



Certificate of Insurance

Disability

Benefits are provided by:

The Manufacturers Life Insurance Company (Manulife)

We administer this certificate and pay benefits to the person named in the *Certificate Schedule*, according to the terms, conditions, and limitations of group policy #140004, which we have issued to the

Ontario Medical Association (OMA)

This document contains all details about your coverage and how to use it. Your contract includes this certificate, *Certificate Schedule*, applications for insurance submitted by you, and any schedules, riders, attachments, and any amendments, and/or endorsements to this certificate executed by us. If there is any conflict between the terms and conditions of this certificate and the group policy, the terms of the group policy will take precedence, to the extent permitted by law.

The effective date, also known as the start date, of this certificate appears on your *Certificate Schedule*. Read this certificate carefully to become familiar with the features of the coverage so you can take full advantage of the benefits it offers.

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

Signed for The Manufacturers Life Insurance Company (Manulife) at Toronto by:

Roy Gori,

President and Chief Executive Officer

30-day satisfaction guarantee

The first 30 days from the start date of your insurance is known as the free-look period. If you decide that you don't want your certificate, simply mail it to the address below for cancellation. We will cancel your certificate as of the start date shown on your *Certificate Schedule* and send you a full refund of premiums, minus any claims we've paid. If the claims we paid are more than your premium payments, you must repay the difference. This right of cancellation expires 30 days after the certificate is received by you. The rights of any beneficiary under the certificate are also subject to this right of cancellation.

The Manufacturers Life Insurance Company

Affinity Markets
P.O. Box 17001, Station Waterloo,
Waterloo, Ontario N2J 0G5

Visit our website: manulife.ca
Email us: am_service@manulife.ca
Call us toll-free: 1- 888-596-8881

Table of Contents

Certificate of Insurance	1
Before you begin	4
1 How your coverage works	4
Student status	4
Application method	4
Medical evidence	4
Financial evidence	4
Eligibility	4
Monthly benefit limit	5
Disability coverage	5
Riders	5
Elimination period	5
Maximum benefit period	6
Parental leave of absence	6
Coverage transition	6
International medical graduate status	7
Application method	7
Eligibility	7
Monthly benefit limit	7
Disability coverage	7
Riders	8
Elimination period	8
Maximum benefit period	8
Parental leave of absence	8
Coverage transition	8
Resident status	8
Application method	8
Eligibility	9
Monthly benefit limit	9
Disability coverage	9
Riders	9
Elimination period	9
Maximum benefit period	9
Parental leave of absence	10
Coverage transition	10
Physician status	11
Application method	11
Eligibility	11
Monthly benefit limit	12
Disability coverage	12
Riders	12
Elimination periods	13
Maximum benefit period	13
Parental leave of absence	13
Coverage transition to the	13
70+ DI option	13
Start date of your coverage	14
Exceptions to the start date	14
Premiums	15
Grace period	15

	Reinstatement _____	15
2	What is covered _____	16
	Total disability _____	16
	Partial disability _____	16
	Residual disability _____	16
	Presumed total disability _____	16
	Transplant donor or cosmetic surgery _____	17
	HIV positive or Hepatitis B/C positive _____	17
	Survivor benefit _____	18
	Waiver of premium _____	18
	Return to work assistance _____	19
	Recurrent disability _____	19
	Concurrent disability _____	20
3	Continuation of coverage _____	20
	Portability _____	20
4	Claims _____	21
	Your responsibilities during disability _____	21
	When benefits are payable _____	21
	When benefits end _____	21
	Integration of benefits _____	22
5	What is not covered _____	23
	Pre-existing condition limitation _____	23
	Exceptions to the pre-existing condition limitation _____	23
6	When your coverage ends _____	24
7	Riders _____	25
	Cost of Living Adjustment (COLA) _____	25
	Guaranteed Insurability Benefit (GIB) _____	27
	Own Occupation _____	30
	Retirement Protection _____	31
8	General provisions _____	34
	Entire contract _____	34
	Certificate Schedule _____	34
	Currency _____	34
	Facility of payment _____	34
	Non-waiver _____	34
	Governing law _____	34
	Provincial variations _____	34
	Non-participating _____	34
	Assignment _____	35
	Limitation of action _____	35
	Limitation period _____	35
	Requesting copies of documents _____	35
	Clerical error _____	35
	Changes and amendments _____	35
	Misstatement of non-smoker status _____	35
	Misstatement of age _____	36
	Misrepresentation, adjustments, and incontestability _____	36
9	Words and phrases used in this certificate _____	37

Before you begin

This certificate indicates that your application for insurance under the group policy has been accepted by us and, as of the start date shown on your *Certificate Schedule*, your insurance is in force under the terms and conditions of the certificate.

To be eligible to submit claims, this certificate must be in good standing, which means the certificate premiums must be paid in full to the current date.

We may update our terms and conditions without notice to reflect corporate policies, economic changes, or legislative changes, including changes to income tax legislation. Any changes we make to the terms and conditions may affect the benefits provided by this certificate. We reserve the right to change premiums or benefits required for this certificate for any reason.

All benefits outlined in this certificate apply to you. This certificate contains information about your insurance coverage, including exclusions, limitations, conditions, deductibles, maximums, and definitions. Please read it carefully and be sure to keep it in a safe place.

Some of the terms used in this certificate have been assigned a specific meaning. It's very important this certificate is read and understood with these specific meanings in mind. Refer to Section 9 "**Words and phrases used in this certificate**" to familiarize yourself with these terms and their associated meaning whenever consulting this certificate.

1 How your coverage works

This disability insurance is designed to provide you coverage as you progress through your medical career path as a student (or international medical graduate), resident, and physician. Only you are eligible to be covered under this certificate. The coverage details at each stage of your journey are outlined below. Your *Certificate Schedule* shows the specific details of your disability insurance coverage that you applied for and that was subsequently approved by us.

Student status

Application method	Coverage obtained by a new application made through the Essentials offer for students.
Medical evidence	If your application is received in the: <ul style="list-style-type: none">• 1st year of medical school, no medical evidence is required;• 2nd, 3rd, or 4th year of medical school, simplified medical underwriting is required.
Financial evidence	Not required.
Eligibility	To be eligible for coverage as a student, at the time of your initial application, you must be: <ul style="list-style-type: none">• a duly qualified member in good standing with an eligible association;• between ages 18 to 59, inclusive;• a Canadian resident who has submitted the application in a province or territory other than Quebec, and is not a resident of Quebec at the time the application is submitted after the group policy has come into force;• enrolled as a full-time undergraduate student in a school of medicine, or faculty of medicine:

- in the province of Ontario, New Brunswick, Prince Edward Island, Newfoundland & Labrador, or Nova Scotia; or
- at Sherbrooke University in the Moncton campus, provided you are residing in New Brunswick; and
- performing all the essential duties of your undergraduate medical school program.

Monthly benefit limit

The minimum monthly benefit amount is \$500.

For a four-year undergraduate medical school program the maximum monthly benefit amount for the:

- 1st year of medical school, is \$2,000;
- 2nd year of medical school, is \$2,000;
- 3rd year of medical school, is \$3,000;
- 4th year of medical school, is \$4,500.

For a three-year undergraduate medical school program the maximum monthly benefit amount for the:

- 1st year of medical school, is \$2,000;
- 2nd year of medical school, is \$3,000;
- 3rd year of medical school, is \$4,500.

The maximum amount noted for a particular year of study includes coverage from all sources in effect or currently applied for.

The amount of monthly benefit will automatically increase on September 1st to the above maximum coverage amount from all sources in effect or currently applied for, for the particular year of study provided:

- you are a student whose insurance has not terminated;
- you are not on a parental leave of absence or any leave of absence, receiving benefits, or satisfying the elimination period for receipt of benefits on the start date of the increase;
- your required premium payment has been made within 31 days of the start date of such increase; and
- you have not previously made a request to decrease your monthly benefit amount, unless you have subsequently provided medical evidence to increase your monthly benefit thereafter.

Disability coverage

Total and partial disability are included. See Section 2 for details.

Riders

Automatically included:

- guaranteed insurability benefit (GIB); and
- cost of living adjustment.

You may not exercise the GIB option to increase your coverage until the start of your medical practice.

See Section 7 for details.

Elimination period

90 days. The elimination period may not change while you are a student.

