



# Express Critical Illness Comfort

## Quebec

*The following policy wording is provided solely for your convenience and reference. It is incomplete and reflects only some of the general provisions that may be found in some of our insurance policies. We periodically make changes to policy wording and therefore this incomplete sample may not duplicate the wording of any actual issued policy. It is not to be construed or interpreted in any manner as a contract or an offer to contract. The actual policy issued to any given client will govern that relationship.*

Sun Life Assurance Company of Canada agrees to provide the benefits of this policy according to its terms and conditions.

Signed at Toronto, Ontario

**Signature of Dean Connor**

**Dean Conner  
President and Chief Executive Officer,  
Sun Life Assurance Company of Canada**

**Signature of Dana Easthope**

**Dana Easthope  
Vice-President, Associate General Counsel  
and Corporate Secretary  
Sun Life Assurance Company of Canada**

If you have any questions or want information on any of our other products or services, please contact us at:

**Sun Life Assurance Company of Canada**  
P.O. Box 2001 Stn Waterloo  
Waterloo ON Canada N2J 0A3  
1-800-669-7921

In this document, *you* and *your* mean the owner of this policy. *We, us, our,* and *the company* mean Sun Life Assurance Company of Canada.

Your policy is issued and underwritten by Sun Life Assurance Company of Canada, a member of the Sun Life Financial group of companies.

It's important that you read your entire policy carefully. It sets out the benefits payable and has exclusions and limitations. To help you understand insurance terms, refer to the explanations described under the heading, *Insurance terms*.

This is not a participating policy. You are not eligible to receive dividends on this policy.

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SAMPLE

## Policy particulars

### Express Critical Illness Comfort

Your reference number is: XXXX,XXX-X  
Your policy date is: MMMM d, yyyy (effective date of replaced policy)  
Your original policy date is: MMMM d, yyyy (effective date of prior CI coverage)  
The owner is: First & Last Name

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The insured person is: First & Last Name (must be the same as the owner)  
born on MMMM d, yyyy

**Critical illness insurance benefit:** \$50,000 on the insured person  
**Risk classification:** Smoker or Non-smoker  
**Date your policy ends:** MMMM d, yyyy (policy anniversary following insured person's 70<sup>th</sup> birthday)

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(Include if insured is transferring from Basic or Enhanced Express CI policy #17866 or from FICII policy #17839)

If this policy replaced a critical illness insurance policy issued by us to you and insures the same insured person set out above, the replaced policy's original policy date applies for the 90 day exclusion period for Cancer and the Pre-existing condition provisions in this policy.

The beneficiary is your estate, unless you make a change in writing to us.

The premium schedule included in this policy describes your premium guarantees.

(Include if the application was signed in Quebec and the policy is English)

We confirm that the owner specifically requested this policy and any documents attached or related to it, be in English. Nous confirmons que le propriétaire a expressément demandé que ce contrat ainsi que tout document s'y rapportant soient rédigés en anglais.

## Premium Schedule

(Include at original policy date)

What you pay for the first 5 policy years: \$ XX.XX on Month 1<sup>st</sup>; \$ XX.XX on the first day of each month following  
Date your first payment is due: MMMM d, yyyy  
Monthly premium includes:  
(1) Critical Illness Insurance benefit \$ XX.XX

Your premium is determined according to your gender, age and smoking habits.

On the policy anniversary following the 5<sup>th</sup> policy year we may change your premium each year from that policy anniversary date. We will give you 30 days written notice before the change is made.

(Include at renewal (after the 5 years) and remove the above section)

Date your first payment is due: MMMM d, yyyy  
Monthly premium includes:  
(1) Critical Illness Insurance benefit \$ XX.XX

Your premium is determined according to your gender, age and smoking habits.

Premiums are renewable yearly on the policy anniversary date. We will give you 30 days written notice before the change is made.

This *Policy particulars* page is included in and forms part of your policy. It replaces any previous *Policy particulars* page issued to you under this policy. The information contained in this *Policy particulars* page is subject to the provisions, terms and conditions of the policy.

## **If you change your mind within 30 days**

You may send us a written request to cancel your policy within:

- 30 days of receiving it from us, or
- 60 days after the policy is issued, whichever date is earlier.

When we receive your written request, we'll refund any amount paid. This is called rescission.

You are considered to have received your policy five days after it's mailed from our office.

