



Sample Policy Contract

This sample policy contract is provided for your information only.
It is not a valid contract or an offer of insurance.

FollowMe™ LIFE INSURANCE PLAN

DEFINITIONS

Age means Your attained age on the Effective Date, and each subsequent Policy Anniversary Date.

Amount of Insurance is the amount of life insurance coverage in force, as shown on page 1 of this Policy. Life insurance coverage is available in increments of \$1,000 from \$25,000 up to \$200,000.

Death Benefit means the Amount of Insurance in force on the date of Your death, as shown in the Policy Summary, less any Living Benefit paid and any outstanding premium due.

Effective Date is the later of the day after the date on which Your group life benefits end(ed) or the date We receive at Our Office, a completed application, provided that the first full premium for the insurance applied for is paid.

The Effective Date is subject to the Reinstatement provision of this Policy

Grace Period is the 30-day period following any Premium Due Date while this Policy is in force.

Immediate Family Member means Your Spouse, children, parents and siblings.

Insured Person means You.

Non-Smoker means someone who has not used any form of tobacco, including smoking-cessation products, or marijuana, in the past twelve (12) months preceding the date of application for this insurance or for non-smoker rates, and who meets Manulife's health standards.

Office means Our office as shown on page 2 or elsewhere as advised by Us.

Physician means a legally qualified medical doctor who is duly licensed in the place where he/she practices and who is practising within the scope of his/her licensed authority. For the purposes of this Policy, the Insured Person's Physician must be a person other than the Insured Person, or the Insured Person's Immediate Family Member.

Policy Anniversary is the date as shown in the Policy Summary page.

Pre-Existing Condition means any injury, illness or physical condition, whether diagnosed by a physician or not, for which medical treatment was sought, recommended, required or obtained, or for which drugs were prescribed and/or taken within the 24 month period immediately prior to the Effective Date.

Premium Due Date means the Effective Date and:

- a) the Policy Anniversary, if premiums are being paid annually; or
- b) the first day of each month, if premiums are being paid monthly.

Spouse means a person who:

- a) is legally married to You; or
- b) if not legally married to You, resides with You in a conjugal relationship, and has so resided for a continuous period of not less than two years.

You, Your and Yourself means the Insured Person.

INSURABILITY

You are insurable under this Policy if You:

- a) were a resident of Canada and at least 18 years of age and not yet 70 years of age on the date that You applied for coverage under this Policy; and
- b) You were a member of a group life insurance plan, or the Spouse or child of a member, on or prior to the date that You applied for coverage under this Policy, and Your coverage under that group life insurance plan ended no earlier than 60 days prior to the date that You applied for coverage under this Policy and no later than the Effective Date.

BENEFITS

Subject to the provisions of this Policy, We will pay benefits as follows:

DEATH BENEFIT

We will pay a Death Benefit to the beneficiary upon receipt of proof, satisfactory to Us, that Your death occurred while this Policy was in force.

Proof of Claim

Within twelve (12) months after the date of death, We must receive at Our Office proof, satisfactory to Us:

- a) that death occurred while this Policy was in force;
- b) of Your age;
- c) of the name and age of the Beneficiary, if any; and
- d) of the right of the Beneficiary to receive any proceeds payable.

We may also require submission of this Policy.

We have the right to investigate the circumstances of the death and to require an autopsy, unless prohibited by law.

Failure to Submit Proof of Claim

Failure to submit proof within twelve (12) months after the date of death shall not invalidate any claim if it can be shown that submission of such proof was not reasonably possible and that proof was submitted as soon as was reasonably possible.

LIVING BENEFIT

We will pay a Living Benefit to You upon receipt of proof, satisfactory to Us, that You are suffering from a fatal illness, the diagnosis of which was made after this Policy had been in force for at least two (2) years, and You have been given a prognosis of death within one (1) year.

The amount of the Living Benefit will be up to fifty per cent (50%) of the Amount of Insurance in force on Your life, up to a maximum of \$50,000.00. The Amount of Insurance on Your life will be reduced by the amount of any Living Benefit paid.

In no event will We pay the Living Benefit more than once.

Notice and Proof of Claim

Notice of a claim for payment of the Living Benefit must be made in writing to Our Office within thirty (30) days of the date the prognosis of death within one year is first given.

