

**ONTARIO MEDICAL ASSOCIATION
GROUP DISABILITY INCOME
CERTIFICATE OF INSURANCE
POLICY NUMBER 17849**

INSURING PROVISION

Sun Life Assurance Company of Canada (referred to as "the Company" in this Certificate) agrees to make payments when an Insured Member suffers Total, Partial and/ or Residual Disability, as defined in Group Policy Number 17849 issued to the Ontario Medical Association (referred to as "the Association" in this Certificate), which commences on or after the Effective Date and while the Group Policy is in force subject to:

- a. the provisions, terms, conditions, riders, endorsements and amendments attached to the Group Policy then in force;
- b. the payment of premiums in effect from time to time; and
- c. the application for insurance, its representations and any Policy Exclusions. A copy of the Policy Exclusions is attached to the Certificate, and forms part of the Group Policy.

All payments to be made under the Group Policy, either to or by the Company, shall be payable in the lawful currency of Canada.

NOTICE OF 30 DAY RIGHT TO EXAMINE COVERAGE

Within 30 days after it is mailed to the Insured Member, this Certificate may be surrendered by delivering or mailing it to the Ontario Medical Association in Toronto. Upon such surrender, the Association will return any premium paid for new or additional insurance coverage and the Certificate shall be deemed void from the Effective Date.

The following is a summary of the principal provisions of Group Policy Number 17849, to which reference shall be made for the actual terms and conditions. If there is any conflict between the terms and conditions of the Certificate and those described in the Group Policy, the terms and conditions of the Group Policy shall govern.

Please call the Company with any questions at 1-800-758-1641.

**THIS CERTIFICATE CONTAINS IMPORTANT INFORMATION
PLEASE KEEP IT IN A SAFE PLACE**

RESPECTING AN INSURED MEMBER'S PRIVACY

Respecting an Insured Member's privacy is a priority for the Sun Life Financial group of companies. The Company keeps in confidence personal information about the Insured Member and the products and services the Insured Member has with the Company to provide the Insured Member with investment, retirement and insurance products and services to help meet the Insured Member's lifetime financial objectives. To meet these objectives, the Company collects, uses and discloses the Insured Member's personal information for purposes that include: underwriting; administration; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements; and the Company may tell the Insured Member about other related products and services that the Company believes meet the Insured Member's changing needs. The only people who have access to an Insured Member's personal information are the Company's employees, distribution partners such as advisors, and third-party service providers, along with the Company's reinsurers. The Company will also provide access to anyone else the Insured Member authorizes. Sometimes, unless the Company is otherwise prohibited, these people may be in countries outside Canada, so the Insured Member's personal information may be subject to the laws of those countries. An Insured Member can ask for the information in the Company's files about the Insured Member and, if necessary, ask the Company in writing to correct it. To find out more about the Company's privacy practices, visit www.sunlife.ca/privacy.

In witness whereof, the Company has caused this Certificate to be signed by its Chief Executive Officer and Secretary on the Effective Date.



**President
& Chief Executive Officer**



**Vice-President, Associate General Counsel
& Corporate Secretary**

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DEFINITIONS

"Adjusted Average Monthly Earned Income" means

$$\frac{\text{CPI for the latest Index Month}}{\text{CPI for the first Index Month}} \times \text{Average Monthly Earned Income} = \text{Adjusted Average Monthly Earned Income}$$

If the increase in the Adjusted Average Monthly Earned Income at any Disability Anniversary Date is more than 10% it shall be reduced to 10%, and where the increase is less than zero the Adjusted Average Monthly Earned Income will be the Adjusted Average Monthly Earned Income at the last Disability Anniversary Date.

"Adjusted Monthly Disability Income Benefit" means the sum of the Cost of Living Benefit determined at each Disability Anniversary Date and the Monthly Disability Income Benefit for the Insured Member.

"Age" means the Insured Member's age in completed years.

"All Sources" means disability income coverage under any individual, association or group insurance.

"Average Monthly Earned Income" means

1. for an Insured Member 65 years of Age but less than Age 70, the Insured Member's highest average monthly Earned Income for any consecutive 12 month period in the 24 months immediately preceding the onset of Total Disability or Residual Disability, whichever occurs first.
2. for an Insured Member with coverage under the 70+ DI Coverage Option, the Insured Member's highest average monthly Earned Income in either the 12 month period or calendar (tax) year immediately preceding the onset of Total Disability.
3. for an Insured Member less than 65 years of Age, the greater of:
 - a) the Insured Member's highest average monthly Earned Income for any consecutive 12 month period in the 24 months immediately preceding the onset of Total Disability or Residual Disability, whichever occurs first; or
 - b) the Insured Member's highest average monthly Earned Income for any consecutive 24 month period in the 36 months immediately preceding the onset of Total Disability or Residual Disability, whichever occurs first.

Exceptions:

1. For a period not exceeding five years for Insured Members who return to undergo a period of post graduate medical training at an accredited medical school or hospital in a recognized university training program, at a reduced earning level, Average Monthly Earned Income will be the Insured Member's highest average monthly Earned Income for any consecutive 12 month period in the 24 months immediately preceding commencement of the Insured Member's post graduate training.

For a period of 12 months following the completion of an Insured Member's return to a period of post graduate medical training which lasts five years or less, Average Monthly Earned Income will be the Insured Member's highest average monthly Earned Income for any consecutive 12 month period in the 24 months immediately preceding commencement of the Insured Member's post graduate medical training or, if greater, the average monthly Earned Income during the 12 month period immediately preceding the onset of Disability.
2. For Insured Members who leave practice for a period of two years or less to serve as a medical missionary at a reduced earning level, Average Monthly Earned Income will be the Insured Member's highest average monthly Earned Income for any consecutive 12 month period in the 24 months immediately preceding commencement of the Insured Member's medical missionary vocation.
3. For Insured Members who participate in a Parental Leave of Absence or leave of absence approved by the Company of two years or less, Average Monthly Earned Income will be the Insured Member's highest average monthly Earned Income for any consecutive 12 month period in the 24 months immediately preceding commencement of the Parental Leave of Absence or leave of absence approved by the Company.

For a period of 12 months following an Insured Member's Parental Leave of Absence or leave of absence approved by the Company, the Average Monthly Earned Income will be the Insured Member's highest average monthly Earned Income for any consecutive 12 month period in the 24 months immediately preceding commencement of the Parental Leave of Absence or leave of absence approved by the Company or, if greater, the average monthly Earned Income during the 12 month period immediately preceding the onset of Disability.

4. For the 24 month period from the effective date of coverage obtained under Essentials, Average Monthly Earned Income will be the greater of the Monthly Disability Income Benefit in force or the average monthly Earned Income during the 12 month period immediately preceding the onset of Total or Residual Disability.

"Benefit Period" means the maximum period of time, as specified in the Group Policy, during which benefits are payable to an Insured Member.

"Covered Province" means the provinces of Ontario, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Nova Scotia.

"CPI" means the Consumer Price Index for all items published by Statistics Canada, specifically as set out under the table called CANSIM VECTOR V41690973. If the CPI is discontinued or its method of computation is changed so that in the opinion of the Company it cannot be used for the purpose intended, the Company will choose some other index comparable in scope to determine the rate of increase in the Average Monthly Earned Income and the Cost of Living Adjustment. CPI will then mean the chosen index.

"Disability and Disabled" means Total, Residual, or Partial Disability and Totally, Residually, or Partially Disabled, respectively.

"Disability Anniversary Date" means each anniversary date of the start of a period of Disability. The first Disability Anniversary Date will occur 12 months from the date Disability started, as determined by the Company.

"Earned Income" means

1. For an Insured Member who owns any portion of a business or practice:
 - a) all income earned by the Insured Member whether paid directly to him or to a business in which he is a partner, or to a corporation owned or controlled by the Insured Member, or by the Insured Member and his partners, or by the Insured Member and one or more persons related to the Insured Member or the corporation;
 - b) less the Insured Member's share of the usual and customary business expenses which the business incurs on a regular basis and are necessary to the business operation and which are deductible for income tax purposes;
 - c) plus the Insured Member's salary, fees, commissions, bonuses, any contributions to a pension or profit sharing plan made on his behalf and any other income earned for services performed, less any expenses which are usual and customary expenses which the Insured Member incurs on a regular basis and which are deductible for income tax purposes.
2. For any other Insured Member, the Insured Member's salary, fees, commissions and bonuses and any other income earned for services performed less any expenses which are usual and customary expenses which the Insured Member incurs on a regular basis and which are deductible for income tax purposes.

Expenses which are not usual and customary business expenses include salaries, benefits and other forms of remuneration which are payable to any member of the Insured Member's immediate family unless such expenses are consistent and reasonable in relation to the expenses incurred before the Disability began and their remuneration is commensurate with their current duties.

Earned Income does not include:

1. income from deferred compensation plans, disability policies, or retirement plans, or
2. interest, dividends, rents, royalties, wage continuation plans, or any other payment not related to the performance of personal services.