Your decision to cancel your policy is your personal right. The cancellation is binding on you and any beneficiaries you've named, whether the beneficiaries are revocable or irrevocable.

All of our obligations and liabilities under this policy will end immediately when we receive your request to cancel it.

To cancel your policy, send your request in writing to:

Sun Life Assurance Company of Canada  
P.O. Box 2001 Stn Waterloo  
Waterloo ON Canada N2J 0A3

## **Contesting the policy**

The incontestability provisions set out in the provincial or territorial insurance legislation applicable to this policy apply.

### *Limit on contesting*

We cannot challenge the validity of the policy after it has been in effect continuously for two years from the later of the date it took effect and the date it was last reinstated. If the policy is amended to increase or change a benefit or improve a rating, we cannot challenge the validity of the amendment after it has been in effect continuously for two years from the later of the date the amendment took effect and the date the policy was last reinstated.

### *Exception to the limit on contesting*

We can challenge the validity of the policy or an amendment at any time in cases of fraud.

## **Covered critical illnesses**

This policy covers only the critical illnesses described in this policy. Additional illnesses or procedures that are not specifically mentioned are not covered. To qualify for a Critical illness insurance benefit, all requirements for the Covered critical illness must be satisfied while this policy is in effect.

The diagnosis and treatment of any Covered critical illness must be made by a specialist who is licensed and practising in Canada. A specialist is a licensed medical practitioner who has been trained in the specific area of medicine relevant to the Covered critical illnesses for which a benefit is being claimed, and who has been certified by a specialty examining board. In the absence or unavailability of a specialist a condition may be diagnosed by a qualified medical practitioner practicing in Canada.

The diagnosis, treatment, tests or examinations performed to satisfy the Covered critical illness definition may not be done by a specialist or medical professional who is:

- the owner,
- any insured person under this policy,
- anyone entitled to make a claim under this policy,
- any relative or business associate of these people, or
- any person who normally resides in the insured person's household.

Each Covered critical illness describes a survival period. The insured person must be alive at the end of the survival period.

## **Aortic surgery**

Aortic surgery means the undergoing of surgery for disease of the aorta requiring excision and surgical replacement of the diseased aorta with a graft. Aorta refers to the thoracic and abdominal aorta but not its branches.

The surgery must be determined to be medically necessary by a specialist. The insured person must survive for 30 days following the date of surgery.

## Cancer

Cancer means a definite diagnosis of a tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue.

The diagnosis of cancer must be made by a specialist. The insured person must survive for 30 days following the date of diagnosis.

### *Exclusions:*

No benefit is payable for a recurrence or metastasis of an original cancer which was diagnosed before the policy date.

No benefit is payable under this condition for the following non-life threatening cancers:

- carcinoma in situ;
- Stage 1A malignant melanoma (melanoma less than or equal to 1.0 mm in thickness, not ulcerated and without Clark level IV or level V invasion);
- any non-melanoma skin cancer that has not become metastasized; or,
- Stage A (T1a or T1b) prostate cancer.

### *90 day exclusion period for Cancer:*

No benefit is payable for cancer and the insured person's coverage for cancer will terminate if, within 90 days following the later of:

- the most recent date the application for this policy was signed;
- the policy date; or,
- the most recent date this policy was put back in effect (reinstatement),

the insured person has any of the following:

- signs, symptoms or investigations, that lead to diagnosis of cancer (covered or excluded under this policy), regardless of when the diagnosis is made, or
- a diagnosis of cancer (covered or excluded under this policy).

While the insured person's coverage for cancer terminates, coverage for all other Covered critical illnesses remain in force.

### *Your responsibility to report cancer:*

You must report to us, if within the first 90 days following the later of:

- the policy date, or
- the most recent date this policy was put back into effect (reinstatement),

the insured person has:

- signs, symptoms or investigations that lead to a diagnosis of cancer (covered or excluded under this policy), regardless of when the diagnosis is made, or
- a diagnosis of cancer (covered or excluded under this policy).

The information described above must be reported to us within 6 months of the date of the diagnosis. If this information is not provided, we have the right to deny any claim for:

- cancer,
- any critical illness caused by cancer, or
- any critical illness caused by the treatment of cancer.

To report the information, contact us at the toll-free phone number shown at the beginning of this policy for the appropriate form. The report must be in writing.