Maximum benefit period	<p>If total or partial disability occurs:</p> <ul style="list-style-type: none"> • prior to age 63, the maximum benefit period is to age 65; • on or after age 63, the maximum benefit period is for 24 months.
Parental leave of absence	<p>While participating in a parental leave of absence as a student, you may continue insurance coverage under this certificate for up to 24 months from the start of a parental leave of absence or until you begin a residency program, whichever occurs first.</p> <p>If you graduate from medical school and do not begin a residency program within 12 months of graduation, your insurance under this certificate will terminate as outlined in Section 6. However, we will waive this condition if you are participating in a parental leave of absence before beginning a residency program.</p> <p>If you are on a parental leave of absence, you must provide us with proof of the following:</p> <ul style="list-style-type: none"> • date of birth of the child; or • date of placement of the adopted child with you; and • confirmation of your medical studies, including proof of the date of graduation, if applicable. <p>You must continue to pay your premium and maintain membership in an eligible association during a parental leave of absence.</p>
Coverage transition	<p>Upon graduating from medical school your disability insurance, including any riders, will automatically transition, with no evidence of insurability required, from this student coverage to the resident coverage described in the "Resident status" details of this section, subject to the conditions below.</p> <p>To be eligible you must:</p> <ul style="list-style-type: none"> • be a member in good standing of one of the eligible associations; • be between ages 18 to 64, inclusive; • registered with the College of Physicians and Surgeons of Ontario (CPSO), or other college physicians in another Canadian province; and • have completed your final year of medical studies and successfully graduated from medical school, and be enrolled or registered as a resident, or post-graduate student, or a medical fellow. <p>Two additional riders are automatically added at the time of transition, subject to eligibility requirements in Section 7:</p> <ul style="list-style-type: none"> • own occupation; and • retirement protection. <p>The date that your disability insurance transitions from this student coverage to the resident coverage, known as the transition date, is September 1st on or following the date you graduate from medical school.</p> <p>On the date that your disability insurance transitions from student coverage to resident coverage, you must not be:</p> <ul style="list-style-type: none"> • participating in a parental leave of absence; • receiving benefits under your student coverage; or

- satisfying the elimination period under your student coverage for receipt of benefits.

If you do not meet all the eligibility requirements mentioned above after graduation from medical school, then your disability insurance cannot be transitioned automatically.

If you meet all the above eligibility requirements, except you inform us that you are not enrolled or registered as a resident, or post-graduate student, or a medical fellow, your student coverage will not transition to resident coverage, but will automatically terminate at the end of the 12-month period following your graduation from medical school.

If you meet all the above eligibility requirements, except that on the transition date you are receiving benefits, satisfying the elimination period, or on leave, your student coverage will not transition to resident coverage, but will remain under the student coverage during the disability or leave period. At the end of the disability or leave period, your student coverage will automatically transition to the resident coverage, unless you advise that you did not enroll or register as a resident, post-graduate student or medical fellow.

International medical graduate status

Application method	Coverage obtained by a new application made through the Essentials offer for international medical graduates, with simplified underwriting. No financial evidence is required.
Eligibility	<p>To be eligible for coverage as an international medical graduate, at the time of your initial application, you must be:</p> <ul style="list-style-type: none"> • a duly qualified member in good standing with an eligible association; • between ages 18 to 59, inclusive; • residing in Canada as a Canadian citizen or permanent resident, who has submitted the application in a province or territory other than Quebec, and is not a resident of Quebec at the time the application is submitted after the group policy has come into force; • registered with the College of Physicians and Surgeons of Ontario (CPSO), or other college of physicians in another Canadian province; • a graduate from a medical school outside of Canada; • enrolled or registered in Canada as a resident, or a post-graduate student, or a medical fellow; • if you are entering a residency program in Ontario, enrolled in or have completed a pre-residency program.
Monthly benefit limit	The minimum monthly benefit amount is \$500, and the maximum monthly benefit amount is \$4,500 from all sources in effect or currently applied for.
Disability coverage	Total disability is included. See Section 2 for details.

Riders	<p>Automatically included:</p> <ul style="list-style-type: none"> • guaranteed insurability benefit (GIB); and • cost of living adjustment. <p>You may not exercise the GIB option to increase your coverage until the start of your medical practice.</p> <p>See Section 7 for full details.</p>
Elimination period	90 days. The elimination period may not change while you are an international medical graduate.
Maximum benefit period	<p>If total disability occurs:</p> <ul style="list-style-type: none"> • prior to age 63, the maximum benefit period is to age 65; • on or after age 63, the maximum benefit period is for 24 months.
Parental leave of absence	Not applicable.
Coverage transition	<p>On September 1st following the date you obtained your international medical graduate coverage, your disability insurance, including any riders, will automatically transition, with no evidence of insurability required, from this international medical graduate coverage to the resident coverage described below in the “Resident status” details, provided you are:</p> <ul style="list-style-type: none"> • a duly qualified member in good standing with an eligible association; • between ages 18 to 64, inclusive; • registered with the College of Physicians and Surgeons of Ontario (CPSO), or other college of physicians in another Canadian province; and • not receiving benefits or satisfying the elimination period for receipt of benefits on the transition date, otherwise no automatic transition may occur until the end of the disability period. <p>If you meet all the above eligibility requirements, except you inform us that you did not begin a period of training as a resident, or post-graduate student, or a medical fellow within 12 months of the start date of your international medical graduate coverage, this coverage will not transition to resident coverage, but will automatically terminate at the end of the 12-month period from the start date of your international medical graduate coverage.</p> <p>Two additional riders are automatically added at the time of transition, subject to eligibility requirements in Section 7:</p> <ul style="list-style-type: none"> • own occupation; and • retirement protection.

Resident status

Application method	<p>Coverage obtained through:</p> <ol style="list-style-type: none"> 1. automatic transition of your student or international medical graduate coverage, without medical or financial evidence, provided you were previously insured as a student or international medical
--------------------	---

graduate under this certificate, subject to the coverage transition conditions described in the “Student status” or “International medical graduate status” details above; or

2. a new application made under the Essentials offer for residents, with simplified medical underwriting. No financial evidence is required.

Eligibility

For those applying for coverage through the Essentials offer for residents (application method 2 above), to be eligible, at the time of your initial application, you must be:

- a duly qualified member in good standing with an eligible association;
- between ages 18 to 59, inclusive;
- registered with the College of Physicians and Surgeons of Ontario (CPSO), or other college of physicians in another Canadian province;
- a Canadian resident who has submitted the application in a province or territory other than Quebec, and is not a resident of Quebec at the time the application is submitted after the group policy has come into force; and
- in Canada, actively:
 - undergoing a period of training as a resident in a residency program on a full-time basis; or
 - undergoing a period of training as a post-graduate student on a full-time basis; or
 - undergoing a period of training as a medical fellow on a full-time or part-time basis.

Monthly benefit limit

The minimum monthly benefit amount is \$500, and the maximum monthly benefit amount is \$4,500 from all sources in effect or currently applied for, excluding coverage provided under the PARO, Maritime Resident Doctors, and PARNL disability plans.

Disability coverage

Total and residual disability are included. See Section 2 for details.

Riders

Available riders include:

- guaranteed insurability benefit (GIB);
- cost of living adjustment;
- own occupation; and
- retirement protection.

You may not exercise the GIB option to increase your coverage until the start of your medical practice.

See Section 7 for full details.

Elimination period

90 days. The elimination period may not change while you are a resident.

Maximum benefit period

If total or residual disability occurs:

- prior to age 63, the maximum benefit period is to age 65;
- on or after age 63, the maximum benefit period is for 24 months.

Parental leave of absence

While participating in a parental leave of absence as a resident, you may continue insurance coverage under this certificate for up to 24 months from the start of the:

- date of birth of the child; or
- date of placement of the adopted child with you.

You must continue to pay your premium and maintain membership in an eligible association during a parental leave of absence.

Coverage transition

Upon completion of a residency or fellowship program, your disability insurance, including any riders, will automatically transition, with no evidence of insurability required, from this resident coverage to the physician coverage described in the “Physician status” details of this section, subject to the conditions below.

To be eligible you must:

- be a member in good standing of one of the eligible associations;
- be between ages 18 to 64, inclusive;
- certified by the College of Family Physicians of Canada (CFPC), or equivalent medical licensing authority, including any restricted license, if you are practicing medicine as a general practitioner or as an emergency room physician; or the Royal College of Physicians and Surgeons of Canada (RCPSC) or equivalent medical licensing authority, including any restricted license, if you are practicing in a medical specialty; and
- have completed residency training or a fellowship program.

The date that your disability insurance transitions from this resident coverage to the physician coverage, known as the transition date, is September 1st on or following the date you started medical practice.

On the date that your disability insurance transitions from resident coverage to physician coverage, you must not be:

- participating in a parental leave of absence;
- receiving benefits under your resident’s coverage; or
- eligible for benefits, nor satisfying the elimination period for receipt of benefits.

If you do not meet all the eligibility requirements mentioned above, after completion of your residency training or fellowship program, then your disability insurance cannot be transitioned automatically.

If you meet all the above requirements, except you inform us that you did not begin practice, your resident coverage will not transition to physician coverage. You will continue under your resident coverage until you begin practice.

If you meet all the above requirements, except that on the transition date you are receiving benefits, satisfying the elimination period, or on leave, your resident coverage will not transition to physician coverage, but will remain under the resident coverage during the disability or leave period. At the end of the disability or leave period, your resident coverage will automatically transition to the physician coverage, unless you advise that you did not start medical practice.

Physician status

Application method

Coverage obtained through:

1. automatic transition of your resident coverage, with no medical or financial evidence required, provided you were previously insured as a resident under this certificate, subject to the same coverage transition conditions described in the "Resident status" details above; or
2. a new application under the Essentials offer for physicians:
 - a) without medical or financial evidence, if you were previously insured as a resident or fellow under this certificate;
 - b) without medical or financial evidence, if you were previously insured as a resident with PARO, Maritime Resident Doctors, or PARNL prior to September 1, 2021; or
 - c) with simplified medical underwriting if you were **not** eligible under points a) and b) above; or
3. a new application, with full medical and financial evidence required, except if you are a physician in your first 2 years of practice requesting specific monthly benefit amounts (see monthly benefit limit section below), then only medical evidence is required (no financial evidence required).