The accrual method of accounting for revenue and expenses will be used for calculating Earned Income.

"Eligible Association" means with respect to its own members, the Ontario Medical Association, the New Brunswick Medical Society, the Medical Society of Prince Edward Island, the Newfoundland and Labrador Medical Association, and Doctors Nova Scotia.

"Elimination Period" means the number of days of Total or Partial or Residual Disability as specified in the Insured Member's application for insurance under the Group Policy and approved by the Company, commencing with the first day thereof, for which no benefits are payable.

The 30, 60 and 90 day Elimination Periods must be satisfied by periods of Total or Partial or Residual Disability from the same cause accumulated within 6 months.

The 120 day Elimination Period must be satisfied by periods of Total or Partial or Residual Disability from the same cause accumulated within 9 months.

The 180 day Elimination Period must be satisfied by periods of Total or Partial or Residual Disability from the same cause accumulated within 12 months.

The 365 day Elimination Period must be satisfied by periods of Total or Partial or Residual Disability from the same cause accumulated within 18 months.

For an Insured Member with coverage under the 70+ DI Coverage Option, the 90 day Elimination Period must be satisfied by periods of Total Disability from the same cause accumulated within 6 months.

"Essentials" means the Disability Income insurance offer provided without Proof of Good Health or proof of Earned Income.

"Index Month" means the calendar month 3 months before the Disability Anniversary Date and the first Index Month is the calendar month 3 months before the start of the period of Disability.

"Injury" means accidental bodily injury sustained on or after the effective date of coverage of the Insured Member and while Insured Member's coverage under this certificate is in force.

"Insured Member" means a member of an Eligible Association whose application for insurance under the Group Policy has been accepted by the Company and for whom insurance is in force under the terms of the Group Policy.

"Level Premium" means the premium payable for an Insured Member's coverage, based on the Insured Member's Age immediately prior to the September 1st coincident with or immediately preceding:

- a) on the date of issue, in the case of the Insured Member's Monthly Disability Income Benefit or any Optional Riders; or
- b) the effective date of an exercised Option Amount under the Guaranteed Insurability Benefit Rider.

"Loss of Monthly Earned Income" means the difference between the Average Monthly Earned Income or Adjusted Average Monthly Earned Income and the Earned Income for the month.

"Medical Student" means a full-time undergraduate student in a school of medicine or faculty of medicine in Ontario, New Brunswick, Prince Edward Island, Newfoundland and Labrador or Nova Scotia who is residing in Canada, and

- a) the application must be taken in a province or territory other than Quebec, and
- b) the Certificate of Insurance must be delivered in a province or territory other than Quebec.

"Mental Disorder and/or Substance Abuse Disorder" means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association (APA). Such disorders include psychotic, emotional or behavioural disorders and disorders related to substance abuse or dependency. If that Manual is discontinued the Company will use the replacement chosen by the APA.

"Monthly Disability Income Benefit" means the Monthly Disability Income Benefit applied for and approved by the Company and specified in the Policy Schedule attached to and made part of this Certificate of Insurance.

"Parental Leave of Absence" means a temporary absence from medical studies or practice for a period of two years or less following the date of birth or placement for adoption of a child to an Insured Member. The Insured Member must provide the Company with proof of the date of birth of the child or the date of placement of the child with the Insured Member for the purposes of adoption at the time of a claim.

"Partial Disability or Partially Disabled" means that the Insured Member who is a Medical Student is not Totally Disabled but due to Sickness or Injury, is under Physician's Care and is unable to perform either:

- a) one or more of the essential duties of his Regular Occupation; or
- b) the important duties of his Regular Occupation at least one-half of the time normally required.

After the Partial Disability benefit has been payable for 24 months, then Partial Disability or Partially Disabled means that the Insured Member is under Physician's Care, is not Totally Disabled but due to Sickness or Injury:

- a) is engaged in another gainful occupation; and
- b) is unable to work for more than 20 hours per week.

Gainful occupation means any occupation for which the Insured Member is reasonably qualified by education, training or experience.

The requirement to be under Physician's Care may be waived if written proof acceptable to the Company is provided that it would be of no further benefit to the Insured Member.

"Physician" means any licensed practitioner of the healing arts practicing within the scope of their license. If Disability is caused by Mental or Substance Abuse Disorder, the Physician must be a licensed psychiatrist or psychologist. A Physician must be a person other than the Insured Member or a relative of the Insured Member, or a person who normally resides in the Insured Member's household.

"Physician's Care" means the regular and personal care of a Physician which under prevailing medical standards is appropriate for the condition causing Disability. Treatment must be provided as frequently as is usually required by the condition. It must not be limited solely to examinations or testing.

"Proof of Good Health" means an application for insurance containing health related questions and any subsequent health related test or medical report deemed relevant by the Company.

"Regular Occupation" means the occupation(s) in which the Insured Member is regularly engaged immediately preceding the onset of Total or Partial or Residual Disability, whichever occurs first.

Exceptions:

1. For an Insured Member with coverage under the 70+ DI Coverage Option, Regular Occupation means the occupation(s) in any field of medicine in which the Insured Member is regularly engaged immediately preceding the onset of Total Disability.
2. For an Insured Member who is a Medical Student, Regular Occupation means the full-time undergraduate medical school program in which the Insured Member is engaged immediately preceding the onset of Total or Partial Disability, whichever occurs first.

3. For Insured Members who are returning for a period of post graduate medical training, serving as medical missionaries or participating in a Parental Leave of Absence or leave of absence approved by the Company as set out under the Exceptions to the definition of Average Monthly Earned Income, Regular Occupation means the occupation(s) in which the Insured Member was regularly engaged immediately preceding the commencement of a period of post graduate medical training, medical missionary vocation or Parental Leave of Absence or leave of absence approved by the Company.

"Residual Disability or Residually Disabled" means that the Insured Member, other than a Medical Student or an Insured Member with coverage under the 70+ DI Coverage Option, is not Totally Disabled but due to Sickness or Injury is under Physician's Care and has an Earned Income which is at least 20% less than his Average Monthly Earned Income or Adjusted Average Monthly Earned Income and is either:

1. able to perform one or more of the duties of his Regular Occupation;
OR
2. engaged in another occupation.

The requirement to be under Physician's Care may be waived if written proof acceptable to the Company is provided that it would be of no further benefit to the Insured Member.

"Residual Monthly Benefit" means the benefit which may be payable as the result of Residual Disability determined as follows:

$$X = A \text{ multiplied by } \frac{B}{C}$$

Where

- X is the monthly payment for Residual Disability.
A is the Monthly Disability Income Benefit.
B is the Loss of Monthly Earned Income.
C is the Average Monthly Earned Income or Adjusted Average Monthly Earned Income.

The first 6 monthly payments for Residual Disability will be the greater of:

- a) 50% of the Monthly Disability Income Benefit, or
- b) the Residual Monthly Benefit determined for each month.

"Sickness" means disease that first manifests itself on or after the effective date of coverage of the Insured Member and while the Insured Member's coverage under this certificate is in force.

"Step Rate Premium" means the premium payable for the Insured Member's coverage, based on the Insured Member's Age immediately prior to the September 1st coincident with or immediately preceding the premium due date for the Insured Member's coverage.

"Total Disability or Totally Disabled" means that the Insured Member is unable to perform the essential duties of his Regular Occupation due to Sickness or Injury, is under Physician's Care and is not engaged in any other gainful occupation.

Exception:

For an Insured Member who is a Medical Student, Total Disability or Totally Disabled means that the Insured Member is unable to perform the essential duties of his Regular Occupation due to Sickness or Injury, is under Physician's Care and is not engaged in any other gainful occupation.

After the Total Disability benefit has been payable for 24 months, then Total Disability or Totally Disabled means that the Insured Member is under Physician's Care and due to Sickness or Injury is unable to perform any gainful occupation for which the Insured Member is or may become reasonably qualified by education training or experience.

The requirement to be under Physician's Care may be waived if written proof acceptable to the Company is provided that it would be of no further benefit to the Insured Member.

INTERPRETATION

A word denoting one 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 the Group Policy 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.

EFFECTIVE DATES OF INSURANCE

An Eligible Member may become insured under the Group Policy only by written application to the Company, through the Association, on forms furnished by the Company. Except for Insurance obtained under the Medical Student coverage, under Essentials, or if the application is replacing other company insurance coverage, such insurance shall become effective subject to payment of the required premium as follows:

1. if the application is approved by the Company as applied for without Proof of Good Health, on the date the completed application is received by the Association or the Company;
2. if the application is approved by the Company as applied for with Proof of Good Health, the later of the date the completed application is received by the Association or the Company or the date the medical underwriting requirements of the Eligible Member are completed; or
3. if the application is approved by the Company other than as applied for, or requires an amendment to restrict coverage or change the Elimination Period due to health to be signed by the Eligible Member, the date the application is approved by the Company.

