

Certificate of Insurance

Certificate Number <<CERTNO>>

Under Group Policy SP491

<<FNAME LNAME>>

Accident Insurance Plan

This Certificate is subject in all respects to the terms and conditions of the Group Policy. The Certificate will govern any matter requiring determination under the Group Policy. It supersedes any previously issued Certificate under the Group Policy.

Signed for The Manufacturers Life Insurance Company at Toronto, Ontario by:



Roy Gori
President and Chief Executive Officer

30-day satisfaction guarantee

The Insured Person may, within thirty (30) days after receiving this Certificate, return it to the address below for cancellation. The Certificate will be void and any premium paid up to the end of the 30-day period will be refunded less any claims paid to the Insured Person under this Certificate. The rights of any beneficiary under this Certificate are subject to this right of cancellation.

The Manufacturers Life Insurance Company

Affinity Markets
P.O. Box 670, Stn. Waterloo
Waterloo, Ontario
N2J 4B8

For general information or claim forms:

Visit our Website at: manulife.ca
E-mail address: am_service@manulife.ca
Call toll-free: 1-866-693-7081

Accident insurance plan

Schedule page

Basic plan

Amount of Insurance	Original Effective Date of Coverage	Termination Date
\$2,000	<<coverage date>>	5 Years from the Original Effective Date of Coverage

Enhanced plan

Amount of Insurance	Effective Date of Coverage	Type of Insurance	<<Modal>> Premium
<<coverage amount>>	<<coverage date>>	Single Plan/Family Plan	<<premium amount>>

Accident insurance plan

Definitions

Accident means an unintentional, sudden, fortuitous and unforeseeable event due exclusively to an external violent cause inflicting, directly and independently of other causes, death or Injury as shown in the Accident Benefit Schedule or Fracture Benefit Schedule.

Amount of Insurance is as shown on the Schedule Page. The Amount of Insurance for the Basic Plan is \$2,000. The minimum Amount of Insurance for the Enhanced Plan is \$50,000. The Enhanced Plan is available in increments of \$25,000 up to a maximum of \$1,000,000.

Certificate of Insurance (Certificate) means this Certificate of Insurance under Group Policy SP491.

Effective Date of Coverage means:

For the Basic Plan, the date We approve the application for insurance.

For the Enhanced Plan, the first day of the month immediately following the date the Insured Person's application has been approved by Manulife, provided that payment of the first premium has been received by Manulife.

Eligible Family Member means, if covered under the Family Plan:

- a) a spouse, between the age of 18 and 70 inclusive at the time of application, legally married to the Insured Person, or common law partner with the Insured Person for a continuous period of not less than two years; and
- b) dependent child(ren), under the age of 23 at the time of application, or under the age of 25 if a full-time student at the time of application.

Employee means an Insured Person who:

- a) is a Canadian resident;
- b) has been continuously employed for the last 3 months by the same employer;
- c) is classified by his or her employer as a permanent employee who works at least 20 hours a week;
- d) is not involved in seasonal employment;
- e) is not employed on a temporary contract, and
- f) is subject to regular deductions for Employment Insurance premiums in Canada in relation to his or her employment.

Group Policy means Group Master Policy SP491 issued to Fairstone Bank of Canada by The Manufacturers Life Insurance Company, and any associated amendments made to it, with an effective date of September 1, 2021 (Group Policy Effective Date).

Group Policy Anniversary means September 1 of each year following the Group Policy Effective Date.

Hospital means an establishment which:

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

Injury means bodily injury or injuries caused by an Accident occurring while coverage is in force to the Insured Person or Eligible Family Member, as applicable sustaining the injury and resulting in loss as shown in the Accident Benefit Schedule and Fracture Benefit Schedule, covered by this Certificate.

Insured Person means a person who:

- a) has applied for the insurance hereunder and the application for insurance has been approved by Us;
- b) at the time of application was:
 - i) a cardholder of a Walmart Rewards Mastercard credit card, Walmart Rewards World Mastercard credit card or any other payment card that Fairstone Bank of Canada may designate from time to time, as applicable, issued by Fairstone Bank of Canada
 - ii) between ages eighteen (18) and seventy (70) years inclusive; and
 - iii) a resident in Canada.

Job Loss means loss of employment due to involuntary layoff, dismissal without cause or loss of Self-Employment. The date of Job Loss is the last day paid as indicated in the Record of Employment issued by the Insured Person's or Eligible Family Member's employer, as applicable.

