificate from a duly qualified medical practitioner as to the cause and nature of the accident giving rise to the claim and as to the duration of the disability caused by such accident.

21.3 Failure to Give Notice or Proof of Claim

If the **Insured Person** or the Beneficiary entitled to make a claim fails to give notice of claim or provide proof of claim within the prescribed time, such failure to give notice or provide proof will not invalidate the claim if:

- the notice or proof is given or provided as soon as reasonably possible and within one year of the date of the accident; and
- it is shown that it was not reasonably possible to give notice or provide proof within the prescribed time.

21.4 Claim forms

Upon receipt of a written notice of claim, we will provide the claimant with such forms as we usually provide for filing proof of loss. If we do not provide such forms within 15 days after we have received notice of a claim, the claimant will be deemed to have complied with the requirement of the Group Policy as to proof of loss if the claimant submits, within the time period prescribed above under the heading "Notice and Proof of Claim", written proof covering the occurrence, the character and the extent of the loss for which the claim is made.

21.5 Time for Payment of Claim

- (a) We will pay all amounts due under the Group Policy for any loss, other than a loss for which the Group Policy requires periodic payments, immediately upon receipt of due written proof of such loss. Subject to due proof of loss, we will make all periodic payments required by the Group Policy at the end of each four weeks during the period for which we are liable. We will pay any balance remaining unpaid upon termination of our liability immediately upon receipt of due written proof.
- (b) A claim is payable only for a covered loss that occurs prior to the termination of coverage of the **Insured Person**. Where a loss results in a claim made under the provisions of subsection 5.3, the "Permanent Total Disability" benefit, such loss is deemed not to have occurred until the 12 consecutive months of **Total Disability** have been completed.

21.6 Physical Examination and Autopsy

We have the right, at our own expense to examine an **Insured Person** whose **Injury** is the basis of a claim when and as often as we reasonably require while any claim under the Group Policy is pending. We have the right to require an autopsy in case of death, where it is not forbidden by law.

21.7 Beneficiary

The right of any person to designate persons to whom or for whose benefit insurance money is to be payable is restricted to money payable in event of death.

Your beneficiary is the person designated by you whose name has been filed with us to receive amounts payable in the event of your accidental death. If you have not filed any such designation, the beneficiary in the event of your accidental death will be your estate. Unless another beneficiary has been designated, we will pay your **Spouse's** or **Dependent Child's** accidental death claim to you, or if you are deceased, to your estate, after receiving satisfactory proof of claim. A claim is payable only for a covered loss that occurs prior to the termination of coverage of the **Insured Person**.

Any beneficiary designation or assignment in effect on December 31, 2003, under the **Predecessor Plan**, shall continue to apply under the Group Policy.

SECTION 22: TERMINATION OF INSURANCE

22.1 Termination of Insurance of a Participant

The insurance of any **Participant** insured under the Group Policy will immediately terminate on the earliest of the following dates:

- (a) the date the Group Policy is terminated;
- (b) the date your Certificate of Insurance for your coverage under the Group Policy is cancelled;
- (c) 31 days after the premium due date (except the first) as of which the premium for the insurance is not paid;
- (d) the premium due date following the date you cease to be a Member or a Non-Member ;
- (e) the premium due date immediately following the date the Policyholder receives written notice from you, requesting that the insurance coverage be cancelled, or as of the cancellation effective date specified in such notice
- (f) the policy anniversary coinciding with or immediately following the **Participant's** 70th birthday;
- (g) the date of death of the **Participant**;
- (h) except as provided below, on the date the you cease to be a Canadian resident.

Notwithstanding the immediately preceding subparagraph 22.1(h), a **Member** who is a dentist or a **student** whose primary residence is in Canada, but who is either:

- practicing his or her profession;
- teaching; or
- attending graduate school

outside of Canada, and his or her **Spouse** and **Dependent Children** may continue to be insured under the Group Policy in accordance with the provisions of subsection 22.3, for a

period of up to three years, and may continue to be insured beyond this time period if residing in the United States of America, the Bahamas or Bermuda, or if residing in any other country, subject to our written approval.