EFFECTIVE DATES OF INSURANCE FOR INSURANCE OBTAINED UNDER MEDICAL STUDENT COVERAGE

If the application is received before the start of medical school, insurance coverage shall become effective on the date of the start of medical school.

If the application is received before the completion of medical school, insurance coverage shall become effective on the date the application was received by the Association.

EFFECTIVE DATES OF INSURANCE FOR INSURANCE OBTAINED UNDER ESSENTIALS

If the Essentials Enrolment form is received within 90 days prior to the date of successful completion of a residency program, insurance coverage shall become effective the day following the date the Professional Association of Residents of Ontario (PARO), Maritime Resident Doctors, Professional Association of Internes and Residents of Newfoundland (PAIRN) or other Canadian provincial or United States (US) state resident association member no longer qualifies for insurance coverage under PARO's, Maritime Resident Doctors', PAIRN's or other Canadian provincial or US state resident association's group Long Term Disability plan.

If the Essentials Enrolment form is received within 120 days after the successful completion of a residency program, insurance coverage shall become effective on the date the Association receives the completed Enrolment form.

EFFECTIVE DATES OF INSURANCE IF THE APPLICATION IS REPLACING OTHER COMPANY INSURANCE

If the application is replacing other company insurance coverage, the insurance coverage shall become effective the date application is approved by the Company.

TERMINATION OF MEMBER'S INSURANCE

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

1. upon termination of the Group Policy;
2. immediately prior to the September 1st coincident with or next following the date of the Insured Member's 70th birthday, unless the Insured Member has applied for coverage under the 70+ DI Coverage Option;

3. the date the Insured Member withdraws or is terminated from the program of medical studies prior to graduation as certified by the medical school concerned;
4. 12 months from the date of an Insured Member's graduation from medical school if the Insured Member does not begin a residency program within this period, except as set out in the Parental Leave of Absence for Insured Members Covered as a Medical Student provision of the Group Policy;
5. immediately prior to the September 1st coincident with or next following the date of termination of the Insured Member's membership in an Eligible Association;
6. at the end of the grace period upon the non-payment of premium due in respect of the Insured Member;
7. on the date the Insured Member is no longer practicing medicine, if he is Age 65 or over;
8. at Age 65 if benefits were received to Age 65 or the date the Insured Member has received 24 months of benefits if such date is beyond his 65th birthday;
9. at the death of the Insured Member;
10. the last day of the month in which the Company or the Association receives the Insured Member's written request to discontinue this insurance coverage; or
11. for an Insured Member with coverage under the 70+ DI Coverage Option, immediately prior to the September 1st coincident with or next following the date of the Insured Member's 80th birthday.

PARENTAL LEAVE OF ABSENCE FOR INSURED MEMBERS COVERED AS A MEDICAL STUDENT

Insurance coverage under the Group Policy continues during an Insured Member's participation in a Parental Leave of Absence as follows.

If an Insured Member graduates from medical school, and does not begin a residency program within 12 months of graduation, the Insured Member's insurance under the Group Policy will terminate as set out under the Termination of Member's Insurance provision. However, the Company will waive this condition if such Insured Member is participating in a Parental Leave of Absence before beginning a residency program. An Insured Member participating in a Parental Leave of Absence may continue insurance coverage under the Group Policy for up to 24 months from the start of a Parental Leave of Absence or until the Insured Member begins a residency program, whichever occurs first. The Insured Member must provide the Company with proof of the date of birth of the child or the date of placement of the child with the Insured Member as well as confirmation of the Insured Member's medical studies.

70+ DI COVERAGE OPTION

When an Insured Member's insurance coverage would terminate because he has reached Age 70, the Insured Member may elect the 70+ DI Coverage Option to Age 80. The amount of Monthly Disability Income Benefit available under this Option is the Insured Member's combined disability insurance coverage under the Group Policy, policy no. 59997 issued by the Company and policy no. 2718 issued by the Company from \$500 up to a maximum of \$10,000, with a 90 day Elimination Period.

The Insured Member may become insured under the Group Policy's 70+ DI Coverage Option by written application subject to the following conditions:

- a) the application for coverage must be received by the Association or the Company no later than the September 1st coincident with or next following the Insured Member's 70th birthday, and
- b) the Insured Member is actively in Canada providing medical services for a minimum of 25 hours per week.

If the Insured Member's application for the 70+ Disability Coverage Option is received immediately prior to the September 1st coincident with or next following the Insured Member's 70th birthday, insurance coverage shall become effective on the date the completed application is received by the Association or the Company.

If the application has been received in accordance with the above, Proof of Good Health is not required.

The maximum benefit period is 12 months provided the Insured Member was Disabled on or after his 70th birthday.

The maximum coverage amount is \$10,000 from All Sources in effect or currently applied for.

All insurance issued under the 70+ DI Coverage Option shall be subject to the Group Policy's Integration provision.

OMA ENCORE65

Effective September 1, 2015, the Group Policy is amended as follows:

- the benefits provided under the Group Policy include the OMA Encore65 Core and Optional Plans under policy no. 17890 issued by the Company,
- OMA Encore65's Core Plan and Optional Plan are subject entirely to the definitions, limitations, exclusions and other provisions of policy no. 17890 issued by the Company, and
- the benefits described under the Group Policy remain subject to the definitions, limitations, exclusions and other provisions of the Group Policy.

MONTHLY DISABILITY INCOME BENEFIT MEDICAL STUDENT COVERAGE

Eligibility

A Medical Student under Age 60.

Monthly Disability Income Benefit Limit

The following Monthly Disability Income Benefit will be available without Proof of Good Health:

- a) 1st and 2nd year of medical school, the maximum coverage amount is \$1,500 per month,
- b) 3rd year of medical school, the maximum coverage amount is \$2,500 per month,
- c) 4th year of medical school, the maximum coverage amount is \$4,000 per month.

For any undergraduate medical school program of three years duration, the following Monthly Disability Income Benefit will be available without Proof of Good Health:

- a) 1st year of medical school, the maximum coverage amount is \$1,500 per month,
- b) 2nd year of medical school, the maximum coverage amount is \$2,500 per month,
- c) 3rd year of medical school, the maximum coverage amount is \$4,000 per month.

All the above noted maximum coverage amounts for the particular year of study include coverage from All Sources in effect or currently applied for.

The amount of Monthly Disability Income Benefit shall automatically increase every September 1st to the above maximum coverage amount from All Sources in effect or currently applied for, for the particular year of study provided:

1. the Insured Member is a Medical Student whose insurance has not otherwise terminated;
2. the Insured Member is not Disabled on the effective date of the increase; and
3. the required premium payment for the Insured Member has been made within 31 days of the effective date of such increase.

Upon completion of resident program the coverage described under Essentials will be available with application. Payment of premium within 31 days of the Effective Date of any increase in coverage under the Essentials coverage will be evidence of acceptance of such increase.

MONTHLY DISABILITY INCOME BENEFIT RESIDENT COVERAGE

Eligibility

An Eligible Member under Age 65 who is also undergoing a period of training as a resident, or a post-graduate student, or a medical fellow.

Monthly Disability Income Benefit Limit

A Monthly Disability Income Benefit of up to \$4,000 will be available under the Group Policy without proof of Earned Income, but with Proof of Good Health. The maximum coverage amount is \$4,000 from All Sources in effect or currently applied for, excluding coverage provided under the PARO, Maritime Resident Doctors, and PAIRN plans.

Upon completion of resident program the coverage described under Essentials will be available with application. Payment of premium within 31 days of the Effective Date of any increase in coverage under the Essentials coverage will be evidence of acceptance of such increase.

MONTHLY DISABILITY INCOME BENEFIT ESSENTIALS

Eligibility

An Eligible Member under Age 60 who meets the following conditions:

1. his application is made in a form satisfactory to the Company within 90 days prior to or 120 days after the date he successfully completes a residency program as a member of the PARO, Maritime Resident Doctors, PAIRN or other Canadian provincial or US state resident association group Long Term Disability plan,
2. he is certified by:
 - a) the College of Family Physicians of Canada (CFPC), or equivalent medical licensing authority, if he is practicing medicine as a general practitioner or as an emergency room physician, or
 - b) the Royal College of Physicians and Surgeons of Canada (RCPSC), or equivalent medical licensing authority, if he is practicing in a medical specialty, and
3. he has not previously obtained any insurance coverage through Essentials.

Monthly Disability Income Benefit Limit

A Monthly Disability Income Benefit of up to \$5,000 will be available under the Group Policy without proof of Earned Income or Proof of Good Health. The maximum coverage amount is \$5,000 from All Sources in effect or currently applied for.

MONTHLY DISABILITY INCOME BENEFIT PHYSICIAN COVERAGE

Eligibility

1. An Eligible Member under Age 65.
2. An Eligible Member who is in their first two years of medical practice and has been certified by:
 - a) the College of Family Physicians of Canada (CFPC), or equivalent medical licensing authority, if he is practicing medicine as a general practitioner or as an emergency room physician; or
 - b) the Royal College of Physicians and Surgeons of Canada (RCPSC), or equivalent medical licensing authority, if he is practicing in a medical specialty.