### *When coverage for cancer ends:*

The coverage for cancer will end and we will not make any payment if within the first 90 days following the later of:

- the policy date, or
- the most recent date this policy was put back into effect (reinstatement),

the insured person has:

- signs, symptoms or investigations that lead to a diagnosis of cancer (covered or excluded under this policy), regardless of when the diagnosis is made, or
- a diagnosis of cancer (covered or excluded under this policy).

Coverage for all other Covered critical illnesses will continue provided the insured person's critical illness does not result directly or indirectly from any cancer or cancer treatment.

## **Coronary artery bypass surgery**

Coronary artery bypass surgery means the undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s), excluding any non-surgical or trans-catheter techniques such as balloon angioplasty or laser relief of an obstruction.

The surgery must be determined to be medically necessary by a specialist. The insured person must survive for 30 days following the date of surgery.

## **Heart Attack**

Heart attack means a definite diagnosis of the death of heart muscle due to obstruction of blood flow, that results in a rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following:

- heart attack symptoms;
- new electrocardiogram (ECG) changes consistent with a heart attack; or,
- development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

The diagnosis of heart attack must be made by a specialist. The insured person must survive for 30 days following the date of diagnosis.

### *Exclusion*

Heart attack does not include:

- elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves; or,
- ECG changes suggesting a prior myocardial infarction, which do not meet the heart attack definition as described above.

## **Major organ failure on waiting list**

Major organ failure on waiting list means a definite diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary. To qualify under major organ failure on waiting list, the insured person must become enrolled as the recipient in a recognized transplant centre in Canada or the United States that performs the required form of transplant surgery.

The date of diagnosis is the date of the insured person's enrolment in the transplant centre.

The diagnosis of the major organ failure must be made by a specialist. The insured person must survive for 30 days following the date of diagnosis.

## **Major organ transplant**

Major organ transplant means a definite diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary. To qualify under major organ transplant, the insured person must undergo a transplantation procedure as the recipient for transplantation of a heart, lung, liver, kidney or bone marrow, and limited to these entities.

The diagnosis of the major organ failure must be made by a specialist. The insured person must survive for 30 days following the date of their transplant.

## **Stroke**

Stroke (cerebrovascular accident) means a definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source, with:

- acute onset of new neurological symptoms; and
- new objective neurological deficits on clinical examination

persisting for more than 30 days following the date of diagnosis.

These new symptoms and deficits must be corroborated by diagnostic imaging testing.

The diagnosis of stroke must be made by a specialist. The insured person must survive for 30 days following the date of the diagnosis.

### *Exclusion*

No benefit is payable under this condition for:

- transient ischaemic attacks;
- intracerebral vascular events due to trauma; or,
- lacunar infarcts which do not meet the definition of stroke as described above.

## Critical illness insurance benefit

We make a payment if the insured person has a Covered critical illness as defined earlier in this policy. The beneficiary is you or your estate, unless you make a change in writing to us.

If the insured person qualifies for a Covered critical illness we make a one-time payment. The amount we pay is:

- the Critical illness insurance benefit amount at the time the benefit is payable,
- **minus** any unpaid premiums plus interest at the time the benefit is payable.

The policy ends on the date we make the payment.

### Pre-existing condition provision

No benefits are payable for any Covered critical illness that occurs within 12 months of the policy date set out on the *Policy particulars* page, and that resulted from any injury, sickness or medical condition (whether diagnosed or not) for which, during the 12 months before the policy date:

- the insured person had symptoms,
- the insured person consulted a physician or other health care practitioner and was provided any health-related care, advice or treatment, or
- a reasonably prudent person has such injury, sickness or medical condition or symptom(s) would have consulted a physician or other health care practitioner.

### When we will not make a payment under the Critical illness insurance benefit (exclusions and reductions of coverage)

We will not make any payment if the Covered critical illness is directly or indirectly caused by or associated with the insured person operating a vehicle while their blood alcohol level is more than 80 milligrams of alcohol per 100 milliliters of blood. A vehicle includes any form of ground, air or marine transportation that can be put into motion by any means, including muscular power. We do not take into account whether or not the vehicle is in motion.