Eligibility

For those applying for insurance under Essentials for physicians (application method 2 above) or a new application for disability insurance (application method 3 above), to be eligible, at the time of your initial application, you must be:

- a duly qualified member in good standing with an eligible association;
- licensed to practice medicine by the College of Physicians and Surgeons of Ontario (CPSO), or other college of physicians in another Canadian province;
- certified by the College of Family Physicians of Canada (CFPC), or equivalent medical licensing authority, if you are practicing medicine as a general practitioner or as an emergency room physician; or the Royal College of Physicians and Surgeons of Canada (RCPSC) or equivalent medical licensing authority, if you are practicing in a medical specialty;
- a Canadian resident who has submitted the application in a province or territory other than Quebec, and is not a resident of Quebec at the time the application is submitted after the group policy has come into force; and
- not in receipt of a monthly disability benefit under policy 17849, 59997, or 2718.

Additional eligibility requirements for a new application under the Essentials offer for physicians

In addition to the above eligibility requirements, if application method 2 was used, you must also:

- be between ages 18 to 59 inclusive;
- have disability coverage under at least one of the following:
 - this policy or policy 17849;
 - PARO, Maritime Residents Doctors, or PARNL long-term disability plan;

Additional eligibility requirements for a new application for disability insurance

- any Canadian or United States medical resident association disability plan; or
- an individual disability policy;
- have not previously obtained coverage through the Essentials offer for physicians under this policy, policy 17849, or policy 59997; and
- submit the application within 60 days prior to or 120 days after the date you complete a residency or fellowship program.

In addition to the above eligibility requirements, if application method 3 was used, you must also be:

- between ages 18 to 64, inclusive; and
- in Canada, actively:
 - practicing medicine as a general practitioner, emergency room physician, or a specialist for at least 25 hours per week, unless an exception has been granted by us; or
 - employed in medical research, medical and health sciences education, administration in connection with the profession of medicine; or
 - serving as a medical missionary.

Monthly benefit limit

Coverage obtained through:

- Application method 1, the monthly benefit amount that was automatically transitioned;
- Application method 2, the minimum monthly benefit amount is \$500 and the maximum monthly benefit amount is \$5,000 from all sources in effect or currently applied for.
- Application method 3, the monthly benefit amount, including coverage from all sources in effect or currently applied for is a maximum of \$25,000.

However, if you are a physician in your first 2 years of practice, then the maximum monthly benefit amounts available without financial evidence is:

- \$8,500 if you are practicing as a general practitioner; and
- \$11,000 if you are practicing in a medical specialty or as an emergency room physician;

You have the option to submit satisfactory financial evidence to us to increase the amount above these limits within the first 2 years of medical practice.

After the first 2 years of medical practice, the maximum amount available is \$25,000 from all sources in effect or currently applied for.

Disability coverage

Total and residual disability are included. See Section 2 for details.

Riders

Available riders include:

- guaranteed insurability benefit;
- cost of living adjustment;
- own occupation; and
- retirement protection.

See Section 7 for full details.

Elimination periods	<p>30, 60, 90, 120, 180, 365 days available.</p> <p>Only a 90-day elimination period is available for application method 1 and 2, with the option to change to any of the available elimination periods above in the future, subject to medical and financial evidence if applicable.</p>
Maximum benefit period	<p>If total or residual disability occurs:</p> <ul style="list-style-type: none"> • prior to age 63, the maximum benefit period is to age 65; • on or after age 63, the maximum benefit period is for 24 months.
Parental leave of absence	<p>While participating in a parental leave of absence as a physician, you may continue insurance coverage under this certificate for up to 24 months from the start of the:</p> <ul style="list-style-type: none"> • date of birth of the child; or • date of placement of the adopted child with you. <p>You must continue to pay your premium and maintain membership in an eligible association during a parental leave of absence.</p>
Coverage transition to the 70+ DI option	<p>If you have coverage as a physician and it is terminating because you reached age 70, you may be eligible to continue your total disability coverage under this 70+ disability insurance (DI) option, without medical or financial evidence required.</p> <p>To be eligible for this 70+ DI option, your application must be received prior to the policy anniversary date on or immediately following your 70th birthday, and at the time of your application, you must be:</p> <ul style="list-style-type: none"> • a duly qualified member in good standing with an eligible association; • a Canadian resident who has submitted the application in a province or territory other than Quebec, and is not a resident of Quebec at the time the application is submitted after the group policy has come into force; • insured under this policy; and • actively working in Canada, providing medical services for a minimum of 25 hours per week. <p>The minimum monthly benefit amount is \$500. The maximum monthly benefit is the combined total of all monthly benefit amounts you have under this policy, policy 17849, policy 59997, and policy 2718 up to \$10,000 from all sources in effect or currently applied for.</p> <p>The elimination period available for this option is 90 days. This elimination period must be satisfied by periods of total disability from the same cause accumulated within 6 months.</p> <p>The maximum benefit period available is 12 months if the total disability occurs on or after your 70th birthday.</p> <p>Coverage not included in the 70+ DI option:</p> <ul style="list-style-type: none"> • Residual disability; • HIV positive/Hepatitis B&C positive benefit; • return to work assistance benefit; or • any of the riders (Section 7).

Start date of your coverage

Insurance will start, subject to payment or scheduled payment of the required premium, as follows:

- if the application is approved by us as applied for without medical evidence, on the date the completed application is received by us or the eligible association; or
- if the application is approved by us as applied for with simplified medical underwriting, on the date the completed application is received by us or the eligible association;
- if the application is approved by us as applied for with medical evidence, on the date the application is approved by us; or
- if the application is approved by us other than as applied for, or requires an amendment to restrict coverage, or change the elimination period, the date the application is approved by us.

This certificate indicates that your application for insurance under the group policy has been approved by us and your insurance is in force under the terms and conditions of this group policy.

If we decide that you are not eligible, we may cancel the entire certificate, or we may modify it. Premiums will be returned for cancelled coverage.

Exceptions to the start date

Coverage obtained through the Essentials offer for students

If the application is received by us in the 1st year of medical school, before the start of the program, coverage will start on the date medical school begins.

Coverage obtained through the Essentials offer for physicians

If the application is received within 60 days prior to the successful completion of a residency program and if you have insurance coverage as a resident under:

- this policy or policy 17849;
- PARO, Maritime Resident Doctors, or PARNL Long-Term Disability plan;
- any Canadian or United States medical resident association disability plan, or
- an individual disability policy;

coverage will start the day following the date you complete your residency program and you no longer qualify for insurance coverage as a resident under this policy, or policy 17849, or under PARO's, Maritime Resident Doctors', PARNL's Long-Term Disability plan, or other Canadian provincial or United States resident association's disability plan.

Replacement

If the application is replacing other company disability insurance coverage, this coverage will start on the date the application is approved by us.

Premiums

The premium, also known as the cost of insurance, is the amount we charge you to maintain this insurance and is shown on your *Certificate Schedule*. The cost of insurance is based on rates agreed to by us and the OMA. The *Certificate Schedule* shows your cost including any applicable taxes.

The premium rate is subject to change if you change your coverage selection or if the coverage you chose has a rate change on a scheduled renewal date. We'll send you a notice when your premium is scheduled to change. We reserve the right to change premiums required for this certificate. If we do, we'll give you 30 days' written notice.

The first premium payment is due at the time of your initial insurance application and covers you from your start date until your next premium due date. If we do not receive the first premium, or if the first premium is not honoured when first presented for payment, the insurance will not go into effect. Afterwards, premiums can be paid either monthly on the 1st of each month following your start date, or annually on the group policy anniversary date.

For the first year, premiums are pro-rated based on the number of full months remaining from your start date until the next group policy anniversary date. Your insurance remains active from month to month if the required premiums are paid when due. You may request to change the premium payment frequency.

Grace period

Following payment of your first premium, if you don't pay your subsequent premiums, you have a 31-day grace period to pay the overdue amount to maintain your insurance. Your insurance will remain active during this grace period, subject to the conditions of Section 6. Your insurance ends on the last day of the grace period if we don't receive your full payment. We will refund you any partial payments made during the grace period.

Reinstatement

Your insurance coverage under this certificate may be reinstated within 60 days after the end of the grace period.

To reinstate your insurance coverage, we must receive your:

- written application for reinstatement;
- satisfactory medical evidence; and
- payment of the reinstatement amount.

The reinstatement amount is the total of all outstanding required premiums that were due on or before the end of the grace period, plus all premiums due from the end of the grace period to the effective date of the reinstatement.

2 What is covered

Based on your status in Section 1, the following benefits may be available to you.

Total disability

If you become totally disabled, while your insurance is in force, a monthly benefit may be payable during the period of your total disability, subject to Section 4 and the following conditions:

- you must provide satisfactory evidence to us that you have become totally disabled prior to September 1st on or next following your 70th birthday.
- you must provide satisfactory evidence to us that you have become totally disabled prior to September 1st on or next following your 80th birthday if you have coverage under the 70+ DI option.

Partial disability

This benefit applies only if you are a student.