Monthly Disability Income Benefit Limit

1. A Monthly Disability Income Benefit of up to \$25,000 will be available under the Group Policy with proof of Earned Income and Proof of Good Health. The maximum coverage amount is \$25,000 from All Sources in effect or currently applied for.

2. A Monthly Disability Income Benefit of up to:
 - a) \$7,000 for an Eligible Member who is in their first two years of medical practice practicing as a general practitioner, and
 - b) \$10,000 for an Eligible Member who is in their first two years of medical practice practicing in a medical specialty or as an emergency room physician

including coverage from All Sources in effect or currently applied for, will be available under the Group Policy without proof of Earned Income but with Proof of Good Health.

MONTHLY DISABILITY INCOME BENEFIT PHYSICIAN GUARANTEED ACCEPTANCE COVERAGE

Eligibility

An Eligible Member Age 35 or under who meets the following conditions:

- a) he must apply within 12 months of beginning practice in a Covered Province; and
- b) he must not have at any time been issued insurance coverage under the Group Policy, policy no. 2718 issued by the Company or policy no. 59997 issued by the Company.

Monthly Disability Income Benefit Limit

The first \$1,500 of Monthly Disability Income Benefit will be available under the Group Policy without proof of Earned Income and without Proof of Good Health.

TOTAL DISABILITY BENEFIT

If an Insured Member becomes Totally Disabled, while his insurance is in force, the Company will pay that member a Monthly Disability Income Benefit during the continuance of the Total Disability subject to the following conditions:

- the Insured Member must provide evidence satisfactory to the Company that he has become Totally Disabled prior to the September 1st coincident with or next following his 70th birthday.
- the Insured Member must provide evidence satisfactory to the Company that he has become Totally Disabled prior to the September 1st coincident with or next following the his 80th birthday if the Insured Member has coverage under the 70+ DI Coverage Option.

The monthly amount the Company will pay is the Monthly Disability Income Benefit as set out in the Policy Schedule attached to the Certificate of Insurance.

PRESUMED TOTAL DISABILITY

If, due to Sickness or Injury, an Insured Member totally and irrecoverably loses:

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

while his insurance is in force, the Insured Member will be considered to be Totally Disabled whether or not he is able to perform the essential duties of his Regular Occupation, is engaged in another gainful occupation, or is under Physician's Care. The Monthly Disability Income Benefit will be paid on completion of the Elimination Period.

TRANSPLANT DONOR OR COSMETIC SURGERY

If an Insured Member's Total Disability is the result of transplant surgery (where 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 6 months and provided he has been continuously Totally Disabled for at least 30 days 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.

COMMENCEMENT OF TOTAL DISABILITY BENEFIT PAYMENTS

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.

TERMINATION OF TOTAL DISABILITY BENEFITS

Benefits shall terminate on the earliest of:

1. the date the Insured Member ceases to be Totally Disabled, except as permitted under the Residual Disability or Return to Work Assistance provisions;
2. the Insured Member's 65th birthday if he was Disabled prior to his 63rd birthday;
3. the date on which the Insured Member has received Total, Partial and/or Residual Disability payments for 24 months if he was Disabled on or after his 63rd birthday;
4. for an Insured Member with coverage under the 70+ DI Coverage Option, the date on which the Insured Member has received Total Disability payments for 12 months if he was Disabled on or after his 70th birthday;
5. the date the Company deems the Insured Member has failed to furnish satisfactory evidence of the continuance of Total Disability, or fails to submit to medical examinations as required by the Company, or fails to submit evidence of his Earned Income as required by the Company;
6. the date the Insured Member is no longer under Physician's Care unless the Company has waived the requirement;
7. the date the Insured Member refuses to meet with a representative of the Company at a mutually arranged time as may be requested from time to time;
8. the date the Insured Member refuses to participate in a reasonable return to work program approved by the Company; or
9. the date the Insured Member dies.

PARTIAL DISABILITY BENEFIT

This provision applies only to an Insured Member who is a Medical Student.

If an Insured Member becomes Partially Disabled, while his insurance is in force, the Company will make benefit payments in accordance with the following conditions and provisions:

- a) for the first 24 months of Partial Disability, 50% of the Monthly Benefit applicable to the Insured Member, as set out in the Policy Schedule attached to the Certificate of Insurance; and
- b) following the first 24 months of Partial Disability, 25% of the Monthly Benefit applicable to the Insured Member, as set out in the Policy Schedule attached to the Certificate of Insurance.

COMMENCEMENT OF PARTIAL DISABILITY BENEFIT PAYMENTS

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 Partial Disability. Payment of benefits for part of a month shall be computed at the rate of 1/30th of the benefit payable multiplied by the number of days of Partial Disability during that month.

TERMINATION OF PARTIAL DISABILITY BENEFITS

Benefits shall terminate on the earliest of:

1. the date the Insured Member ceases to be Partially Disabled, except as permitted under the Total Disability provision;
2. the Insured Member's 65th birthday if he was Disabled prior to his 63rd birthday;
3. the date on which the Insured Member has received payments for Total and/or Partial Disability for 24 months if he was Disabled on or after his 63rd birthday;
4. the date the Company deems the Insured Member has failed to furnish satisfactory evidence of the continuance of Partial Disability, or fails to submit to medical examinations as required by the Company, or fails to submit evidence of his Earned Income as required by the Company;

5. the date the Insured Member is no longer under Physician's Care unless the Company has waived the requirement;
6. the date the Insured Member refuses to meet with a representative of the Company at a mutually arranged time as may be requested from time to time;
7. the date the Insured Member refuses to participate in a reasonable return to work program approved by the Company; or
8. the date the Insured Member dies.

RESIDUAL DISABILITY BENEFIT

This provision does not apply to an Insured Member who is a Medical Student or an Insured Member with coverage under 70+ DI Coverage Option.

Upon receipt of evidence satisfactory to the Company that an Insured Member has become Residually Disabled, while his insurance is in force, the Company will pay the member the Residual Monthly Benefit to which he is entitled during the continuance of the Residual Disability.

If the Insured Member is Residually Disabled prior to Age 65, he shall not be required to satisfy any specified period of Total Disability in order to be eligible for the Residual Monthly Benefit. If the Insured Member is Residually Disabled on or after his 65th birthday, Residual Disability must follow a period of 30 consecutive days of Total Disability prior to the September 1st coincident with or next following his 70th birthday.

If the Residual Monthly Benefit becomes payable and the Insured Member has been Disabled for a minimum of 12 months, the Adjusted Average Monthly Earned Income will be calculated on each Disability Anniversary Date beginning with the first Disability Anniversary Date and the Adjusted Average Monthly Earned Income will be used to determine the Residual Monthly Benefit.

If benefits are payable beyond the Insured Member's 65th birthday, the calculation to achieve the Adjusted Average Monthly Earned Income will not occur on any Disability Anniversary Date on or after the 65th birthday.

COMMENCEMENT OF RESIDUAL DISABILITY BENEFIT PAYMENTS

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 Residual Disability. Payment of benefits for part of a month shall be computed at the rate of 1/30th of the benefit payable multiplied by the number of days of Residual Disability during that month.

TERMINATION OF RESIDUAL DISABILITY BENEFITS

Benefits shall terminate on the earliest of:

1. the date the Insured Member ceases to be Residually Disabled, except as permitted under the Total Disability or Return to Work Assistance provisions;
2. the Insured Member's 65th birthday if he was Disabled prior to his 63rd birthday;
3. the date on which the Insured Member has received benefit payments for Total and/or Residual Disability for 24 months if he was Disabled on or after his 63rd birthday;
4. the date the Company deems the Insured Member has failed to furnish satisfactory evidence of the continuance of Residual Disability, or fails to submit to medical examinations as required by the Company, or fails to submit evidence of his Earned Income as required by the Company;
5. the date the Insured Member is no longer under Physician's Care unless the Company has waived the requirement;
6. the date the Insured Member refuses to meet with a representative of the Company at a mutually arranged time as may be requested from time to time;
7. the date the Insured Member refuses to participate in a reasonable return to work program approved by the Company; or
8. the date the Insured Member dies.

HIV POSITIVE/HEPATITIS B/C POSITIVE BENEFIT

This provision does not apply to an Insured Member with coverage under the 70+ DI Coverage Option.

An Insured Member who tests positive for the Human Immunodeficiency Virus (HIV) or is determined to be a carrier of the Hepatitis B Virus (acute Viral Hepatitis) or Hepatitis C Virus, and who is in an asymptomatic infectious state, while his insurance is in force, will be considered eligible for this benefit, if before he attains Age 65, such condition:

- (i) 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
- (ii) results in a limitation of the Insured Member's practice of medicine or study 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 (i) and (ii), the Insured Member:

- a) who is not a Medical Student and suffers a loss of 20% or more of his Average Monthly Earned Income or Adjusted Average Monthly Earned Income for the period before the date the condition was disclosed as provided in paragraph (i) and/or his practice of medicine was limited as provided in paragraph (ii); or
- b) who is a Medical Student and is Partially Disabled as defined in the Definitions section of this Certificate of Insurance.