22.2 Termination of Insurance of Spouse or Dependent Children

The insurance of a **Spouse** or a **Dependent Child** insured under the Group Policy will immediately terminate on the earliest of the following dates:

- (a) the date of death of the **Spouse** or **Dependent Child**;
- (b) the date the insurance terminates in accordance with the provisions of subsection 22.1 (a), (b), (c), (d), (e) or (h); or
- (c) the date the **Spouse** or **Dependent Child** ceases to qualify as a **Spouse** or **Dependent Child**.

If the **Participant's** insurance under the Group Policy is terminated because of death or attainment of age 70, the coverage under the Group Policy will be continued for the **Participant's Spouse** and any **Dependent Children**, at no cost, for as long as the **Spouse** or **Dependent Children** remain eligible for coverage under the Group Policy.

22.3 Practicing or Studying Outside of Canada

Insurance coverage under the Group Policy will continue to be made available to you and your **Spouse** and **Dependent Children** (if covered under Family Coverage) if you are a **Member** who has moved your dental practice and residence from within Canada or if you were a **Student** who is now attending school outside of Canada for post graduate studies subject to the following restrictions and limitations:

- you must reside only in the United States of America, the Bahamas, Bermuda or such other country as we may approve;
- the amount of Accidental Death and Dismemberment benefit for which you are eligible will not exceed the amount which was in force on the date of your departure from Canada;
- all premiums due and benefits payable will be made in the lawful currency of Canada;
- all benefits will be payable in Canada; and
- except for a Student now attending school outside of Canada for post graduate studies, you must continue to be a member of the Canadian Dental Association or a **Participating Provincial or Territorial Dental Association**.

SECTION 23: GENERAL TERMS

23.1 Certificate Booklet

We will issue to the Policyholder for delivery to you a Certificate Booklet which will outline the details of your insurance coverage under the Group Policy. Such Certificate Booklet does not form part of the Group Policy. However, your application, including any policy exclusions issued to you, forms part of the Group Policy. If there is any conflict between the terms of the Certificate Booklet and the terms of the Group Policy, the terms contained in the Group Policy will govern.

23.2 Time period

All periods of time under the Group Policy begin and end at 12:01 a.m. Standard Time.

23.3 Amount of insurance

Any changes in the amounts of insurance become effective on the date we approve the change, unless specifically provided otherwise, elsewhere in the Group Policy.

23.4 Inadvertent error or clerical mistake

The insurance of an **Insured Person** under the Group Policy will not be prejudiced by any failure by or on behalf of the Policyholder to transmit reports or comply with any of the provisions of the Group Policy when such failure is due to its inadvertent error or clerical mistake.

23.5 Currency

All monies payable under the Group Policy will be paid in Canadian dollars.

23.6 Assignment

You are not permitted to assign the insurance provided under the Group Policy.

23.7 Legal Action

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, or other applicable legislation, or in the *Limitations Act, 2002* in Ontario.

23.8 Entire contract

The Group Policy and any attachments thereto, including any amendments, endorsements, insertions or riders, if any, and the application for insurance, constitute the entire contract and no agent has any authority to change the contract or waive any of its provisions, except as provided below under the heading "Non-Waiver".

23.9 Non-Waiver

If we or the Policyholder waive or fail to insist on performance of any of the provisions of the Group Policy, that will not be construed as a waiver of any subsequent breach of the same provision. If we consent to or approve any act by you, that will not be construed as a consent to or approval of any subsequent similar act by you.

23.10 Governing Law

The laws of the province or territory in which you reside at the date you sign the application for insurance, and the laws of Canada applicable in that province or territory shall govern the agreement between you and us.

23.11 Right to obtain copies of documents

On request, the insurer will furnish to a claimant or insured person a copy of the applicable individual's application and any written document provided to the insurer as evidence of insurability, to the extent required by law.



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Manulife, P.O. Box 670, Stn. Waterloo, Waterloo, ON N2J 4B8.



You can reach **CDSPI** or **CDSPI Advisory Services Inc.** at:

1.800.561.9401 or 416.296.9401

Fax: 1.866.337.3389 or 416.296.8920

E-mail: insurance@cdspi.com

www.cdspi.com

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