Office is Our Office at the address shown on page 2 of this Certificate.

Premium Due Date means the first day of each month following the Effective Date of Coverage, if premiums are being paid monthly.

Self-Employment or Self-Employed means a person who earns an income from his or her own company, business, profession, partnership, or an entity in which he or she holds assets as an owner within Canada. To qualify for the Job Loss Waiver of Premium Benefit in relation to Self-Employment, the Insured Person must have been Self-Employed for 30 hours or more per week, for an active business, for a continuous period of at least 18 months prior to the date of Job Loss.

Vehicle means a motorized land vehicle which does not operate on rails or crawler treads and not including a two-wheeled vehicle, farm-type tractor or any equipment primarily designed for off-road use.

Waiting Period means a period of at least thirty (30) days following the date of the Job Loss during which an Insured Person or Eligible Family Member, if applicable, continued to be unemployed.

We, Us and Our means The Manufacturers Life Insurance Company (Manulife).

Benefits

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

Basic plan

We will pay a one-time lump sum death benefit of \$2,000 to the beneficiary when We receive at Our Office proof reasonably satisfactory to Us, that the death of the Insured Person occurred while the Basic Plan was in force, was due to an Accident and that the death occurred within 365 days of the Accident. This benefit applies only to the Insured Person and is in force for five (5) years from the Effective Date of Coverage.

Enhanced plan

Family plan

If purchased under the Enhanced Plan, Eligible Family Members are covered as follows:

- a) Spouse: 100% of the Insured Person's benefit; and
- b) Dependent child(ren): 100% of the Insured Person's benefit, except for the Accidental Death and Dismemberment Benefit, which is 25% of the Insured Person's benefit.

Accidental death and dismemberment benefit

If the Insured Person or Eligible Family Member, as applicable, as a result of an Accident, sustains an Injury which results in one of the following losses within 365 days of the Accident and while the Enhanced Plan was in force and is not excluded by the subsection *Exclusions and Limitations* in this Certificate, a lump sum benefit will be payable to the Insured Person, if living. If the Insured Person is deceased, payment will be made as set out under the Beneficiary section, according to the Accident Benefit Schedule.

We have the right to investigate the circumstances of the Insured Person's or Eligible Family Member's loss, as applicable, due to an Accident, to require that the Insured Person undergo a medical examination and in the event of death, to require an autopsy, unless prohibited by law.

Accident Benefit Schedule

Accidental Loss	% of Amount of Insurance
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%
Life	100%
One or both hands or arms	100%
Entire sight of one or both eyes	100%
One hand or one foot and sight of one eye	100%
Thumb and index finger of one hand	100%
Speech	100%
Hearing in one or both ears	100%
One or both feet or legs	100%
Loss of use of one hand or one foot	100%
Loss of use of one arm or one leg	100%
All toes of one foot	25%

Loss of hand means complete and permanent severance at or proximal to the wrist joint, but distal to the elbow joint.

Loss of foot means complete and permanent severance at or proximal to the ankle joint, but distal to the knee joint.

Loss of arm means complete and permanent severance at or proximal to the elbow joint.

Loss of leg means complete and permanent severance at or proximal to the knee joint.

Loss of sight means the entire and irrevocable loss of sight of the eyes for 12 consecutive months.

Loss of speech means the complete and irrevocable loss of speech, which does not allow audible communication in any degree, provided that the loss is continuous for 12 consecutive months.

Loss of hearing means the entire and irrevocable loss of hearing of both ears, which cannot be corrected by any hearing aid or device, provided that the loss is continuous for 12 consecutive months.

Loss of thumb means the complete and permanent loss of the entire distal phalanx of the thumb.

Loss of index finger means the complete and permanent loss of two entire phalanges of the index finger.

Loss of finger means the complete and permanent severance at or proximal to the metacarpophalangeal joint joining the finger to the hand.

Loss of all toes of one foot means the complete and permanent loss of the entire distal phalanx of every toe on one foot.

Quadriplegia means the complete and irreversible paralysis of four limbs, provided that the loss is continuous for 12 consecutive months.

Paraplegia means the complete and irreversible paralysis of the lower portion of the body (including bowel and bladder) and both lower limbs due to Injury of the spinal cord.

Hemiplegia means the complete and irreversible paralysis of one side of the body including upper and lower limbs due to Injury of the spinal cord.

Loss of use means total and irrevocable loss of use provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent and that is beyond remedy by surgical or other means.