Upon receipt of satisfactory evidence that you have become partially disabled while your insurance is in force, a monthly benefit may be payable during the period of your partial disability, subject to Section 4, as follows:

- for the first 24 months of partial disability, 50% of your monthly benefit applicable; and
- following the first 24 months of partial disability, 25% of your monthly benefit applicable.

Residual disability

This benefit does not apply if you are a student or if you have coverage under 70+ DI option.

Upon receipt of satisfactory evidence that you have become residually disabled while your insurance is in force, the residual monthly benefit may be payable during the period of your residual disability, subject to Section 4 and the following:

- If you are residually disabled prior to age 65, you will not be required to satisfy any specified period of total disability to be eligible for the residual monthly benefit.
- If you are residually disabled on or after your 65th birthday, residual disability must immediately follow a period of 30 consecutive days of total disability prior to the September 1st on or next following your 70th birthday.

If the residual monthly benefit becomes payable and you have 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. The adjusted average monthly earned income will be used to determine the residual monthly benefit.

If benefits are payable beyond your 65th birthday, the calculation of the adjusted average monthly earned income will not occur on any disability anniversary date on or after your 65th birthday.

Presumed total disability

If, as a result of sickness or injury while your insurance is in force, you totally and irrecoverably lose the:

- power of speech;
- sight of both eyes;
- hearing in both ears; or

- use of both hands or both feet;

you will be considered totally disabled, whether or not you are able to perform the essential duties of your regular occupation, are engaged in another gainful occupation, or are under a treating physician's care. The monthly benefit will be paid when you have completed the elimination period.

Transplant donor or cosmetic surgery

If your total disability is the result of transplant surgery (where part of your body is transplanted to another person) or from cosmetic surgery to improve your appearance or correct a disfigurement, upon receipt of satisfactory evidence, your total disability will be considered to be caused by sickness, and the monthly benefit may be payable, provided that:

- your insurance has been in force for at least 6 months;
- you have been continuously totally disabled for at least 30 days; and
- you have completed the elimination period.

HIV positive or Hepatitis B/C positive

This benefit does not apply if you have coverage under the 70+ DI option.

You will be considered eligible for this benefit if you test positive for the Human Immunodeficiency Virus (HIV) or you are determined to be a carrier of the Hepatitis B Virus (acute Viral Hepatitis) or Hepatitis C and you are in an asymptomatic infectious state before you are age 65 and if such condition:

1. is required to be disclosed to your patients by regulations approved by an appropriate governmental authority or hospital board or an applicable medical regulatory body or licensing authority, or
2. results in a limitation of your practice 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 points 1 and 2 above:

- if you are not a student, you suffer a loss of at least 20% of your average monthly earned income or adjusted monthly earned income for the period before the date the condition was disclosed as provided in point 1 and/or your practice of medicine was limited as provided in point 2; or
- if you are a student, you are under a treating physician's care, and are unable to perform either:
 - one or more of the essential duties of your regular occupation; or
 - the important duties of your regular occupation at least one-half of the time normally required.

If these circumstances apply, and if you are:

- a student, a monthly benefit may be payable, subject to Section 4, in accordance with the terms of this certificate governing the calculation of the partial disability benefit; or
- not a student, a monthly benefit may be payable, subject to Section 4, in accordance with the terms of this certificate governing the calculation of the residual monthly benefit on completion of the elimination period.

Nothing in this provision requires you to make public your infectious state.

Termination of HIV positive or Hepatitis B/C positive benefit

The benefit will continue to the earliest of the following dates:

- the date as of which you are determined to have recovered from the infectious state;

- if you are not a student, the date you no longer suffer a loss of average monthly earned income or adjusted average monthly earned income greater than 20%;
- if you are a student, the date you are no longer under a treating physician's care, are no longer unable to perform one or more of the essential duties of your regular occupation, or are no longer unable to perform the important duties of your regular occupation at least one-half of the time normally required;
- the date you become entitled to disability benefits under the definition of total disability in accordance with the terms and conditions of this certificate;
- the date the maximum benefit period has been reached;
- the date your coverage terminates;
- the date you are age 65;
- the date of your death;
- the date you fail to furnish satisfactory medical or financial evidence as requested by us;
- the date you refuse to meet with our representative at a mutually arranged time as may be requested from time to time; or
- the date which is 6 months after the date conditions of point 1. (disclosure) and point 2. (limitation) above terminate.

The HIV positive Hepatitis B/C positive benefit may be claimed only once while you are insured under this certificate.

Survivor benefit

If you die 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 your estate in an amount equal to 3 times the last monthly benefit payable for the disability before the date of your death.

Waiver of premium

If you become disabled and are eligible for benefits under this certificate, you will not need to pay the premiums starting on the date when the benefits become payable to you, provided the elimination period is satisfied. Once the waiver of premium benefit has begun for this disability claim, we will refund you any premiums you paid between the date of the onset of disability and the date the benefits became payable to you, on a *pro-rata* basis. The waiver of premium benefit will continue as long as you remain continuously disabled.

While your premiums are being waived, you are not permitted to increase the monthly benefit amount, add any rider, or make any changes to the insurance that subsequently increases the premium amount, except for exercising the one-time GIB option during disability as outlined in Section 7.

If you become disabled and are eligible for benefits under this certificate, and then subsequently become no longer disabled, the waiver of premium no longer applies and you may continue your insurance provided you resume payment of the premiums due within 31 days from the date you are no longer disabled.

If the date you are no longer disabled falls between premium due dates, a *pro-rata* premium from the date you are no longer disabled will be due. Subsequent premiums will be due on the premium due dates thereafter.

Return to work assistance

This benefit does not apply if you have coverage under the 70+ DI option.

If we deem appropriate, in order to continue your disability benefit you will be required to participate in a return to work assistance program approved by us in writing to provide you with assistance in returning to work or enhancing your ability to work to the extent you were able to work prior to your disability date, or returning to your full-time studies.

This program may include the involvement of one of our rehabilitation specialists, part-time work, working in another occupation, vocational training, or workplace modification. The decision to approve or continue a return to work assistance program will be made solely by us. We will consider such factors as financial considerations and our opinion on the merits of rehabilitation.

We will continue to pay a disability benefit while you actively participate in the program, but not beyond the remaining benefit period. If you are no longer an active participant in the program, you may still be eligible for disability benefit payments provided you continue to be disabled. Benefits will not be paid beyond the remaining benefit period.

We will also pay, subject to a maximum of \$100,000, the cost of services in connection with a return to work assistance program if:

- we enter into a mutually acceptable agreement with you on both the program and the services; and
- the cost of the service is not covered by another plan or program.

We will not pay return to work assistance program costs incurred beyond the remaining benefit period.

Recurrent disability

Where there are subsequent periods of total, partial, or residual disability resulting from the same cause or causes interspersed with periods during which you are not continuously disabled pursuant to this certificate, 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 will be added to the initial period of disability in determining when the elimination period has been completed, provided however, that we are notified, in accordance with the terms of the certificate, of the cause, dates and duration of such interim periods of disability.

The elimination period must be accumulated by periods of total, partial, or residual disability from the same cause within:

- 6 months for coverage with an elimination period of 30, 60, or 90 days;
- 9 months for coverage with elimination period of 120 days;
- 12 months for coverage with an elimination period of 180 days; and
- 18 months for coverage with an elimination period of 365 days.

If you suffer a recurrent disability before the expiration of 6 months from the date of termination of the previous period of disability benefit payments, the maximum benefit period for the subsequent period of disability will be limited to the remaining period, if any, of the maximum 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 you suffer a recurrent disability after the expiration of 6 months following the termination of the previous period of total, partial, or residual disability, such recurrent disability will be deemed a new disability for the purpose of the elimination period and the maximum benefit period.

If you are a student who completes your current year of medical school within this 6-month period and are in your subsequent year of medical school when you again become totally or partially disabled due to the same or related causes, you will be entitled to the monthly benefit payment payable under this certificate during the applicable subsequent years of medical school.

Concurrent disability

If disability is caused by more than one injury or sickness, or from both, we will pay benefits as if the disability was caused by only one injury or sickness. We will not pay more than one disability benefit for the same period. The maximum benefit period will be determined from the start of the first disability.

3 Continuation of coverage

If, on the date your coverage under the group policy terminates, you are disabled and either eligible to receive disability benefits or fulfilling a required elimination period, we will pay you the same benefit for any loss incurred after such date and while you remain so disabled as would be payable if the coverage had not terminated.

If, on the date your coverage under the group policy terminates, and the waiver of premium benefit is in effect, the waiver of premium will remain in effect after such date and while you remain disabled, as it would be if the coverage had not been terminated.

This continuation of coverage will end when you are no longer eligible for monthly benefit payments.

Portability

You are covered anywhere worldwide, subject to the terms and conditions of this certificate, and provided you maintain your membership in an eligible association and premiums continue to be paid.

4 Claims

Written notice of claim must be filed with us as soon as reasonably possible after you become disabled. Proof of disability must be submitted within 90 days from the onset of the disability or as soon as reasonably possible, but in no event will the time for filing the proof of claim be extended beyond 1 year after the notice of claim was submitted.

For the assessment of a claim, we may require medical records or reports, proof of payment, itemized bills, or other information we consider necessary.