Within fifteen (15) days of receiving a notice of claim, We will send You proof of claim forms. If You do not receive the proof of claim forms within fifteen (15) days, You may submit the proof of claim to Us in a written statement that includes the cause, nature and extent of the sickness that is the basis of this claim.

Within ninety (90) days of the date the prognosis is first given, We must receive at Our Office the written medical opinion of a Physician demonstrating, to Our satisfaction, the prognosis of Your death within one (1) year. Such medical opinion must be provided at no cost to Us. Notwithstanding any other provisions in this Policy, the final decision on payment of the Living Benefit is reserved solely by Us.

Failure to Give Notice or Submit Proof of Claim

If You fail to provide Us with notice of Your claim or to furnish the required proof within the time prescribed in the previous subsection, You may still be able to do so, as long as You can show Us that it was not reasonably possible for You to have provided the notice or furnished the proof within the time prescribed and You provide the Notice or furnish the proof as soon as is reasonably possible thereafter. In all cases, however, You must provide proof of claim within one (1) year of the date a claim arises under the Policy.

EXCLUSIONS

No benefit will be paid under this Policy:

- a) where Your death occurs during the 24 month period following the later of the Effective Date or the date of last Reinstatement, and results directly or indirectly from, or in any manner or degree associated with or occasioned by a Pre-Existing Condition; or

b) where Your death occurs either during or after the 24 month period following the later of the Effective Date or the date of last Reinstatement and results directly or indirectly from, or in any manner or degree associated with or occasioned by suicide, attempted suicide or other self-inflicted injury which occurs or takes place during the said 24 month period.

Our only obligation in such an instance will be the return of premiums paid up to the date of Your death.

PREMIUMS

Premiums for this Policy are based on the amount of insurance that you have in force as well as Your attained age, sex, smoking status and the premium frequency you choose. The premiums payable for this Policy are set out in the Schedule attached to this Policy. The premiums are not guaranteed and can change on any Policy Anniversary date.

In order to keep Your insurance in effect, You need to pay Your premiums on Your Premium Due Dates. Your first premium is payable with Your application and covers the period from the Effective Date of coverage to the next Premium Due Date. Subsequent premiums are due on each subsequent Premium Due Date. If We do not receive Your first premium, or if Your first premium is not honoured when first presented for payment, the Policy will be deemed never to have come into effect.

Grace Period

Except for the first premium, a Grace Period of thirty (30) days is allowed for payment in full of any premium due, during which time this Policy will remain in force subject to the Termination Provisions below. If a Benefit becomes payable during a Grace Period, any premium due but unpaid will be deducted from the Benefit payable.

Method and Frequency of Premium Payments

You can choose to pay premiums:

- a) monthly by pre-authorized withdrawals from Your chequing account;
- b) monthly or annually by charging Your premiums to a credit card that is acceptable to Us;
- c) annually by cheque (made payable to Manulife); or

d) by any other payment method of frequency that We make available to You.

All payments must be in Canadian dollars.

If You wish to change the method or frequency of Your premium payments, please contact Us by telephone, e-mail or regular mail. We will tell You what information or documents You need to send to Us in order to effect this change. Where a change in frequency is requested, the premium amount will change accordingly.

Reinstatement

Where this Policy has lapsed due to non-payment of premium, You may apply to have it reinstated within two (2) years of the date of the first unpaid premium was due. In order to apply to reinstate this Policy, You must provide a written application for reinstatement; and payment of overdue premiums with interest at a rate determined by Us.

TERMINATION

This Policy will terminate on the earliest of the following dates:

- a) the end of any Grace Period where the premium due or any part thereof remains unpaid;
- b) the Premium Due Date coinciding with or immediately following the date We receive written notice from You requesting that Your insurance be cancelled;
- c) the date on which the Amount of Insurance does not meet Our minimum requirements for the Policy;
- d) the date You become 80 years of age; or
- e) the date of Your death.

The Policy may also be terminated at Our option should it come to Our attention that Non-Smoker status has been misstated on the application for this Policy or on any request for a change to Non-Smoker premiums which has been accepted by Us.

Payment of Premium After Insurance Ceases

Subject to the provisions of the Policy, if a premium is paid after insurance ceases in accordance with the immediately preceding subsections, We are not liable for the payment of any benefits under the Policy in respect of the insurance which ceased. In that event, We will refund the amount of premium paid after the insurance ceased.