Fracture benefit

We will pay 100% of the benefit amount shown in the schedule below to the Insured Person or Eligible Family Member, as applicable, if the Insured Person or Eligible Family Member, as applicable, suffers a fracture while the Enhanced Plan was in force as a direct result of an Accident and from no other cause.

Fracture Benefit Schedule

Loss	Benefit Amount	Loss	Benefit Amount
Spine (two or more vertebrae)	\$5,000	Ankle (Pott's Fracture)	\$500
Spine (one vertebrae)	\$2,000	Wrist (Colles Fracture)	\$500
Spine (compression fracture)	\$1,000	Two or more ribs	\$250
Cranium (depressed fracture)	\$5,000	One rib	\$100
Cranium (other)	\$2,000	Facial bones	\$200
Pelvis	\$3,000	Sacrum or Coccyx	\$250
Femur	\$1,500	Sternum	\$250
Lower leg	\$1,000	Collar Bone	\$250
Knee cap	\$1,000	Heel Bone	\$125
Forearm (compound or comminuted)	\$750	Hand (one or more metacarpals)	\$100
Forearm (not compound)	\$350	Foot (calcaneum and/or metatarsal(s))	\$100
Upper Jaw	\$750		
Lower Jaw	\$200	Nose	\$50
Arm between Shoulder and Elbow	\$400	Chip or Hairline Fracture	\$25
Shoulder Blade	\$500	Any bone not specified	\$25

Limitation: If the Insured Person or Eligible Family Member suffers more than one fracture in an Accident, the amount paid will be for the largest single applicable benefit only.

Benefit reductions at older ages

Benefit amounts are as outlined in this Certificate if you are between ages 18 and 69 inclusive when the Accident occurs. Starting at age 70, all benefits are reduced by 50% of the original Amount of Insurance. At age 75 and over, benefits are further reduced by 25% of the original Amount of Insurance. If you have the Family Plan, benefits for your Eligible Family Member are paid in the same manner, based on your Eligible Family Member's age.

This table illustrates how this benefit reduction works.

Age	Reduction	Example: Original Amount of Insurance \$100,000
70	50%	\$50,000 payable
75	25%	\$25,000 payable

Home alteration and vehicle modification benefit

If the Insured Person or Eligible Family Member, as applicable, suffers an Injury due to an Accident while the Enhanced Plan was in force which results in:

- a) the loss of use of two limbs; or
- b) hemiplegia, paraplegia or quadriplegia,

And as a result, requires the use of a wheelchair to be ambulatory, We will pay up to 10% of the original Amount of Insurance, to a maximum of \$10,000 for expenses incurred for:

- a) Alteration to the Insured Person's or Eligible Family Member principal residence for the purpose of making it wheelchair accessible; and
- b) Modification to one motor Vehicle that the Insured Person or Eligible Family Member uses for the purpose of making it wheelchair accessible (subject to approval by Vehicle licensing authorities, where necessary).

The expenses must be reasonable and necessary, as reasonably determined by Us, and incurred within three years after the date of the Accident. We must receive receipts for the expenses, at Our Office, within 6 months of the date they are incurred.

Repatriation benefit

If Injury results in the loss of life of an Insured Person or Eligible Family Member at least 50 kilometers from the Insured Person's or Eligible Family Member's normal place of residence while the Enhanced Plan was in force and within 365 days of the Accident, We will pay the actual expenses incurred for preparing the Insured Person or Eligible Family Member for burial or cremation and for the shipment of the body of the Insured Person or Eligible Family Member to his or her city of residence, to a maximum of \$10,000.

Family transportation benefit

If as a result of Injury covered under this Certificate, the Insured Person or Eligible Family Member is confined to a Hospital located 200 kilometers or more from his or her place of residence, while the Enhanced Plan was in force and within 365 days of the date of the Accident, and the attending physician recommends the personal attendance of a member of the immediate family of the Insured Person or Eligible Family Member, We will pay the actual expenses, to a maximum of \$10,000, incurred by such immediate family member for transportation to the Insured Person or Eligible Family Member by a licensed common carrier.

Common disaster (applicable to Insured Person with the Family Plan only)

If an Insured Person has the Family Plan covering his or her spouse and, as a result of Injuries covered under this Certificate, the Insured Person and his or her spouse both die as a result of Injuries sustained in the same Accident and within 90 days of such Accident while the Enhanced Plan was in force, the Amount of Insurance payable for the death of the Insured Person and spouse will be doubled, subject to the overall plan maximum.