If these circumstances apply, the Company will pay, on completion of the Elimination Period:

- a) for an Insured Member who is a Medical Student, a monthly benefit in accordance with the terms of the Group Policy governing the calculation of the Partial Disability Benefit, or
- b) for an Insured Member who is not a Medical Student, a monthly benefit in accordance with the terms of the Group Policy governing the calculation of the Residual Monthly Benefit.

TERMINATION OF HIV POSITIVE HEPATITIS B/C POSITIVE BENEFIT

The 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) if the Insured Member is not a Medical Student, the date the Insured Member no longer suffers a loss of Average Monthly Earned Income or Adjusted Average Monthly Earned Income greater than 20%;
- c) the date the Insured Member becomes entitled to disability benefits under the definition of Total Disability or Residual Disability in accordance with the other provisions of the Group Policy;
- d) if the Insured Member is a Medical Student, the date the Insured Member is no longer Partially Disabled;
- e) if the Insured Member is a Medical Student, the date the Insured Member becomes entitled to disability benefits under the definition of Total Disability or Partial Disability in accordance with the other provisions of the Group Policy;
- f) the date the Insured Member's basic coverage terminates;
- g) the date the Insured Member attains Age 65;
- h) the date of death of the Insured Member;
- i) the date the Insured Member fails to furnish satisfactory medical or financial evidence as requested by the Company;
- j) the date the Insured Member refuses to meet with a representative of the Company at a mutually arranged time as may be requested from time to time; and
- k) the date which is 6 months after the date the applicable disclosure requirement or practice limitation, as described above in (i) and (ii) respectively, terminate.

SURVIVOR BENEFIT

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

RECURRENT DISABILITY

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

With respect to coverages having an Elimination Period of 30, 60, 90, 120, 180 or 365 days, if the duration of the initial period of Disability is less than the duration of the Elimination Period, successive periods of recurrent Disability from the same cause shall be added to the initial period of Disability in determining when the Elimination Period has been completed, provided however, that the Company shall be notified, in accordance with the provisions of the Group Policy, of the cause, dates and duration of such interim periods of Disability. The Elimination Period must be accumulated within a period of 6 months for coverages with an Elimination Period of 30, 60 or 90 days, within a period of nine months for coverage with an Elimination Period of 120 days, within a period of 12 months for coverage with an Elimination Period of 180 days and within 18 months for coverage with an Elimination Period of 365 days.

If an Insured Member suffers a recurrent Disability before the expiration of 6 months from the date of termination of the previous period of benefit payments, the Benefit Period for the subsequent period of Disability shall be limited to the remaining period, if any, of the 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 6 months following the termination of the previous period of Disability such recurrent Disability will be deemed a new Disability for the purpose of the Elimination Period and the Benefit Period.

If an Insured Member who is a Medical Student completes his second year of medical school within this 6 month period and is in his third year of medical school when he again becomes Totally or Partially Disabled due to the same or related causes, such Insured Member will be entitled to the Monthly Benefit payment payable under the Group Policy during the third and fourth years of medical school, as set out in the Policy Schedule attached to the Certificate of Insurance.

CONCURRENT DISABILITY

If Disability is caused by more than one Injury or Sickness, or from both, the Company will pay benefits as if the Disability was caused by only one Injury or Sickness.

The Company will not pay more than one Disability benefit for the same period.

RETURN TO WORK ASSISTANCE

This provision does not apply to an Insured Member with coverage under the 70+ DI Coverage Option.

If the Company deems appropriate, the Insured Member will be required to participate in a rehabilitation program approved by the Company in writing to provide the Insured Member with assistance in returning to work or enhance the Insured Member's ability to work to the extent the Insured Member was prior to the Insured Member's date of Disability.

It may include the involvement of one of the Company's rehabilitation specialists, part-time work, working in another occupation, vocational training or workplace modification.

The decision to approve or continue a rehabilitation program will be made solely by the Company. The Company will consider such factors as financial considerations and the Company's opinion on the merits of rehabilitation.

The Company will continue to pay a 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 Benefit Period.

If the Insured Member ceases to be an active participant in the program, he may still be eligible for benefit payments provided he continues to be Disabled. Benefits will not be paid beyond the remaining Benefit Period.

The Company will also pay, subject to a maximum of \$100,000, the cost of services in connection with a return to work assistance 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 return to work assistance program costs incurred beyond the remaining Benefit Period.

WAIVER OF PREMIUM

If an Insured Member is Disabled for a continuous period of at least 90 consecutive days, the Company will waive the payment of each premium which becomes due for such Insured Member during the period the Insured Member remains continuously Disabled. Any premium paid in respect of the Insured Member for such a period shall be refunded on a pro-rata basis. Following such period of Disability, the Insured Member may continue his insurance provided the payment of premiums due is resumed within 31 days from the date he is no longer Disabled.

In the event that the date he is no longer Disabled falls between premium due dates, a pro-rata premium from the date he is no longer Disabled will be due with subsequent premiums due on the premium due dates thereafter.

INTEGRATION

Benefits payable under the Group Policy will be reduced by benefits or payments available under other sources as follows:

- a) For an Insured Member who was a Medical Student when they first became Disabled, the Monthly Disability Income Benefit payable under the Group Policy will be reduced by any other disability benefits or payments that the Insured Member may receive or be entitled to receive:
 - under any individual insurance issued after the Effective Date of the Insured Member's insurance under the Group Policy,
 - under any government sponsored plan or program that provides disability benefits or payments for injuries or sickness related to military service.
- b) For an Insured Member who was a medical resident, a post graduate medical trainee, or a medical fellow when they first became Disabled and who does not have any insurance issued under the Plan C – Essentials, the Monthly Disability Income Benefit payable under the Group Policy will be reduced by any other disability benefits or payments that the Insured Member may receive or be entitled to receive:
 - under any individual insurance issued after the Effective Date of the Insured Member's insurance under the Group Policy,
 - under any other group policy or association policy, excluding coverage provided under PARO, Maritime Resident Doctors and PAIRN,
 - under any government sponsored plan or program that provides disability benefits or payments for injuries or sickness related to military service.
- c) For an Insured Member who becomes Disabled within the first two years of having insurance coverage issued under Plan C – Essentials, if the total of the Monthly Disability Income Benefit payable under the Group Policy and the additional sources of benefits and payments as described in this point c) exceeds the Insured Member's Average Monthly Eamed Income, the Monthly Disability Income Benefit will be reduced by the excess.

Additional sources of benefits and payments are amounts provided

- under any individual insurance issued after the Effective Date of the Insured Member's insurance under the Group Policy,
- under any other group policy or association policy,
- under any government sponsored plan or program that provides disability benefits for injuries or sickness related to military service.

During the first two years after the effective date of coverage, Average Monthly Earned Income will be the greater of the Monthly Disability Income Benefit in force or the average monthly Earned Income during the 12 month period immediately preceding the onset of Total or Residual Disability.

- d) For an Insured Member 65 years of Age but less than Age 70, if the total of the Monthly Disability Income Benefit payable under the Group Policy and the additional sources of benefits and payments as described in this point d) exceeds the Insured Member's Average Monthly Earned Income, the Monthly Disability Income Benefit will be reduced by the excess.

Additional sources of benefits and payments are amounts provided:

- under any individual, association, group insurance of a similar type that provides disability benefits or payments,
- under any government sponsored plan or program that provides disability benefits or payments for injuries or sickness related to military service.

- e) For an Insured Member with coverage under the 70+ DI Coverage Option, if the total of the Monthly Disability Income Benefit payable under the Group Policy and the additional sources of benefits and payments as described in this point e) exceeds the Insured Member's Average Monthly Earned Income, the Monthly Disability Income Benefit will be reduced by the excess.

Additional sources of benefits and payments are amounts provided:

- under any individual, association or group insurance of a similar type that provides disability or payments,
- under any government sponsored plan or program that provides disability benefits or payments for injuries or sickness related to military service.

Average Monthly Earned Income will be the Insured Member's highest average monthly Earned Income in either the 12 month period or calendar (tax) year immediately preceding the onset of Total Disability.

PRE-EXISTING CONDITION LIMITATION FOR INSURANCE OBTAINED WITHOUT PROOF OF GOOD HEALTH

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 24 months prior to the effective date of the Insured Member's insurance coverage under the Group Policy.

Exceptions:

- a) Option Amount obtained under the Guaranteed Insurability Benefit Rider;
- b) Insurance issued under Essentials; and
- c) Insurance obtained under the Medical Student coverage, no benefits are payable for any Disability occurring within 12 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 under the Group Policy.