Your responsibilities during disability

During any period of disability, you must make reasonable efforts to recover from disability by:

- being under a treating physician's care;
- participating in a reasonable return to work assistance program, if applicable; and/or
- applying for reinstatement of your license to practice medicine, if applicable.

When benefits are payable

We will pay the eligible disability benefit if:

- coverage is in force at time of disability;
- you provided satisfactory proof of disability and are deemed eligible for benefit payments; and
- the elimination period has been satisfied.

Benefit payments are payable at monthly intervals calculated from the end of the elimination period, subject to the receipt of satisfactory evidence of continuing disability. Payment of benefits for part of a month will be calculated at the rate of 1/30th of the monthly benefit multiplied by the number of days of disability during that month.

Benefits payable under this certificate will be reduced by benefits or payments available under other sources, as outlined under the integration of benefits conditions in this Section 4 below.

When benefits end

Your benefits will end on the earliest of the following:

- the date you are no longer disabled, except for any return to work assistance benefit, if applicable;
- the date the maximum benefit period has been reached;
- the date you fail to furnish satisfactory evidence of continuing disability, fail to submit to medical examinations as required by us, or fail to submit evidence of your earned income as we require;
- the date you are no longer under a treating physician's care unless we have waived the requirement;
- the date you refuse to meet with our representatives at a mutually arranged time as may be requested from time to time;
- the date you refuse to participate in a reasonable return to work program approved by us; or
- the date of your death.

Integration of benefits

Benefits payable under this certificate will be reduced by benefits or payments available under other sources as follows:

- If you were a student or an international medical graduate when you first become disabled, the monthly benefit payable will be reduced by any other disability benefits or payments that you may receive or be entitled to receive under any:
 - individual insurance issued before the start date of your insurance under this certificate;
 - government sponsored plan or program that provides disability benefits or payments for injuries or sickness related to military service.
- If you were a medical resident, a post graduate medical trainee, or a medical fellow when you first become disabled and you do not have any insurance issued through the Essentials offer for physicians, the monthly benefit payable will be reduced by any other disability benefits or payments that you may receive or be entitled to receive under any:
 - individual insurance issued before the start date of your insurance under this certificate;
 - other group policy or association policy, excluding coverage provided under PARO, Maritime Resident Doctors, and PARNL;
 - government sponsored plan or program that provides disability benefits or payments for injuries or sickness related to military service.
- If you become disabled within the first two years of having insurance coverage issued through the Essentials offer for physicians, and if the total of the monthly benefit payable and the additional sources of benefits and payments as described here exceeds your average monthly earned income, the monthly benefit will be reduced by the excess.

Additional sources of benefits and payments are amounts provided under any:

- individual insurance issued before the start date of your insurance under this certificate;
- other group policy or association policy,
- government sponsored plan or program that provides disability benefits or payments for injuries or sickness related to military service.

During the first 2 years after the start date of coverage, average monthly earned income will be the greater of the monthly benefit in force or the average monthly earned income during the 12-month period immediately preceding the onset of total or residual disability.

- If you are age 65 but less than age 70, and if the total of the monthly benefit payable and the additional sources of benefits and payments as described here exceeds your average monthly earned income, the monthly 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,
- government sponsored plan or program that provides disability benefits or payments for injuries or sickness related to military service.

- If you have coverage under the 70+ DI option, if the total of the monthly benefit payable and the additional sources of benefits and payments as described here exceeds your average monthly earned income, the monthly 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 your highest average monthly earned income in either the 12-month period or calendar (tax) year immediately preceding the onset of total disability.

5 What is not covered

We will not pay disability benefits resulting directly or indirectly from any of the following:

- **Terrorism, war, or insurrection** – declared or undeclared war, or any act of war, riot or insurrection or terror; injuries sustained, or sickness contracted while in the military service of any country at war;
- **Criminal offence or imprisonment** – attempt, provocation, or commission of a criminal offense or assault, participation in a riot or civil commotion, or during any period of imprisonment or confinement in a similar institution;
- **Pregnancy** – a normal pregnancy and/or childbirth; or
- **Loss of medical license** – if you lose your license to practice medicine as a result of disciplinary proceedings, criminal conviction, or because you voluntarily relinquished your license to avoid disciplinary proceedings.

Pre-existing condition limitation

We will not pay benefits for any disability occurring within 24 months of your start date of insurance coverage for any injury, sickness, or medical condition or symptom(s) (whether or not they are diagnosed) for which you had symptoms, consulted a treating physician or other health care practitioner, or were 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 treating physician or any other health care practitioner, during the 24 months prior to the start date of your insurance coverage under this certificate.

The pre-existing condition limitation provision applies to insurance obtained under this certificate.

However, the pre-existing condition limitation provision will **not** apply to:

- any option amount obtained under the guaranteed insurability benefit rider; or
- insurance obtained as a physician through a new application, which required full medical evidence (and any other evidence) as set out in Section 1, Physician Status, Application method 3.

Exceptions to the pre-existing condition limitation

Coverage obtained through the Essentials offer for students

Any automatic increases in your coverage will only be subject to any remaining period of this certificate's 24-month pre-existing condition limitation not yet satisfied. Any other increases in your coverage will have a new 24-month pre-existing condition limitation applied.

Coverage obtained through the Essentials offer for residents

If you had coverage obtained through the Essentials offer for students, any remaining period of this certificate's 24-month pre-existing condition limitation not yet satisfied continues.

Coverage obtained through the Essentials offer for physicians

If you had coverage obtained through the Essentials offer for residents, any remaining period of this certificate's 24-month pre-existing condition limitation not yet satisfied continues.

Coverage obtained through policy 17849

If you had coverage obtained under policy 17849 that you transferred to this certificate, any remaining period of your previous 12-month pre-existing condition limitation not yet satisfied continues. Any other increases in your coverage will have a new 24-month pre-existing condition limitation applied.

6 When your coverage ends

Your insurance will end on the earliest of the following:

- the date the group policy terminates, except when you have an active claim or are exercising the waiver of premium benefit as per the continuation of coverage provision in Section 3;
- the date any premium due has not been paid, subject to the grace period;
- if you are a student, the date you withdraw or are terminated from the program of medical studies prior to graduation as certified by the medical school concerned;
- if you are a student, 12 months from the date of your graduation from medical school if you do not begin a residency program, become a post-graduate student, or become a medical fellow within this period, except as outlined in the parental leave of absence under the “Student status” details in Section 1;
- the last day prior to the group policy anniversary date on or immediately following the date of your 70th birthday, unless you have coverage under the 70+ DI option;
- if you have coverage under the 70+ DI option, the last day prior to the group policy anniversary date that is on or immediately following your 80th birthday;
- the date the maximum benefit period has been reached;
- the last day prior to the policy anniversary date on or immediately following the date you are no longer a member of an eligible association;
- the first of the month on or immediately following the date we receive written notice from you requesting the insurance be terminated; or
- for coverage obtained prior to September 1, 2023, the date you are no longer practicing medicine, if age 65 or over;
- for coverage obtained on or after September 1, 2023, the date you are no longer practicing medicine;
- the date of your death.

You will be refunded any unused premium paid when the coverage ends.

7 Riders

This section does not apply if you have coverage under the 70+ DI option.

If you are insured under a rider, it will be shown on your *Certificate Schedule*.

Except as outlined in this section, a rider is subject to the same features, provisions, definitions, limitations, and conditions as those under this certificate. Premiums for a rider are payable under the same conditions as the premium for the disability insurance coverage of this certificate.

We agree to issue additional coverage at the times provided, subject to the terms and conditions of this certificate and of the applicable riders listed below.

Cost of Living Adjustment (COLA)

Eligibility

In addition to satisfying the eligibility requirements based on your status in Section 1, to be eligible for this cost of living adjustment rider, you must also be between the age of 18 to age 64, inclusive, at the time of application.

This rider is available with application and medical evidence with the following exceptions:

- for students – this rider is issued automatically without application and medical evidence for coverage obtained through the Essentials offer for students;
- for international medical graduates – if you are applying for coverage through the Essentials offer for international medical graduates, simplified medical underwriting is required;
- for residents –
 - if you had coverage as a student or international medical graduate under this policy, this rider is automatically transitioned without application and medical evidence at start of a residency program;
 - if you are applying for coverage through the Essentials offer for residents, simplified medical underwriting is required;
- for physicians –
 - if you had this rider as a resident under this policy, this rider is automatically transitioned without application and medical evidence at start of your medical practice;
 - if you had coverage as a member under PARO, Maritime Resident Doctors, and PARNL as of September 1, 2021, then this rider is available without medical evidence;
 - if you are applying for coverage through the Essentials offer for physicians, simplified medical underwriting is required.

Definitions

The following meanings apply only to this COLA rider.

adjusted monthly benefit – is the sum of the cost of living benefit determined at each disability anniversary date and your monthly benefit.

cost of living adjustment – is the factor determined by the application of the following formula:

$$\frac{\text{(national CPI for the index month)}}{\text{divided by (national CPI for the prior index month)}} - 1$$

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 0.00, it shall be zero.

cost of living benefit – is the amount determined by multiplying the cost of living adjustment by the adjusted monthly benefit, compounded annually.

disability period – is the time during which you are disabled, or the time during which you suffer consecutive and continuous periods of disability.

prior index month – as at the first disability anniversary date, is the calendar month which is 3 months before the disability period started; and with respect to all subsequent disability anniversary dates, the calendar month which is 3 months before the immediately prior disability anniversary date.