In-hospital & home recovery indemnity benefit

If an Injury covered under this insurance requires that the Insured Person or Eligible Family Member be confined to a Hospital for more than five consecutive days while the Enhanced Plan was in force, We will pay \$100 per day to the Insured Person or Eligible Family Member, as applicable, retroactive to the third day of Hospital confinement. This benefit is limited to a total of 180 days for any Injury covered under this insurance to a maximum of \$18,000. Successive periods of Hospital confinement for loss from the same Injury separated by a period of less than one month will be considered as one period of Hospital confinement.

We will pay two days of Home Recovery benefits for each day of hospitalization for each period of Hospital confinement for loss from the same Injury while the Enhanced Plan was in force. The Home Recovery benefit is \$100 per day. This benefit is limited to a total of 360 days for any Injury covered under this insurance to a maximum of \$36,000.

Job Loss Waiver of Premium Benefit

If an Insured Person, or insured spouse if covered under the Family Plan, is an Employee or is Self-Employed and experiences a Job Loss while the Enhanced Plan was in force, all coverage which is in effect on the Insured Person or insured spouse will be continued and We will waive all premiums due for the coverage, provided that the Insured Person or insured spouse:

- a) was under 66 years of age on the date the Job Loss occurred;
- b) has satisfied the Waiting Period; and
- c) has provided reasonably satisfactory proof to Us of the Job Loss.

Premiums waived are those which are payable on the first Premium Due Date that falls after the Waiting Period and on each subsequent Premium Due Date for a maximum period of 9 months following the end of the Waiting Period.

No benefit is payable if:

- a) the date the Job Loss occurs is prior to the Effective Date of Coverage;
- b) the Insured Person or insured spouse returns to work or becomes Self-Employed before the next Premium Due Date following the Waiting Period.

Notice and proof of claim

Written notice and reasonably satisfactory proof of Job Loss must be received at Our Office within 90 days following the end of the Waiting Period.

Retroactive benefits will be granted if it is shown that notice and proof were given as soon as it was reasonably possible. Benefits will be granted only for the period for which proof of Job Loss is received by Us.

Termination

The Job Loss Waiver of Premium Benefit will terminate on the earliest of:

- a) the Premium Due Date immediately following the date the Insured Person or insured spouse is no longer unemployed;
- b) the date We ask for reasonable proof that the Insured Person or insured spouse is still unemployed and such proof is not given within 31 days following the date such proof was requested, unless it is shown that proof could not reasonably be provided within this period but was provided as soon as was reasonably possible thereafter; and
- c) the date which is 9 months following the end of the Waiting Period.

Limitation of Job Loss Waiver of Premium Benefit

The Job Loss Waiver of Premium Benefit will not be granted if Job Loss is due to:

- a) resignation of employment by the Insured Person or an insured spouse, as applicable;
- b) voluntary forfeiture of salary, wages, or income by the Insured Person or an insured spouse, as applicable;
- c) retirement by the Insured Person or an insured spouse, as applicable;
- d) ceasing of a Self-Employed person's business operations for any reason within 12 months of the Effective Date of Coverage;
- e) the regular end of seasonal employment or work;
- f) closure of a Self-Employed person's business due to willful misconduct or criminal misconduct, or
- g) a commission or attempted commission of a criminal offence.

Exposure and disappearance

Loss as a result of exposure

If an Insured Person or an Eligible Family Member, as applicable is unavoidably exposed to the elements and, as a result of such exposure and within 365 days of the date of the Accident and while the Enhanced Plan is in force, the Insured Person or Eligible Family Member suffers a death or Injury for which We would otherwise have paid under the Certificate, such death or Injury will be deemed to be a result of an Accident as defined in the Certificate.

Disappearance of Insured Person

If due to the wrecking, sinking or disappearance of a conveyance (e.g. ship, vessel or other motorized object) in which an Insured Person or an Eligible Family Member, as applicable is riding, the Insured Person or an Eligible Family Member, as applicable disappears and the body of the Insured Person or an Eligible Family Member, as applicable is not found within 365 days from the date of such wrecking, sinking or disappearance, it will be presumed, subject to there being no evidence to the contrary and to all the other terms and conditions of this Certificate, the Insured Person or an Eligible Family Member died as a result of the Injury.