A new Pre-existing Condition Limitation will apply to any increase in insurance coverage issued without Proof of Good Health under the Medical Student coverage, excluding any automatic increase in insurance coverage issued under the terms of the Medical Student coverage, and accepted by the Insured Member.

If the conditions as set out under the Pre-existing Condition Limitation for Insured Members covered under the Medical Student coverage have not been satisfied on the date the Insured Member begins a residency program, the Pre-existing Condition Limitation continues and applies to coverage issued without Proof of Good Health, excluding any automatic increases in insurance coverage accepted by the Insured Member from:

- the 4th year Medical Student amount; or
- the 3rd year Medical Student amount for an undergraduate medical school program of three years duration.

EXCLUSIONS

No benefits are payable for any Disability:

1. resulting from an act of war;
2. resulting from normal pregnancy and/or childbirth; or
3. during any period of imprisonment or confinement in similar institution.

No benefits are payable for any Disability caused by:

1. Injury sustained, or
2. Sickness which first manifests itself

before coverage is in force.

No benefits are payable under the Group Policy if the Insured Member's loses their license to practice medicine as the result of disciplinary proceedings, criminal conviction or because the Insured Member voluntarily relinquished their license to avoid disciplinary proceedings

No benefits are payable unless the Insured Member is Disabled as defined in the Definitions section of this Certificate of Insurance.

GRACE PERIOD

The Company allows a grace period of 31 days to premium due during which time insurance coverage continues.

CLERICAL ERROR

Clerical error by the Association or by the Company in maintaining any records concerning the Group Policy shall not place in force any insurance which would, but for such error, not validly be in force, nor shall such error invalidate insurance otherwise validly in force, nor continue insurance otherwise validly terminated.

If relevant information pertaining to an Insured Member is found to have been misstated, the true facts will be used to determine whether or not insurance is in force under the terms of the Group Policy and, if in force, in what amounts. Premium adjustments or refunds shall be made if appropriate.

No refund of any premium or portion of a premium, whether paid in error or otherwise, shall be made for any period which commenced more than 12 months prior to the date on which satisfactory evidence substantiating the right to a refund is received by the Company.

INCONTESTABILITY

If Proof of Good Health has been specifically requested by the Company, and if there has been a failure to disclose or a misrepresentation of a fact material to the insurance with respect to an Insured Member, the insurance on that member is voidable by the Company, unless his current Certificate of Insurance issued under the Group Policy has been in effect continuously for two years, in which event it is not, in the absence of fraud, voidable.

ASSIGNMENT

The insurance benefits may not be assigned.

MISSTATEMENT OF AGE

If the Age of an Insured Member has been misstated, the amount payable under the Group Policy shall be the full amount of insurance to which the Insured Member is entitled as determined by his true Age. An equitable premium adjustment shall be made according to the correct Age.

MISSTATEMENT OF SMOKER, NON-SMOKER STATUS

If an Insured Member's status as a smoker has been misstated, the Insured Member's insurance will be cancelled retroactive to the date the Company determines the Insured Member's status as a smoker, with a refund of premiums paid since that date.

SUBROGATION

By making payment or assuming liability for payment under the Group Policy's coverage, when a claim may result from the wrongful actions of a third party, the Company is subrogated to all of the Insured Member's rights of recovery against any third party.

NOTICE OF CLAIM

Written notice of claim must be given to the Company as soon after the occurrence or commencement of any Sickness or Injury covered by the Group Policy 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 the Group Policy and the Insured Member, shall be deemed notice to the Company.

PROOF OF CLAIM

Written proof covering the occurrence, the character and the extent of the Sickness or Injury must be furnished to the Company within 90 days of the onset of Disability. Failure to provide proof within that time shall not invalidate nor reduce any claim if it is shown that proof of claim was provided to the Company as soon as was reasonably possible, but in no event shall the time for filing the proof of claim be extended beyond one year after the time proof of claim is otherwise required.

For the assessment of a claim, the Company may require medical records or reports, proof of payment, itemized bills, or other information the Company considers necessary. Proof of claim is at the claimant's expense.

LIMITATION PERIOD

For Insured Members residing in Ontario

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 *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 the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* or such other applicable legislation of the Insured Member's province or territory.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

In the administration of the Group Policy, the Company will comply with legislation pertaining to the protection of personal information in the private sector. Any person claiming benefits under the Group Policy must furnish such information and authorization as may be necessary.

RIGHT TO RECOVER OVERPAYMENTS

The Company has the right to recover all overpayment of benefits either by offsetting against other benefits payable with respect to the Insured Member or by other legal means.

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 Benefit Period. 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.

The requirement to be under Physician's Care may be waived if written proof acceptable to the Company is provided that it would be of no further to the Insured Member.

RESPONSIBILITIES OF THE INSURED MEMBER

During any period of Disability, the Insured Member must make reasonable efforts to recover from Disability by:

- a) being under Physician's Care;
- b) participating in a reasonable return to work assistance program;
- c) returning to work in his Regular Occupation as engaged prior to Disability or modified duties; and/or
- d) applying for reinstatement of the Insured Member's license to practice medicine.

MEDICAL EXAMINATION

When the insurability of any Eligible Member must be approved by the Company, the Company requires in a satisfactory form, medical evidence including, without limitation, all information concerning the Eligible Member's health which in its opinion is necessary to evaluate the insurability of such person.

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 the Group Policy.

FINANCIAL INFORMATION

When the insurability of any Eligible Member must be approved by the Company, the Company requires, in a satisfactory form, financial evidence including, without limitation, financial information such as income tax returns, financial statements and other accounting records which in its opinion is necessary to evaluate the insurability of such person.

The Company shall have the right to require that the Insured Member provide proof of income, in a form satisfactory to the Company, 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 the Group Policy.

RIGHTS TO COPIES OF DOCUMENTS

An Insured Member or claimant may obtain copies of the following documents:

1. the Insured Member's application for insurance,
2. any written statement or other record, not otherwise part of the application for insurance, that the Insured Member provided to the Company as Proof of Good Health,
3. the Certificate of Insurance, and
4. the Group Policy.

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 Company.

FACILITY OF PAYMENT

If any benefit under the Group Policy 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 \$5,000 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.

EXTENSION OF COVERAGE

If, on the date an Insured Member's coverage under the Group Policy terminates, he is Disabled and either eligible to receive disability benefits or fulfilling a required Elimination Period, the Company will pay the Insured Member the same benefit for any loss incurred after such date and while he remains Disabled as would be payable if the coverage had not terminated.

PORTABILITY OF COVERAGE

Benefits provided under the Group Policy shall be portable throughout the world for Insured Members provided the Insured Member maintains his membership in an Eligible Association.

AMENDMENTS TO THE GROUP POLICY

The Group Policy may be amended when and as agreed to in writing by the Company and the Association. Each amendment must state explicitly that it amends the Group Policy.

The Association's acceptance of any amendment must be evidenced by the signature of an authorized representative of the Association.

TERMINATION OF THE GROUP POLICY

Termination by the Association

The Association may terminate the Group Policy by giving to the Company written notice stating when, not less than 31 days after the date of such notice, such termination shall become effective; but no such termination shall become effective during any period for which a premium has been paid to the Company.

Termination by the Company

The Company has no right to terminate the Group Policy.

OPTIONAL RIDERS

Optional Riders are not available to an Insured Member with coverage under the 70+ DI Coverage Option.

OWN OCCUPATION RIDER

This Rider is not available to an Insured Member who is a Medical Student.

An Insured Member may apply for the Own Occupation Rider and, if insured under this Rider, it is effective from the date indicated in the Policy Schedule.

This Rider is subject to all provisions, definitions, limitations and conditions of the Group Policy to the extent provided. Premiums for this Rider are payable under the same conditions as the premiums for this insurance coverage.

The definitions titled Residual Disability and Total Disability in the Definitions section of this Certificate of Insurance are deleted in their entirety with respect to the Monthly Disability Income Benefit and the following definitions are substituted.

"Residual Disability and Residually Disabled" means that the Insured Member is not Totally Disabled but due to Sickness or Injury, is under Physician's Care and has a loss of Earned Income for each month of at least 20% of his Average Monthly Earned Income or Adjusted Average Monthly Earned Income and he is engaged in his Regular Occupation. At Age 65, this definition reverts to the definition in the Definitions section of this Certificate of Insurance.

"Total Disability and Totally Disabled" means that the Insured Member is unable to perform the essential duties of his Regular Occupation due to Sickness or Injury, and is under Physician's Care. At Age 65, this definition reverts to the definition in the Definitions section of this Certificate of Insurance.

TERMINATION OF OWN OCCUPATION RIDER

This Rider will terminate and any premium payable for the Rider will cease upon the earliest of:

1. the date the Insured Member's Monthly Disability Income Benefit terminates;
2. the date of receipt by the Company or the Association of written request to discontinue this Rider;
3. the expiry date of the grace period following a premium due date as of which the premium for this Rider is not paid in respect of the Insured Member; or
4. on attainment of the Insured Member's 65th birthday. Premiums in this instance will cease on the September 1st immediately following the Insured Member's 64th birthday.