Description of coverage

Under the COLA rider, after you are disabled for a continuous period of 12 months, we will adjust the monthly benefit otherwise payable to reflect the annual change in the Consumer Price Index (CPI), as set out in this rider.

On each disability anniversary date, we will compute the cost of living benefit to determine the adjusted monthly benefit payable to you. There will be no cost of living benefit during the first year of disability.

Benefit

- for total disability – if you suffer a 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 benefit will be payable instead of the monthly benefit.
- for partial disability – if you suffer a partial disability and the disability period has continued for one year, on each disability anniversary date, we will use the adjusted monthly benefit to calculate the partial disability benefit.
- for residual disability – if you suffer a residual disability and the disability period has continued for one year, on each disability anniversary date, we will use the adjusted monthly benefit to calculate the residual disability benefit.
- for recurrent disability – if you suffer a recurrent disability before the expiration of 6 months from the date of termination of the previous period of disability benefit payments, as outlined under the recurrent disability provision in Section 2, the disability anniversary date will 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 provision in Section 2 will apply.
- for new disability claim – a new disability anniversary date will be determined with each new claim you may have under the certificate. 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 your benefit payment is payable beyond your 65th birthday, the benefit will be the adjusted monthly benefit as at the last disability anniversary date immediately prior to your 65th birthday.

When the cost of living adjustment rider ends

Premiums are payable under this rider until the September 1st following your 63rd birthday.

This rider will terminate at the earliest of:

- the date your certificate terminates according to the conditions outlined in Section 6;
- the date any premium due under this rider has not been paid, subject to the grace period;

- September 1st on or immediately following your 65th birthday; or
- the first day of the month on or immediately following the date in which we receive your written request to cancel this rider.

Guaranteed Insurability Benefit (GIB)

Eligibility

In addition to satisfying the eligibility requirements based on your status in Section 1, to be eligible for this guaranteed insurability benefit rider, at the time of application, you must also:

- be between ages 18 to 49, inclusive;
- not be insured under the guaranteed insurability benefit rider under policy 17849 or 59997, or the Future Insurance Option (FIO) rider under policy 59997 or 2718; and
- not in receipt of a monthly benefit provided under this policy, policy 17849, 59997, or 2718.

This rider is available with application and medical evidence with the following exceptions:

- for students – this rider is issued automatically without application and medical evidence for coverage obtained through the Essentials offer for students, but you may not exercise the GIB option to increase your coverage until the start of your medical practice;
- for international medical graduates – if you are applying for coverage through the Essentials offer for international medical graduates, simplified medical underwriting is required. However, you may not exercise the GIB option to increase your coverage until the start of your medical practice;
- for residents –
 - if you had coverage as a student or international medical graduate under this policy, this rider is automatically transitioned without application and medical evidence at start of a residency program, but you may not exercise the GIB option to increase your coverage until the start of your medical practice;
 - if you are applying for coverage through the Essentials offer for residents, simplified medical underwriting is required;
- for physicians –
 - if you had this rider as a resident under this policy, this rider is automatically transitioned without application and medical evidence at the start of your medical practice;
 - if you were a member under PARO, Maritime Resident Doctors, and PARNL as of September 1, 2021, then this rider is available without medical evidence;
 - if you are applying for coverage through the Essentials offer for physicians, simplified medical underwriting is required.

Definitions

The following meanings apply only to this guaranteed insurability benefit rider.

option amount – is the amount of additional coverage exercised during any *option period*.

option period – is the 31-day period from May 1st to May 31st, inclusive, every calendar year. You may only exercise an option once a year under this regular option period.

additional option periods – for coverage:

- **not** obtained through the Essentials offer for physicians, is the 60-day period immediately following the successful start of your medical practice; or
- obtained through the Essentials offer for physicians, is the 120-day period immediately following the start of a fellowship or full-time medical practice and successful completion of a residency program.

You may only exercise an option once under this additional option period.

Description of coverage

If you are insured under this GIB rider, you are eligible to purchase an additional monthly benefit amount during any option period while your coverage under this certificate and your rider are in force, without medical evidence, subject to the terms and conditions of this certificate, including any amendments or endorsements.

Terms

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

- you must reside in Canada, excluding Quebec, in order to apply for this rider or to exercise any option;
- you must be age 55 or less on September 1st immediately before the option period;
- you are working for at least 25 hours per week, unless an exception has been granted by us;
- written application must be received by us before the expiry of the option period;
- during any option period, you may purchase an option amount of up to \$2,500, in multiples of \$100, provided you have sufficient income to qualify for an increase, the overall plan maximum has not been reached, and you are not disabled, on a leave of absence, or on a parental leave of absence during the option period, except as expressly set out in this rider below;
- under coverage obtained through the Essentials offer for physicians, for the additional option period only, the option amounts are subject to the overall plan maximum of \$8,500 for general practitioners, and \$11,000 if you are practicing in a medical specialty or as an emergency room physician, of monthly benefit from all sources in effect or currently applied for;
- the additional coverage will become effective during the option period on the date the application is received by us. If your 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.
- under coverage obtained through the Essentials offer for physicians, the additional coverage will become effective on the later of the date medical practice is commenced or the date the application is received by us, provided your application is received within 120 days of completing a residency or fellowship program;
- the additional coverage will provide you with an increase to your monthly benefit in accordance with the provisions, terms, conditions, riders, endorsements, and amendments included in the coverage issued under this certificate;
- the elimination period of the additional coverage may not be less than the shortest elimination period for your monthly benefit under this certificate;
- the additional coverage will exclude any loss resulting from a disease, impairment, or conditions specifically excluded from coverage under this certificate unless this rider was in force prior to any coverage you obtained with an exclusion;
- premiums for additional coverage will be based on your smoker or non-smoker status at our premium rate then in force for the coverage provided.

Option during disability

If an option period occurs during any period of disability, you may exercise 1 option amount in multiples of \$100, but not over \$1,000, which will apply only to any new disability.

If the premiums are being waived under this certificate when you exercise this option during disability, we will waive premiums for the additional coverage from the start date of this additional coverage. If no premiums are currently being waived, waiver for the additional coverage will begin at the same time premiums are waived under the certificate. Waiver of any premiums for the additional coverage will otherwise be subject to the waiver of premium provision in Section 2.

Option during leave of absence or parental leave of absence

If an option period occurs during any leave of absence or parental leave of absence, you may exercise 1 option amount in multiples of \$100, but not over \$1,000, which will only become effective upon your 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 will be subject to our disability income limits and financial underwriting guidelines then in effect. The sum of your monthly benefits and all similar insurance coverage in force from any source may not exceed these limits and will apply to your earned income or, in the case of an option period during a period of disability, your average monthly earned income immediately before the start of disability.

When the guaranteed insurability benefit rider ends

This rider will terminate and any premiums payable for the rider will end on the earliest of:

- the date your certificate terminates according to the conditions outlined in Section 6;
- the date any premium due under this rider has not been paid, subject to the grace period;
- September 1st on or immediately following your 56th birthday;
- the date you have the maximum \$25,000 monthly benefit, including coverage from all sources; or
- the first day of the month on or immediately following the date we receive your written request to cancel this rider.

Own Occupation

Eligibility

This rider is not available if you are a student or international medical graduate.

You must satisfy the eligibility requirements based on your status in Section 1 to be eligible for the own occupation rider at the time of application.

The own occupation rider is available with application and medical evidence with the following exceptions:

- for residents –
 - this rider is issued automatically without application and medical evidence at start of a residency program if you had coverage as a student under this policy;
 - if you are applying for coverage through the Essentials offer for residents, simplified medical underwriting is required;
- for physicians –
 - if you had this rider as a resident under this policy, this rider is automatically transitioned without application and medical evidence at start of your medical practice;
 - if you were a member under PARO, Maritime Resident Doctors, and PARNL as of September 1, 2021, then this rider is available without medical evidence;
 - if you are applying for coverage through the Essentials offer for physicians, this rider is available with application, but without medical evidence, provided you had coverage as a resident under this certificate.

Description of coverage

Notwithstanding anything to the contrary in this certificate, for the purposes of this own occupation rider only, the following meanings apply:

total disability and **totally disabled** – is when you are unable to perform the essential duties of your regular occupation due to sickness or injury and are under a treating physician's care. At age 65, this definition reverts to the definition in Section 9.

residual disability and **residually disabled** – is when you are not totally disabled but due to sickness or injury, are under a treating physician's care and have a loss of earned income for each month of at least 20% of your average monthly earned income or adjusted average monthly earned income and you are engaged in your regular occupation. At age 65, this definition reverts to the definition in Section 9.

When the own occupation rider ends

Premiums are payable under this rider until the September 1st immediately following your 64th birthday.

This rider will terminate and any premiums payable for the rider will end on the earliest of:

- the date your certificate terminates according to the conditions outlined in Section 6;
- the date any premium due under this rider has not been paid, subject to the grace period;
- September 1st on or immediately following your 65th birthday; or
- the first day of the month on or immediately following the date in which we receive your written request to cancel this rider.

Retirement Protection

Eligibility

This rider is not available if you are a student or international medical graduate.