Air Travel

A flight Accident causing an Injury or death when an Insured Person or Eligible Family Member is travelling as a passenger on a commercially licensed airline. The aggregate limit of Manulife's liability under this Certificate for Injury or death arising out of one single air travel Accident is a maximum of \$1,000,000. Payment will be prorated among the Insured Person and any Eligible Family Members involved in a single common flight Accident.

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

Exclusions and limitations for accidental death & dismemberment and fracture benefits

Exclusions (Risks not covered)

We will not pay Accident Benefits or Fracture Benefits if the Insured Person's or an Eligible Family Member's, Injury or death results directly from any of the following:

- a) **Pre-existing condition** – an Accident that occurred before the Effective Date of Coverage;
- b) **Disease** – disease of any kind unless disease occurs as a direct result of an Accident;
- c) **Non-visible Injury** – an Injury that has no visible wound or contusion except for an Injury caused by involuntary asphyxiation or involuntary ingestion of a foreign object (loss of sight or hearing is covered according to the Benefit Schedule);
- d) **Medical or surgical complications** – medical or surgical complications arising from medical or surgical treatment except for complications which may arise from medical or surgical treatment when required as a direct result of an Accident;
- e) **Infection** – infection, unless the infection occurs as a direct result of an Accident;
- f) **Intoxication** – any death or Injury directly related to the ingestion of alcohol while the concentration of alcohol in the Insured Person's or an Eligible Family Member's blood exceeds 80 milligrams of alcohol in 100 milliliters of blood;
- g) **Drugs or poison** – any voluntary inhalation of gas or ingestion of poison or toxic substances; any voluntary inhalation or ingestion of non-toxic substances, drugs, sedatives or narcotics, whether illicit or prescribed, in such quantity that they become toxic;

- h) **High risk activities** –participating in a contest of speed, scuba-diving, skydiving, parachuting, hang-gliding, rock or mountain climbing, bungee jumping, or a flight Accident except when travelling as a passenger on a commercially licensed airline;
- i) **Mental or nervous disorder** – neurosis, psychoneurosis, psychopathy, psychosis, mental or emotional disorder or disease of any kind;
- j) **Cosmetic surgery** – cosmetic treatment or cosmetic surgery, except when necessary due to Accident;
- k) **Criminal offence** – from or while committing or attempting to commit a criminal offence, or committing or provoking an assault;
- l) **Self-inflicted Injury** – suicide, attempted suicide, or self-inflicted Injury;
- m) **War, insurrection or terrorism** – declared or undeclared war, or any act of war, riot or insurrection or terror, or service in the armed forces of any country or international organization.

Limitation – Maximum benefit for multiple losses

If the Insured Person or an Eligible Family Member, as applicable sustains death or more than one Injury as a result of the same Accident, the maximum payment for all such losses is 100% of the Amount of Insurance, except in the case of hemiplegia, quadriplegia or paraplegia when the maximum payment will be 200% of the Amount of Insurance.

Furthermore, if the Insured Person or an Eligible Family Member, as applicable sustains more than one Injury to the same limb as a result of the same Accident, the maximum payment for all such Injuries will be the loss that provides the greatest applicable benefit payment.

Claims

Notice and Proof of Claim

In the event of an Injury or death which may give rise to a claim under this Certificate, the Insured Person or an Eligible Family Member, his or her agent, guardian, or a beneficiary entitled to make a claim or his or her agent, must:

- a) Give written notice to Us by delivering such notice or sending it by registered mail to Our Office within 30 days of the date of the Accident; and
- b) Provide Us with such proof of claim as is reasonably possible in the circumstance within 90 days of the date of the Accident.

Failure to Give Notice or Proof of Claim

If the Insured Person or an Eligible Family Member or the beneficiary entitled to make a claim fails to give notice of claim or provide proof of claim within the prescribed time, such failure to give notice or provide proof shall not invalidate the claim if:

- a) The notice or proof is given or provided as soon as reasonably possible and within 365 days of the date of the Accident; or
- b) It is shown that it was not reasonably possible to give notice or provide proof within the prescribed time.

Claim Forms

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

Payment of Claims

We will notify the Insured Person in writing whether the claim is payable within thirty (30) days following receipt of the proof of loss. If a claim is denied, the notification letter will include details outlining the reason for the denial, along with details on how to appeal a claim decision.

Claims will be payable within thirty (30) days upon receipt of proof of loss satisfactory to Us.