COST OF LIVING ADJUSTMENT RIDER

An Insured Member may apply for the Cost of Living Adjustment Rider and, if insured under this Rider, it is effective from the date indicated in the Policy Schedule.

This Rider is subject to all provisions, definitions, limitations, and conditions of the Group Policy to the extent provided. Premiums for this Rider are payable under the same conditions as the premiums for this insurance coverage.

Definitions as used in this Rider:

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

$$\frac{(\text{CPI for the Index Month})}{(\text{CPI for the Prior Index Month})} - 1 = \text{Cost of Living Adjustment}$$

If the Cost of Living Adjustment is more than 0.10 it shall be reduced to 0.10, and where the Cost of Living Adjustment is less than .00, it shall be zero.

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

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

"Index Month" means the calendar month which is 3 months before the Disability Anniversary Date.

"Prior Index Month" means

- a) as at the first Disability Anniversary Date, the calendar month which is 3 months before the Disability Period started; and
- b) with respect to all subsequent Disability Anniversary Dates, the calendar month which is 3 months before the immediately prior Disability Anniversary Date.

BENEFIT PROVISIONS

On each Disability Anniversary Date the Company will compute the Cost of Living Benefit to determine the Adjusted 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 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 as specified in the Policy Schedule.

For Partial Disability - If the Insured Member suffers Partial Disability and the Disability Period has continued for one year, on each Disability Anniversary Date, the Company will use the Adjusted Monthly Disability Income Benefit to calculate the Partial Disability Benefit.

For Residual Disability - If the Insured Member suffers Residual Disability and the Disability Period has continued for one year, on each Disability Anniversary Date, the Company will use the Adjusted Monthly Disability Income Benefit to calculate the Residual Disability Benefit.

For Recurrent Disability - If the Insured Member suffers a recurrent Disability before the expiration of 6 months from the date of termination of the previous period of benefit payments, as outlined under the Recurrent Disability provision, 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 Concurrent Disability- If Disability is caused by more than one Injury or Sickness, or from both, the terms under the Concurrent Disability section of this Certificate of Insurance will apply.

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

For Benefits Payable Beyond Age 65 - If the Insured Member's benefit payment is payable beyond his 65th birthday, the benefit will be the Adjusted Monthly Disability Income Benefit as at the last Disability Anniversary Date immediately prior to the 65th birthday.

TERMINATION OF COST OF LIVING ADJUSTMENT RIDER

Premiums are payable under this Rider until the September 1st following the attainment of Age 63. This Rider will terminate at the earliest of:

1. the attainment of Age 65 by the Insured Member;
2. the date the Monthly Disability Income Benefit terminates;
3. the expiry date of the grace period following a premium due date as of which the premium for this Rider is not paid in respect of the Insured Member; or
4. the date of receipt by the Company or the Association of written request to discontinue this Rider.

GUARANTEED INSURABILITY BENEFIT RIDER

An Insured Member may be insured for the Guaranteed Insurability Benefit Rider under the Group Policy provided the Insured Member is not insured under the Guaranteed Insurability Benefit Rider under policy no. 59997 issued by the Company or, for the Future Insurance Option Rider under policy no. 59997 issued by the Company or policy no. 2718 issued by the Company.

An Insured Member may apply for the Guaranteed Insurability Benefit Rider with satisfactory Proof of Good Health, unless applied for coverage under either the Medical Student coverage or Essentials. If an Insured Member is insured under this Rider, it is effective from the date indicated in the Policy Schedule.

This Rider is subject to all provisions, definitions, limitations and conditions of the Group Policy to the extent provided. Premiums for this Rider are payable under the same conditions as the premiums for this insurance coverage.

The Company agrees to issue additional coverage at the times provided and subject to the terms and conditions of this Rider and of this insurance coverage.

Definitions as used in this Rider:

"Option Amount" means the amount of additional coverage exercised during any Option Period.

"Option Period" means the 31 day period from May 1st to May 31st inclusive, every calendar year.

Additional Option Periods other than under Essentials include the 60 day period immediately following successful the start of practice.

Under Essentials, an additional Option Period can be exercised within the 120 day period immediately following:

1. the commencement of a fellowship or full-time practice, and
2. the successful completion of a residency program.

ELIGIBILITY

An Insured Member must meet all of the following conditions to be eligible for the Guaranteed Insurability Benefit Rider:

1. he is an Eligible Member as defined in the Group Policy, and
2. he is under the Age of 50.

COVERAGE

During any Option Period while this insurance coverage and Rider are in force under the Group Policy, the Insured Member who is in or outside of Canada may purchase additional Monthly Disability Income Benefit without supplying Proof of Good Health to the Company subject to the terms and conditions of this insurance coverage and of this Rider.

OPTION PERIOD TERMS

The right to purchase additional coverage is subject to all of the following conditions:

1. written application in a form satisfactory to the Company must be received by the Association before the expiry of the Option Period;
2. during any Option Period, an Insured Member may purchase an Option Amount, provided he has sufficient income to qualify for an increase and he is not Disabled during the Option Period. An Insured Member who is 55 years of Age or under on the September 1st immediately preceding the Option Period may purchase an Option Amount of up to \$2,500, in multiples of \$100;
3. under the Essentials additional Option Period only, the Option Amounts are subject to the overall plan maximum of \$7,000 for general practitioners, and \$10,000 for Insured Members practising in a medical specialty or as an emergency room physician, of Monthly Benefit from All Sources in effect or currently applied for;
4. the additional coverage will become effective during the Option Period on the date the application is received by the Association. If an Insured Member's application is received prior to the Option Period and is subsequently approved, the additional coverage will be effective on the first day of the Option Period;
5. under Essentials, the additional coverage will become effective on the later of the date medical practice is commenced or the date the application is received by the Association or Company provided the application is received within 120 days of completing residency;
6. an Insured Member's attained Age must be 55 or less on September 1st immediately preceding the Option Period;
7. the additional coverage will provide an Insured Member with an increase to the Insured Member's Monthly Disability Income Benefit in accordance with the provisions, terms, conditions, riders, endorsements, and amendments included in this Certificate of Insurance;
8. the Elimination Period of the additional coverage may not be less than the shortest Elimination Period for the Insured Member's Monthly Disability Income Benefit under the Group Policy;
9. the additional coverage will exclude any loss resulting from a disease, impairment, or conditions specifically excluded from coverage under the Group Policy unless this Rider was in force prior to any coverage issued to an Insured Member with an exclusion;
10. premiums for additional coverage will be based on an Insured Member's gender and smoker or non-smoker status at the Company's premium rate then in force for the insurance coverage provided.

OPTION DURING DISABILITY

If an Option Period occurs during any period of Disability, the Insured Member may exercise one Option Amount in multiples of \$100, but not to exceed \$1,000, which will apply only to any new Disability.

If the premiums are being waived under the Group Policy the Company will waive premiums for the additional coverage issued from this Rider's effective date. If not, waiver will begin at the same time premiums are waived under the Group Policy. Waiver of any premiums for the additional coverage will otherwise be subject to the Waiver of Premium provision.

OPTION DURING LEAVE OF ABSENCE OR PARENTAL LEAVE OF ABSENCE

If an Option Period occurs during any leave of absence approved by the Company or Parental Leave of Absence the Insured Member may exercise one Option Amount in multiples of \$100, but not to exceed \$1,000, which will only become effective upon their return to work for a minimum of 15 hours a week for a continuous period of 30 days. Premiums will become due upon this return to work for the additional coverage.

LIMITATION OF AMOUNT

Purchase of additional coverage under this Rider will be subject to the Company's disability income limits and financial underwriting guidelines then in effect. The sum of Monthly Disability Income Benefits and all similar insurance coverage in force from All Sources may not exceed these limits and will apply to an Insured Member's Earned Income or, in the case of an Option Period during a period of Disability, an Insured Member's Average Monthly Earned Income immediately before the start of Disability.

TERMINATION OF GUARANTEED INSURABILITY BENEFIT RIDER

This Rider will terminate and any premiums payable for the Rider will cease upon the earliest of:

1. the date an Insured Member's Monthly Disability Income Benefit terminates;
2. the last day of the month in which the Company or the Association receives the Insured Member's written request to discontinue this Rider;
3. September 1st following the attainment of Age 55 by the Insured Member, provided that the Insured Member does not qualify for an Option Amount in accordance with paragraph 6. of the Option Period Terms section of this Rider, in which case this Rider and any premiums payable will terminate on the following September 1st;
4. the expiry date of the grace period following a premium due date as of which the premium for this Rider is not paid in respect of the Insured Member; or
5. The date an Insured Member has the maximum \$25,000 monthly benefit, including coverage from All Sources.