In addition to satisfying the eligibility requirements based on your status in Section 1, to be eligible for this retirement protection rider, at the time of application, you must also be:

- between ages 18 to 54, inclusive;
- insured for at least \$1000 of monthly benefit under this certificate;
- practicing medicine in Canada; and
- not in receipt of a monthly disability income benefit provided under this policy, policy 17849, 59997, or 2718.

You may **not** be insured for more than \$1,500 of combined monthly retirement protection benefit under this policy, policy 17849, 59997, and 2718.

This rider is available with application and medical evidence with the following exceptions:

- for residents –
 - if you had coverage as a student under this policy, and are under age 55, the retirement protection rider will be issued automatically with a monthly retirement protection benefit of \$500, without application and medical evidence at the start of your residency program.
 - if you are applying for coverage through the Essentials offer for residents, simplified medical underwriting is required;
- for physicians – a monthly retirement protection benefit of \$1,000 is available
 - if you had this rider as a resident under this policy, this rider is automatically transitioned without application and medical evidence at start of your medical practice;
 - if you were a member under PARO, Maritime Resident Doctors, and PARNL as of September 1, 2021, then this rider is available without medical evidence;
 - if you had coverage as a resident under this certificate and are applying for coverage through the Essentials offer for physicians, then this rider is available without medical evidence.

Definitions

The following meanings apply only to this retirement protection rider.

elimination period – is 90 consecutive days of total disability, for which no benefit is payable under this rider.

monthly retirement protection benefit – is the monthly retirement protection benefit applied for and approved by us.

Description of coverage

Subject to the eligibility conditions above, if your earned income is:

- less than \$100,000, you are eligible for \$500 of monthly retirement protection benefit; and
- \$100,000 or more, you are eligible for \$500, \$1,000, or \$1,500 of monthly retirement protection benefit.

Maximum coverage includes coverage under this certificate and other policies providing similar coverage.

Benefit

To qualify for benefits under this rider you must be totally disabled and have completed the elimination period prior to your 65th birthday.

The benefit will be payable monthly to a Non-Registered Savings Plan (NRSP) account offered through Manulife Group Retirement Solutions, which you will be required to open when you make a claim for benefits. This benefit will commence on the day following the completion of the elimination period, and continue as long as you remain totally disabled, but not beyond your 65th birthday. Payment of benefits for part of a month is calculated at the rate of 1/30th of the monthly benefit payable multiplied by the number of days of total disability during that month.

No other benefits or riders apply to this rider.

Fund management

The monthly retirement protection benefit funds will be deposited to your NRSP account. You will have the ability to select the investment option of your choice. All funds from the NRSP will be paid according to the terms of the NRSP on or after your 65th birthday. The terms of the NRSP are available from us upon request.

When benefit payments end

Benefits will terminate on the earliest of:

- the date this rider terminates;
- the date you are no longer totally disabled;
- the date of your 65th birthday;
- the date you fail to furnish satisfactory evidence of the continuance of total disability, or fail to submit to medical examination as we require, or fail to submit evidence of your earned income as we require;
- the date you are no longer under a treating physician's care unless we have waived the requirement;
- the date you refuse to meet with our representative at a mutually arranged time as may be requested;
- the date you refuse to participate in a reasonable return to work assistance program approved by us;
or
- the date of your death.

Recurrent total disability

The following recurrent total disability provision will apply only to this rider.

When there are subsequent periods of total disability resulting from the same cause or causes interspersed with periods during which you are not totally and continuously disabled, each subsequent period of total disability will be treated as a recurrent total disability.

If you suffer 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 will 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 you suffer 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 only.

If total disability is caused by more than one injury or sickness, or from both, we will pay benefits as if the total disability was caused by only one injury or sickness.

We will not pay more than one total disability benefit for the same period.

When the retirement protection rider ends

Premiums are payable under this rider until the September 1st following your 63rd birthday.

This rider will terminate at the earliest of:

- the date your certificate terminates according to the conditions outlined in Section 6;
- the date any premium due under this rider has not been paid, subject to the grace period;
- 90 days prior to your 65th birthday;
- the date you cease regular and active employment, provided you are not totally disabled; or
- the first day of the month on or following the date in which we receive your written request to cancel this rider.

8 General provisions

Entire contract

This certificate, together with any applications for insurance submitted by you and any *Certificate Schedules*, riders, schedules, attachments, amendments and/or endorsements to this certificate executed by us, constitutes the entire contract between the parties.

This certificate is subject in all respects to the terms and conditions of the group policy. If there is any conflict between the terms and conditions of this certificate and the group policy, the terms of the group policy take precedence, to the extent permitted by applicable law. The certificate will govern any matter requiring determination. It supersedes any previously issued certificate.

Certificate Schedule

The *Certificate Schedule* is a separate document issued to you accompanying this certificate outlining the benefits for which you have been approved, along with any applicable provisions, and forms part of this certificate.

Currency

All payments by us or to us under this certificate must be in Canadian dollars.

Facility of payment

If for any reason, you are not competent to give a valid release for payments to which you are entitled, we may, at our discretion, make payment, to the extent permitted by law, to any person related to you, or to any other individual appearing to us to be equitably entitled to such payment. Any payment made by us in good faith pursuant to this provision fully discharges us to the extent of such payment.

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 subsequent waiver of the performance of, or any subsequent breach of, the same provision.

Governing law

This certificate will be subject to the laws of the Canadian province or territory in which you resided at the time of application for insurance.

Provincial variations

We reserve the right to adjust the provisions described in this certificate to meet the minimum requirements of law within your province or territory.

Non-participating

This certificate is non-participating and is not eligible to share in our divisible surplus. It has no cash value and receives no dividends.

Assignment

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

Limitation of action

No legal action may be taken on claims until 60 days after due proof of claim has been submitted.

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 *Limitations Act, 2002*, in Ontario, if applicable, or such other applicable legislation of your province or territory.

Requesting copies of documents

Upon request and on reasonable notice, you may, at any time, obtain copies of:

- your application for insurance;
- any written statements or other record, not otherwise part of the application for insurance, that you have provided to us as evidence of insurability; and
- 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 us.

Clerical error

Clerical error by the OMA or by us in administering this certificate will not:

- invalidate coverage that is otherwise in force;
- render insurance valid which would, but for such error, not validly be in force; or
- continue coverage otherwise validly terminated.

We or the OMA will not refund premiums for any period which is more than 12 months prior to the date we or the OMA receive proof in writing of your right to a refund.

Changes and amendments

We may at any time, by agreement with the OMA, amend the provisions of this certificate. You will be provided with written notification of any changes to this certificate. Your consent is not required. No such amendment will in any way affect our liability in respect of any loss that occurs prior to the start date of the amendment.

We may also change the benefits, terms, and conditions of this certificate at any time, in response to changes in provincial, territorial, or federal legislation or regulations, retroactive to the date of such changes.

Misstatement of non-smoker status

If your status as a non-smoker has been misstated, your insurance will be cancelled retroactive to the start date with no refund of premiums paid.

Misstatement of age

If due to the misstatement of your age:

- we would not have issued the insurance coverage because the true age at issue does not meet the eligibility requirements in effect when the coverage was issued, then we may declare the insurance void and our liability will be limited to the refund of all premiums paid for the coverage.
- the coverage has been in effect longer than it would have been based on the true age at issue, we will terminate the coverage effective on the date the coverage would have ceased according to the true age and, if we accepted a premium for a period beyond that date, our liability will be limited to the refund of all premiums paid for the period during which coverage would not have been in effect.

Otherwise, if the amount of your insurance in accordance with the terms and conditions of this certificate has been affected by a misstatement of age, the amount of your insurance will be adjusted to the amount to which you would have been entitled as determined using the true age, and an equitable premium adjustment will be made.

If the amount of premium applicable to you has been affected by such misstatement of age, the amount of premium applicable to you will be adjusted to the amount determined by the true age, and an equitable premium adjustment will be made.

We may request proof of age for any person insured under this certificate. If a date of birth is misstated, it will be corrected, and the following may occur:

- rates may be adjusted;
- the date of coverage starts may change;
- the amount and type of coverage may be reduced or cancelled; and/or
- any rights or benefits provided under this certificate may be changed.

Misrepresentation, adjustments, and incontestability

Any failure to disclose or misrepresentation of a fact material to the insurance could render your insurance voidable by us.

In addition, we have the right to subtract any claims we've paid from any premiums we refund. However, after coverage has been in force for a period of 2 years, we can't cancel any coverage, unless a fraud is committed.

9 Words and phrases used in this certificate

Some of the terms used in this certificate have a specific meaning. It's very important this certificate is read and understood with these specific meanings in mind. Please familiarize yourself with these terms and their associated meaning whenever consulting this certificate.

adjusted average monthly earned income – is

$$\frac{\text{(national CPI for latest index month)}}{\text{divided by (national CPI for the first index month)}} \times \text{average monthly earned income}$$

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.

age – is your age in completed years on the start date of the coverage and on each subsequent group policy anniversary date.

all sources – is the disability income coverage under any individual, association, or group insurance.

average monthly earned income – is

- If you are age 65 or over but less than age 70, your 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.
- If you have coverage under the 70+ DI option, your highest average monthly *earned income* in either the 12 month period or calendar (tax) year immediately preceding the onset of total disability.
- If you are less than age 65, the greater of:
 - your 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
 - your 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:

- For a period not exceeding 5 years if you 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 your highest average monthly *earned income* for any consecutive 12 month period in the 24 months immediately preceding commencement of your post graduate training.