We will not make any payment if the Covered critical illness is directly or indirectly caused by or associated with the insured person:

- committing or attempting to commit a criminal offence
- taking or attempting to take their own life, while sane or insane
- causing themselves bodily injury, while sane or insane
- intentionally taking any drug other than as prescribed by a licensed medical practitioner and in accordance with the instructions given
- intentionally taking any intoxicant, narcotic or poisonous substance. This does not include smoking cigarettes, cigarillos, cigars or occasional use of alcohol.

We will not make any payment if the Covered critical illness is directly or indirectly caused by or associated with civil disorder or war, whether declared or not.

### Inflation protector benefit

We will automatically increase the Critical illness benefit amount by 10% at the fifth policy anniversary and every fifth anniversary after that, without evidence of insurability. The increase will be applied to the Critical illness insurance benefit amount in force at the time of the increase.

## **Making a claim for a critical illness insurance benefit**

To make a claim for a Critical illness insurance benefit, contact us at 1-800-669-7921. We will then send the appropriate form to be completed. The person making the claim must complete the form and give us the information we need to assess the claim.

### **When you may make a claim**

You may make a claim for a Critical illness insurance benefit if the insured person has a Covered critical illness as defined earlier in this policy, while this policy is in effect.

A claim must be sent to us while this policy is in effect and within 1 year of the date the insured person has a Covered critical illness. If a claim is made outside of this time period we will not assess the claim and will not make any payment.

Physicians may charge a fee to complete certain forms. The person making the claim is responsible for any fees for this information.

The person making a claim for a Critical illness insurance benefit must give us any information we need to assess the claim, including:

- proof that they have the right to receive the benefit
- proof that the insured person had a Covered critical illness while this policy was in effect
- a written diagnosis which describes the conditions and the cause of the illness, and
- the complete medical records of the insured person.

The written diagnosis must:

- include appropriate information to assess the illness, and
- be prepared and signed by a specialist licensed and practising in Canada or by another physician acceptable to us.

We may require the insured person to be examined by any health care practitioners that we appoint. These may be licensed physicians, physiotherapists, occupational therapists, psychiatrists, psychologists, neurologists or others. We pay for the cost of these examinations.

The physicians, specialists or health care practitioners who sign the diagnosis or provide information to us, may not be the owner, any person insured under this policy, anyone entitled to make a claim under this policy, or any relative or business associate of these people.

Before we make a payment, the age of the insured person must be verified. If the age given on the application is incorrect, we'll adjust the amount we pay to reflect the insured person's correct age.

## **Paying for your policy**

### **Premiums for this policy**

We will provide you with the benefits described in this policy if you pay the premiums shown on the *Policy particulars* page. The premium schedule in the *Policy particulars* page describes your premium guarantee for the first five policy years. You must pay all premiums monthly by pre-authorized debit or credit card payment by the due date. Payment must be made to Sun Life Assurance Company of Canada.

The premium is determined according to the gender, age and smoking habits of the insured person. On the policy anniversary following the fifth policy year, we may change your premium each year from that policy anniversary date. We will give you 30 days written notice before we make a change.

### **If premiums are not received (lapse)**

Your policy will end if we do not receive the required premium within 31 days after it is due.

If your policy ends this way it is called a lapse.

To prevent your policy from ending, we must receive a minimum payment before the end of the 31<sup>st</sup> day after it is due. We will tell you the payment amount.

### **Putting your policy back into effect (reinstatement)**

If your policy ended because it lapsed, you may apply to have it put back into effect if the insured person is alive and has not had a Covered critical illness or any signs or symptoms of a Covered critical illness. This process is called reinstatement.

If you want to put your policy back into effect, you must:

- apply within 2 years of the date the policy ended
- give us new evidence of insurability that we consider satisfactory, and
- make a payment equal to the reinstatement charge set by us.

If we don't approve your application, we'll refund the amount you paid when you applied to put your policy back into effect.

## Applying for changes to your policy

### Policy changes

For any policy change we may ask for new evidence of insurability. Your application must be in a form acceptable to us and satisfy our administrative rules. If we approve your application we will change your policy accordingly.

We may charge a transaction fee if you make a change to your policy and we determine the amount of any fee that we charge.

### Adding an insured child

You may apply to add a child as an insured child under this policy's Additional benefit by contacting us at the toll-free phone number shown at the beginning of this policy. This change takes effect on the date we approve your request.

For any child you ask us to add, we may require you to prove the child's relationship to you.