RETIREMENT PROTECTION RIDER

An Eligible Member who has not attained 55 years of Age who is insured for at least \$1,000 of Monthly Disability Income Benefit under the Group Policy and who is practicing medicine on a full-time basis in Canada may apply for the Retirement Protection Rider and, if insured under this Rider, it is effective from the date indicated in the Policy Schedule. An Eligible Member may not be insured for more than \$1,500 of Monthly Retirement Protection Benefit under the Group Policy, policy no. 59997 issued by the Company and policy no. 2718 issued by the Company, combined.

Exception:

For an Insured Member who has not attained 55 years of Age who had coverage under the Group Policy's Medical Student coverage, the Retirement Protection Rider will be available without application at the start of his residency program.

This Rider is subject to all provisions, definitions, limitations and conditions of the Group Policy. Premiums for this Rider are payable under the same conditions as premiums for this insurance coverage.

Exception:

An Insured Member who had coverage under the Group Policy's Medical Student coverage, will have issued to him without Proof of Good Health \$500 of Monthly Retirement Protection Benefit at the start of his residency program.

Definitions as used in this Rider:

"Elimination Period" means 90 consecutive days of Total Disability, for which no benefit is payable under this Rider.

"Monthly Retirement Protection Benefit" means the Monthly Retirement Protection Benefit applied for and approved by the Company.

"Total Disability" means the Insured Member is unable to perform the essential duties of his Regular Occupation due to Sickness or Injury, is under Physician's Care, and is not engaged in any other gainful occupation.

BENEFIT

To qualify for benefits under this Rider the Insured Member must be Totally Disabled and have completed the Elimination Period prior to the Insured Member's 65th birthday.

The amount of benefit paid will be the Monthly Retirement Protection Benefit as shown in the Policy Schedule.

The benefit will be payable monthly, commencing on the day following the completion of the Elimination Period, as long as the Insured Member remains Totally Disabled, but not beyond his 65th birthday. Payment of benefits for part of a month shall be computed at the rate of 1/30th of the monthly benefit multiplied by the number of days of Total Disability during that month.

No other benefits or Optional Riders apply to this Rider.

All benefits under this Rider will be paid according to the terms of the Fund Management Agreement which forms a part of this Rider.

TERMINATION OF BENEFIT PAYMENTS

Benefits shall terminate on the earliest of:

1. the date the Insured Member ceases to be Totally Disabled;
2. the Insured Member's 65th birthday;
3. the date the Company deems the Insured Member has failed to furnish satisfactory evidence of the continuance of Total Disability, or fails to submit to medical examination as required by the Company;
4. the date the Insured Member is no longer under Physician's Care unless the Company has waived the requirement;
5. the date the Insured Member refuses to meet with a representative of the Company at a mutually arranged time as may be requested from time to time;
6. the date the Insured Member refuses to participate in a reasonable return to work program approved by the Company; or
7. the date the Insured Member dies.

RECURRENT TOTAL DISABILITY

The following Recurrent Total Disability provision will apply to this Rider.

When there are subsequent periods of Total Disability resulting from the same cause or causes interspersed with periods during which the Insured Member is not Totally and continuously Disabled, each subsequent period of Total Disability will be treated as a recurrent Total Disability.

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

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

CONCURRENT TOTAL DISABILITY

The following Concurrent Total Disability provision will apply to this Rider.

If Total Disability is caused by more than one Injury or Sickness, or from both, the Company will pay benefits as if the Total Disability was caused by only one Injury or Sickness.

The Company will not pay more than one Total Disability benefit for the same period.

TERMINATION

Premiums are payable under this Rider until the September 1st following the attainment of Age 63. This Rider will terminate at the earliest of:

1. the date the Monthly Disability Income Benefit terminates under the Group Policy;
2. the date of receipt by the Company or the Association of written request to discontinue this Rider;
3. 90 days prior to the attainment of Age 65 by the Insured Member;
4. the date the Insured Member ceases regular and active employment provided the Insured Member is not Totally Disabled; or
5. the expiry date of the grace period following a premium due date as of which the premium for this Rider is not paid in respect of the Insured Member.

FUND MANAGEMENT AGREEMENT

1. The Company hereby appoints Scotiastrust as Fund Manager hereunder for the purpose of receiving all funds which may be payable by the Company under the terms of the Group Policy.
2. Scotiastrust accepts the appointment as Fund Manager hereunder and agrees to be bound by the terms hereof and to do all things as directed herein.
3. The Company agrees that all benefits under this Rider will be paid irrevocably to the Fund Manager if, as and when such benefits may be payable or accrued under this Rider.
4. The Fund Manager shall upon receipt of any payment of funds from the Company, immediately deposit such funds in its Money Market Section of the Scotiastrust Investment Fund for the Insured Member.
5. The Insured Member shall thereupon direct the Fund Manager as to the investment and reinvestment of the funds received by the Fund Manager from the Company. In the event that the Insured Member does not so direct the Fund Manager, whether due to incapacity or otherwise, the Fund Manager shall, in its sole discretion, invest and reinvest such funds from time to time received in its Money Market Section of the Scotiastrust Investment Fund or such other similar investment vehicle offered by the Fund Manager, provided that the Insured Member may at any time direct the Fund Manager as to the investment or reinvestment of the funds in its Money Market Section of the Scotiastrust Investment Fund or other investment vehicles made available by the Fund Manager. The Fund Manager shall from the time of receipt of such direction invest and reinvest the funds then held and such additional funds as may from that time be received, in accordance with such direction.
6. All funds received by the Fund Manager from the Company and all income earned through the investment or reinvestment of such funds shall, subject to paragraph seven, eight and 10 hereof, be irrevocably held by the Fund Manager for the Insured Member or his beneficiaries until he attains Age 65 or dies, whichever occurs first.
7. The income, if any, earned through the investment or reinvestment of the funds held by the Fund Manager hereunder shall be credited to the Insured Member in the calendar year in which it is earned. Any income that is not paid to him in that year in accordance with paragraph eight hereof shall be added to and form part of the funds to be held and invested by the Fund Manager. The Fund Manager will issue a T-3 Supplementary form to the Insured Member as required by the Income Tax Act.
8. The Fund Manager, upon request of the Insured Member received not later than March 30th in any calendar year, will pay annually to him part of the income earned through the investment or reinvestment of the funds held by the Fund Manager hereunder in order to assist the Insured Member in the payment of any tax liability with respect to such income, provided that in no event shall such payment exceed 50% of such income in the preceding year.
9. The Company and the Fund Manager hereby agree that upon the earlier of the date the Insured Member attains the Age of 65 or dies, the Insured Member or his legal personal representative, as the case may be, shall direct the Fund Manager, and the Fund Manager, upon proof satisfactory to it, shall pay over to such person as the Insured Member or his legal personal representative, as the case may be, shall direct, all funds and income therein then held by the Fund Manager for the Insured Member by it less any fees then owing to the Fund Manager.

10. In the event that the Insured Member recovers from Total Disability prior to Age 65 and before an amount of \$5,000 accumulates in the Trust Fund, or such other amount as may be agreed upon from time to time between the Company and the Fund Manager, the Fund Manager, upon receiving instructions satisfactory to it from the Company and the Insured Member, shall pay all funds and income therein then held to the Insured Member.
11. The fees payable under this Fund Management Agreement shall be calculated on a basis consistent with the fees which would be charged on funds held by the Fund Manager pursuant to a Registered Retirement Savings Plan or similar plan.
12. The Fund Manager will provide the Insured Member with statements detailing the status of the Insured Member's account on a frequency of not less than twice per year. The statements shall be deemed to be true and correct for all purposes unless the Insured Member gives written notice to the Fund Manager, setting forth any exceptions or objections and the basis therefore, within 45 days from the receipt thereof.
13. In the event of dispute between the parties or between them or either of them and any other person, the Fund Manager shall be entitled, at its option, to refuse to comply with any claims or demands on it, as long as such dispute shall not be resolved. In so refusing, the Fund Manager may make no delivery or other disposition of any property affected hereby and in so doing, the Fund Manager shall not be liable in any way to any person for its failure or refusal to comply with such conflicting or adverse demands and it shall be entitled to continue to refrain from acting until the respective rights of adverse claimants shall have been finally adjudicated by the Court having jurisdiction or that all differences shall have been adjusted and settled by agreement between the adverse claimants and the Fund Manager shall have been notified thereof in writing signed by all the persons concerned.
14. Unless otherwise directed in writing, any notice or direction required to be given under this Fund Management Agreement shall be deemed valid on delivery or after 3 business days if mailed by ordinary first class mail, in the case of the Insured Member, to the last address shown on the record of the Company and the Fund Manager, in the case of the Company, to Sun Life Assurance Company of Canada, 1 York Street, Toronto, Ontario, M5J 0B6 and to Scotiabank at Scotia Plaza, 38th Floor, 40 King St. West, Toronto, Ontario, M5H 1H1.
15. Where there shall be any dispute or question as to the benefit payable to the Insured Member by the Company, it shall be determined by reference to the Group Policy.
16. This Fund Management Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators or legal personal representatives of the Insured Member and on the successors and assigns of the Company and the Fund Manager.