For a period of 12 months following the completion of your return to a period of post graduate medical training which lasts 5 years or less, average monthly earned income will be your highest average monthly *earned income* for any consecutive 12 month period in the 24 months immediately preceding commencement of your post graduate medical training or, if greater, the average monthly *earned income* during the 12 month period immediately preceding the onset of disability.

- If you leave practice for a period of 2 years or less to serve as a medical missionary at a reduced earning level, average monthly earned income will be your highest average monthly *earned income* for any consecutive 12 month period in the 24 months immediately preceding commencement of your medical missionary vocation.

- If you participate in a parental leave of absence or leave of absence approved by us of 2 years or less, average monthly earned income will be your 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 us.

For a period of 12 months following your parental leave of absence or leave of absence approved by us, the average monthly earned income will be your 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 us or, if greater, the average monthly *earned income* during the 12 month period immediately preceding the onset of disability.

- For the 24 month period from the effective date of coverage obtained through the Essentials offer for physicians, average monthly earned income will be the greater of the monthly benefit in force or the average monthly *earned income* during the 12 month period immediately preceding the onset of total or residual disability.
- If you are a resident, average monthly earned income is equal to the monthly benefit.

certificate – is the certificate of insurance issued by us to you as evidence that we have granted you insurance under the group policy.

CPI – is the Consumer Price Index for all items published by Statistics Canada. If the CPI is discontinued or its method of computation is changed so that, in our opinion, it cannot be used for the purpose intended, we 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/or **disabled** – is total disability, partial disability, or residual disability, as applicable, and/or being totally disabled, partially disabled, or residually disabled, respectively.

disability anniversary date – is 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 us.

earned income – if you own any portion of a business or practice, earned income is:

- all income earned by you whether paid directly to you or to a business in which you are a partner, or to a corporation owned or controlled by you, or by you and your partners, or by you and one or more persons related to you or the corporation,
- less your 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,
- plus your salary, fees, commissions, bonuses, any contributions to a pension or profit sharing plan made on your behalf and any other income earned for services performed, less any expenses which are usual and customary expenses which you incur on a regular basis and which are deductible for income tax purposes,

For any other scenario, earned income is:

- your salary, fees, commissions and bonuses and any other income earned for services performed less any expenses which are usual and customary expenses which you incur 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 your 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:

- income from deferred compensation plans, disability policies, or retirement plans, or
- 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 the earned income.

eligible association – is, 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 – except as otherwise set out in an applicable rider, is the number of days of total or partial or residual disability, as selected in your application for insurance, approved by us, for which no monthly benefit is payable. The elimination period begins on the date we determined your total, partial, or residual disability started for the purposes of a current claim. This is known as the disability date.

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.

If you have coverage under the 70+ DI option, the 90 day elimination period must be satisfied by periods of total disability from the same cause accumulated within 6 months.

gainful occupation – is any occupation for which you are or may become reasonably qualified by education training or experience.

group policy – is Group Policy #140004 issued by us to the Ontario Medical Association, and any associated amendments made to it.

immediate family member – the spouse, children (natural, adopted or step-relations), parents, siblings, grandparents, grandchildren, or in-laws of an insured person.

index month – is 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.

international medical graduate – is an individual who meets the eligibility requirements for an international medical graduate as set out in Section 1 of this certificate.

injury – is sudden bodily harm caused by external means, independent of any sickness or disease.

insured member – a member, whose application for insurance has been accepted and is in force under the group policy.

loss of monthly earned income – is the difference between:

- your *average monthly earned income* or your adjusted average monthly earned income; and
- your *earned income* for the month.

maximum benefit period – is the maximum period of time during which benefits are payable to you.

medical evidence – is information about your overall health that you are required to provide when applying for insurance. At time of application, you are required to answer health related questions and where deemed appropriate by us, undergo health related tests, or provide additional medical information.

member – is a student, international medical graduate, resident, or physician who meets the eligibility requirements under the group policy.

monthly benefit – is the monthly disability income benefit amount you selected, stated on your most recently signed application on file with us, which was accepted by us and is shown on your *Certificate Schedule*.

non-smoker – is when you have not used any cigarettes, e-cigarettes, vapes, cigars, cigarillos, chewing tobacco, nicotine substitutes (such as gum or patches), shisha or hookah pipe, betel nuts, nicotine or tobacco in any other form in the past 24 months.

OMA – is the Ontario Medical Association.

parental leave of absence – is a temporary absence from medical studies or practice for a period of 2 years or less following the date of birth or placement for adoption of a child to you. You must provide us with proof of the date of birth of the child or the date of placement of the child with you for the purposes of adoption at the time of a claim.

PARNL – is the Professional Association of Residents of Newfoundland and Labrador.

PARO – is the Professional Association of Residents of Ontario.

partial disability or **partially disabled** – is when you, as a student, are not totally disabled, but due to sickness or injury, are under a treating physician's care, and are unable to perform:

- one or more of the essential duties of your regular occupation; or
- the important duties of your regular occupation for at least 50% of the time normally spent.

The requirement to be under a treating physician's care may be waived if written proof acceptable to us is provided that further treating physician's care would be of no benefit to you.

physician – is an individual who meets the eligibility requirements for a physician as set out in Section 1 of this certificate.

policy anniversary date – is September 1st of each year.

practice of medicine or **practicing medicine** – is when you are:

- practicing medicine as a general practitioner, emergency room physician, or a specialist for at least 25 hours per week, unless an exception has been granted by us; or
- employed in medical research, medical and health sciences education, administration in connection with the profession of medicine; or
- serving as a medical missionary.

regular occupation – is the occupation(s) in which you are regularly engaged immediately preceding the onset of total, or partial, or residual disability, whichever occurs first.

Exceptions:

- If you have coverage under the 70+ DI option, regular occupation is the occupation(s) in any field of medicine in which you are regularly engaged immediately preceding the onset of total disability.

- If you are a student, regular occupation is the full-time undergraduate medical school program in which you are engaged immediately preceding the onset of total or partial disability, whichever occurs first.
- If you 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 us as set out under the exceptions to the definition of average monthly earned income, regular occupation is the occupation(s) in which you were 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 us.

resident – is an individual who meets the eligibility requirements for a resident as set out in Section 1 of this certificate.

residual disability or **residually disabled** – except as otherwise set out in an applicable own occupation rider, is when you, not as a student or covered under the 70+ DI option, are not totally disabled, but due to sickness or injury, you are under a treating physician's care, have an earned income which is at least 20% less than your average monthly earned income or adjusted average monthly earned income; and you are either:

- able to perform one or more of the duties of your regular occupation; or
- engaged in another occupation.

The requirement to be under a treating physician's care may be waived if written proof acceptable to us is provided that further treating physician's care would be of no benefit to you.

residual monthly benefit – is the benefit which may be payable as the result of residual disability, calculated as follows:

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

Where:

- X is the monthly payment for residual disability
- A is the monthly benefit
- B is the loss of monthly earned income as a result of the residual disability
- 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:

- 50% of the monthly benefit; or
- the residual monthly benefit determined for each month.

sickness – is sickness or disease which causes a disability and first manifests itself on or after the start date of your coverage.

simplified medical underwriting – is an application process whereby you provide medical evidence by answering a shortened list of health-related questions without the need for supplementary medical information or medical tests.

student – is an individual who meets the eligibility requirements for a student as set out in Section 1 of this certificate.

total disability or **totally disabled** – except as otherwise set out in an applicable own occupation rider, is when you are unable to perform the essential duties of your *regular occupation* due to sickness or injury, are under a treating physician's care, and are not engaged in any other gainful occupation. The requirement to be under a treating physician's care may be waived if written proof acceptable to us is provided that further treating physician's care would be of no benefit to you.

treating physician – is a treating physician or surgeon who is licensed as such in Canada or the United States or any such other region as we may approve, and who is practicing within the scope of the physician's licensed authority. If the disability is as a result of or is contributed to by a mental disorder or substance abuse disorder, the treating physician must be a licensed psychiatrist or psychologist; and you must, at our discretion, participate in a therapeutic program, recognized as such by us, and be under continuous medical supervision by a licensed specialist in this field. *Mental disorder and/or substance abuse disorder* is 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, we will use the replacement chosen by the APA.

The treating physician may not be you or an immediate family member, or anyone who resides with you.

treating physician's care – is the regular and personal care of a treating 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.

you or your – means the insured member who is named on the *Certificate Schedule*.

we, our, or us – is The Manufacturers Life Insurance Company (Manulife).

Underwritten by The Manufacturers Life Insurance Company (Manulife)

Manulife, Manulife & Stylized M Design, and Stylized M Design are trademarks of The Manufacturers Life Insurance Company and are used by it, and by its affiliates under license. © 2023 The Manufacturers Life Insurance Company. All rights reserved P.O. Box 670 Station Waterloo, Waterloo, Ontario N2J 4B8, 1-888-596-8881 manulife.ca
Accessible formats and communication supports are available upon request. Visit manulife.ca/accessibility and [Manulife's privacy policy](#) for more information.