GENERAL PROVISIONS

The Contract

The contract of insurance between You and Us consists of this Policy, any documents attached to this Policy, the application for insurance, a copy of which is attached, and any amendment(s) agreed to in writing by You and by Us. We are bound only by the contract's written terms.

A change in the contract may be made with the written consent of both You and Us, provided that our President or his/her designate is the only person who has the authority to waive or agree to change any of the conditions or provisions of the contract or of this Policy on Our behalf.

Incontestability

In the absence of fraud, We will not contest the validity of this Policy after it has been in force for two (2) continuous years from the later of the Effective Date or the date of the last Reinstatement.

Limitation Period

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

Assignment

You may assign this Policy, but no assignment will be binding on Us unless it is in writing and received by Us at Our Office. We will not be responsible for the validity, effect or sufficiency of any assignment.

Any absolute assignment will revoke the interest of a revocable beneficiary. Any collateral assignment will transfer the interest of the beneficiary to the assignee to the extent of the assignee's interest.

Beneficiary

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

Unless You designated a beneficiary or beneficiaries in writing at the time You applied for this Policy, the beneficiary of any Death Benefit payable under this Policy shall be Your estate.

Unless prohibited by applicable laws, You may change your beneficiary or beneficiaries at any time prior to Your death. A change of beneficiary may be made by filing a Beneficiary Change Form or other written request for a change of beneficiary in a form acceptable to Us. When it has been recorded by Us, the change will take effect as of the date the form was signed. A change will automatically revoke any prior appointment, except in the case of an irrevocable beneficiary, whose written consent will be required before any change may take effect.

Unless otherwise provided by law or in Your Beneficiary Designation/Change Form:

- a) if more than one beneficiary is designated, any Death Benefit payable will be paid in equal shares;
- b) if no beneficiary survives You, or if none has been designated, any Death Benefit payable will be paid to Your estate; and
- c) if a beneficiary dies before You, and one (1) or more beneficiaries survive, the share of the deceased beneficiary will pass to the survivor, or in equal shares to the survivors.

Requesting a Change to Non-Smoker Premiums

If You are paying smoker premiums, You can apply to change to Non-Smoker premiums after You have been a Non-Smoker for twelve (12) consecutive months.

If You wish to change to Non-Smoker premiums, please contact Us by telephone, e-mail or mail. We will tell You what information or documents You need to send to Us in order to apply for this change.

If We approve the change, Your future premiums will be payable on a Non-Smoker basis. The change will take effect on the Premium Due Date following the date We approve the change to Non-Smoker status.

Misstatement of Age and Sex

Your attained Age is determined from Your date of birth as provided in Your application for this Policy. If Your date of birth was misstated in the application, the Amount of Insurance will be adjusted on the basis of the correct Age and the premium paid.

If, based on Your correct Age, this Policy would not have been issued, the Policy shall be voidable at any time within 60 months of the Effective Date and our only obligation in the event the Policy is voided shall be the return of premiums paid.

If, based on Your correct Age, this Policy would have terminated at an earlier date, the Policy shall be deemed to have terminated on that date and our only obligation with respect to the period that coverage would not have been in effect will be the return of premiums paid for that period.

If Your sex was misstated in the application, the Amount of Insurance and/or the premium required will be adjusted on the basis of the correct sex.

Misstatement of Non-Smoker Status

A misstatement of Non-Smoker status is considered fraud. We reserve the right to void Your insurance at any time if it is discovered that Non-Smoker status was misstated.

Non-Waiver

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

Applicable Jurisdiction

The contract shall be subject to the laws of the Canadian province or territory in which You resided at the time of application for this insurance.

Limitation of Actions

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year, or any greater period specified by applicable provincial law, after the date the insurance money became payable or would have become payable if it had been a valid claim.

Currency and Place of Payment

All payments to be made hereunder to or by Us shall be in the lawful currency of Canada. Payments to Us shall be made at Our Office or elsewhere as may be determined by Us. Payments by Us shall be made in the Canadian province or territory in which You resided at the time of application for this insurance, or elsewhere if We consent.

How We Contact You

All notices will be sent to Your address as shown in our files. It is Your responsibility to advise Us of any changes in Your address.

How to Contact Us

Please send payments or documents to Our address shown on page 2 of this Policy.

Non-Participating

This Policy is not eligible to share in the divisible surplus of the Insurer.

This Policy does not have any cash value and is not eligible for dividends.