You may apply to add any child who is 60 days to 18 years of age and who is either born to you, adopted by you, or is a stepchild who is unmarried or not in any other formal union recognized by law and is entirely dependent on you for maintenance.

## Your right to cancel this policy

You may cancel your policy at any time. Your policy will end on the date we receive your request or any later date you indicate in your request. All of our obligations and liabilities under this policy end on that date. The cancellation is binding on you and any beneficiaries you've named, whether the beneficiaries are revocable or irrevocable.

To cancel your policy, send your request in writing to:

Sun Life Assurance Company of Canada  
P.O. Box 2001 Stn Waterloo  
Waterloo ON Canada N2J 0A3

If you cancel your policy within the first 30 days of receiving it from us, we will treat this as a rescission. This is described earlier in your policy under the heading, *If you change your mind within 30 days*.

## When your policy ends

If your policy hasn't ended for any of the reasons already described, it will automatically end on the earlier of the date the insured person dies, or the policy end date shown on the *Policy particulars* page.

There is no benefit payable under this policy after the date your policy ends.

## Other information about your policy

### Information about our contract with you

Once your policy is in effect, the following documents make up our entire contract with you:

- your application for insurance, including any evidence of insurability, and
- this policy (which includes the *Policy particulars* page).

All of our obligations to you are contained in the documents described above. Any other document or oral statement does not form part of this contract. This policy or any part of this policy may not be amended or waived except by a written amendment signed by two authorized signing officers of the company.

### Time limit for recovery of insurance money

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 limit set out in the Insurance Act or the provincial or territorial legislation that applies to this policy.

### Currency of this policy

All amounts of money referred to in this policy are in Canadian dollars.

### Transferring your policy (assignment)

You may be able to transfer your rights under this policy to someone else by assigning the policy. We are not responsible for ensuring that the assignment of your policy is legally valid. If you transfer this policy, send a notice of the assignment to:

Sun Life Assurance Company of Canada  
PO Box 2001 Stn Waterloo  
Waterloo ON Canada N2J 0A3

**Insurance terms**

The following explanations describe insurance terms that may or may not apply to this policy.

**Critical illness benefit payee**

The person or persons you name in writing to receive the Critical illness insurance benefit.

**Non-smoker**

No use of tobacco or product containing nicotine or marijuana for the past 12 months.

**Policy anniversary**

The month and day every year that is the same as your policy date.

**Policy date**

The policy date is the start date of your insurance policy. This date is shown at the beginning of your policy under the heading, *Policy particulars*.

**Policy year**

The 12-month period that runs from one policy anniversary to the next policy anniversary.

**Premium**

The amount paid to purchase or maintain an insurance policy.

SAMPLE

## Statutory conditions

### 1. The contract

1) The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after this policy is issued, constitute the entire contract, and no advisor and no agent has authority to change the contract or waive any of its provisions.

#### Waiver

2) We shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by us.

#### Copy of application

3) We shall, upon request, furnish to you or to a claimant under the contract a copy of the application.

### 2. Material facts

No statement made by you or the insured person at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

### 3. Notice and proof of claim

#### Critical illness insurance benefit

Any claim for payment under the Critical illness insurance benefit must be made in writing to our head office within one year of the date a claim first arises. The claimant must provide proof satisfactory to us:

- that the insured person has a Covered critical illness
- that all the conditions to qualify for a Critical illness insurance benefit have been satisfied
- that the claimant has the right to receive any benefit payable
- of the claimant's date of birth, if required for the claim, and
- of the insured person's date of birth.

The claim must be supported by a written diagnosis from a specialist licensed and practising in Canada or by another physician acceptable to us, stating that the insured person has experienced a Covered critical illness. The written diagnosis must describe the cause, nature and expected duration of the illness and must refer to specific criteria for the illness as shown in the policy.

### 4. Insurer to furnish forms for proof of claim

We shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the illness giving rise to the claim.

### 5. Rights of examination

As a condition precedent to recovery of insurance money under this contract, the claimant shall afford to us an opportunity to have the insured person examined by a health care practitioner appointed by us when and as often as it reasonably requires while the claim is pending.

### 6. When is money payable

All money payable under this contract shall be paid by us within 60 days after we have received proof of claim and the conditions in this policy have been satisfied.

### 7. Termination of Insurance

You may terminate (cancel) your policy at any time as set out earlier in this policy under *Your right to cancel*.