Premiums

General

Premiums are payable on the Premium Due Date. Premiums may be paid in accordance with the payment method selected in the application for insurance, or by any other method satisfactory to Us.

Premiums are not guaranteed and may change on the Group Policy Anniversary subject to the terms of the Group Policy. We will send advance notice of at least 30 days of any premium changes to the Insured Person's address that We have on file.

When Premiums Must Be Paid

In order to keep the insurance in effect, the Insured Person needs to pay his or her premiums on or before the Premium Due Date. The first premium is payable with the Insured Person's application. Subsequent premiums are due on each Premium Due Date.

Grace Period

Except for the first premium payment, a grace period of sixty (60) days is allowed for payment in full of any premium due, during which time this Certificate will stay in force subject to the termination provisions of this Certificate. Thereafter, if any premium, or any part thereof, is not paid when due, this Certificate will, without any notice or act on Our part, cease to be in force and will not be in force thereafter unless the Certificate is reinstated in accordance with the reinstatement provision.

Termination

The Insured Person's coverage will terminate on the earliest of the following dates:

- a) the date on which the Group Policy terminates;
- b) the date on which the Insured Person fails to pay premium as required, subject to the grace period;
- c) the date of death of the Insured Person;
- d) the date on which the Insured Person's written request to terminate such insurance is received by Us;
- e) the date the Insured Person ceases to reside in Canada; or
- f) 5 Years from the Effective Date of Coverage for the Basic Plan

Insurance of an Eligible Family Member will terminate on the earliest of:

- a) the date the insurance of the Insured Person terminates;
- b) the date of death of the Eligible Family Member; or
- c) the date the Eligible Family Member ceases to qualify as a spouse or dependent child under the definition of Eligible Family Member

General provisions

The Certificate of Insurance

The Certificate of Insurance consists of this Certificate and any documents attached to this Certificate.

This Certificate is subject to the terms and conditions of the Group Policy. If there is any conflict between the terms of the Certificate and the terms of the Group Policy, the terms of the Certificate will govern.

How We Contact the Insured Person

All notices will be sent to the Insured Person's address as shown in Our files. It is the Insured Person's responsibility to advise Us of any change in the Insured Person's address.

How to Contact Us

Please send documents to Our address shown on page 2 of this Certificate.

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, or in the *Limitations Act, 2002* in Ontario.

Rights of the Insured Person include:

- a) naming a beneficiary or beneficiaries;
- b) cancelling the Certificate of Insurance.

The Insured Person must follow the Certificate's terms and conditions when he or she exercises any of these rights. The Insured Person's rights may also be limited by any applicable laws.

Non-Waiver

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

Applicable Jurisdiction

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

Insured Person

All benefits, rights and privileges under this Certificate belong to the Insured Person or an Eligible Family Member while living.

Reinstatement

This certificate may be reinstated within 2 years after the end of the grace period. The effective date of reinstatement will be the date on which We receive:

- a written application, and
- a reinstatement payment amount, which includes all outstanding required premiums that were due on or before the effective date of termination, plus all premiums payable from the effective date of termination to the effective date of reinstatement.

No Assignment

The insurance coverage evidenced by this Certificate may not be assigned.

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 the event of death.

In the event of the Accidental death of the Insured Person, the Insured Person's beneficiary is the person designated by the Insured Person whose name has been filed with Us to receive amounts payable, after We receive satisfactory proof of claim. If the Insured Person has not filed any such designation, the beneficiary in the event of the Insured Person's death will be the Insured Person's estate.

In the event of the Accidental death of an Eligible Family Member, We will pay any approved death claim to the Insured Person.

If the Insured Person is deceased, and your spouse or eligible dependent children are entitled to claim a benefit, We will pay benefits as follows after receiving satisfactory proof of claim:

- Spousal benefits We will pay to your spouse; and
- Eligible dependent children's benefits We will pay to:
 - (a) your child who is claiming, if they are of legal age; or
 - (b) to your child's legal guardian until your child becomes of legal age.

Non-Participating

This Certificate is not eligible to share in Our divisible surplus. This Certificate does not have any cash value and is not eligible for dividends.

Right to obtain copies of documents

On request, We will furnish to an Insured Person or an Eligible Family Member or their beneficiaries and agents a copy of any written documentation We have in our possession or control related to the Insured Person's coverages under the Certificate, subject to applicable law.

Privacy

We are committed to protecting privacy and the confidentiality of the Insured Person's and Eligible Family Member's personal information. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate and in accordance with applicable law.