

# CRITICAL ILLNESS PROGRAM

For the Employees of: Students' Association of Bow Valley College

Policy Number: CI10372102

Underwritten by: ACE INA Life Insurance

Effective Date: September 1, 2014

This brochure has been prepared in connection with a group plan underwritten by ACE INA Life Insurance. For ease of reference it contains a brief description only and does not mention every provision of the contract issued. Please remember that rights and obligations are determined in accordance with the contract and not this brochure. For the exact provisions applicable, please consult your Employer.

# CRITICAL ILLNESS COVERAGE FOR YOUR SUCCESSFUL RECOVERY AND PEACE OF MIND

People are living longer lives due to healthier lifestyles and advances in medical science which results in a greater number of people surviving illnesses that were once fatal. While we are beating the odds, an alarming number of Canadians will suffer a critical illness in their lifetime. For example:

- 1 in 2 Canadians will contract some form of Heart Disease
- 1 in 3 Canadians will develop some form of life threatening Cancer
- 1 in 4 Canadians will suffer Kidney Failure
- 1 in 20 Canadians will run the risk of having a Stroke before age 70
- 1 in 500 is the incidence rate for Multiple Sclerosis

But, having survived a critical illness, many people are unable to swiftly return to work and are in need of special medical attention or other care. Until recently, coverage for such unexpected needs just wasn't available and while disability insurance provides income protection, it doesn't adequately provide financial assistance for such expenses as:

Convalescence

Home Care

Lifestyle ChangesHome Modification

- Pension Supplement
- Dependent Care

- Supplementary Income
- Medical Expenses (not covered by government or private health plans)

ACE INA Life Insurance Group Critical Illness program was developed to address these needs and therefore alleviate some of the stress and financial burden resulting from a critical illness.

# ELIGIBILITY

You will be eligible for coverage if you are an active member of the Policyholder, under age 65, who is enrolled in the Policyholder's Health Plan.

# INSURED CONDITIONS

- Alzheimer's Disease
- Deafness
- Aorta Surgery
- DismembermentHeart Attack
- Benign Brain TumourBlindness
- Heart Valve Replacement
- Loss of Speech
- Coma

Cancer

Surgery

- Major Organ Failure
- Coronary Artery Bypass
  Major Organ Transplant
- Motor Neuron Disease
- Multiple Sclerosis
- Occupational HIV Infection
- Paralysis
- Parkinson's Disease
- Severe Burns
- Stroke

#### ADDITIONAL BENEFITS

- Ductal Carcinoma in situ (DCIS) Benefit
- Early Stage Prostate Cancer (T1a or T1b) Treatment
- Hip or Knee Replacement Surgery (applicable to Mandatory Coverage Only)
- Loss of Independence Benefit
- Second Event Benefit

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#### BENEFITS

# Mandatory Coverage

You will be covered for a flat amount of \$5,000.

Benefit amounts are not subject to satisfactory evidence of insurability.

Coverage ceases upon the earlier of termination, retirement or the attainment of age 65.

#### PAYMENT TERMS

If, while coverage is in effect:

- a) but only after coverage has been in effect on the Insured Person for a period of 90 days, the Insured Person, is then diagnosed with DCIS or Cancer, or undergoes Early Stage Prostate Cancer (T1a or T1b) Treatment, whether included or excluded in the policy, or if any symptoms or medical problems manifest themselves which, or the persistence or recurrence of which, subsequently results in an investigation leading to the diagnosis of cancer, and the Insured Person survives for a period of 30 days thereafter, ACE INA Life Insurance will pay the applicable benefit; or
- b) the Insured Person, is then diagnosed with Alzheimer's Disease, Benign Brain Tumour, Blindness, Coma, Deafness, Dismemberment, Heart Attack, Loss of Independence, Loss of Speech, Major Organ Failure, Major Organ Transplant, Motor Neuron Disease, Multiple Sclerosis, Occupational HIV, Paralysis, Parkinson's Disease, Severe Burns or Stroke, and the Insured Person survives for a period of 30 days thereafter (180 days for Paralysis), ACE INA Life Insurance will pay the applicable benefit; or
- c) the Insured Person, undergoes Aorta Surgery, Coronary Artery Bypass Surgery, Heart Valve Replacement or Hip of Knee Replacement Surgery (applicable to Mandatory coverage only) and the Insured Person survives for a period of 30 days thereafter, ACE INA Life Insurance will pay the applicable benefit.

#### PARTIAL BENEFITS

# DUCTAL CARCINOMA IN SITU (DCIS) BENEFIT OR EARLY STAGE PROSTATE CANCER (T1a or T1b) TREATMENT

Subject to the terms, conditions and other provisions of the policy, ACE INA Life Insurance will pay the Insured Person 20% of the principal sum up to a maximum of \$20,000 if, while insured, the Insured Person is diagnosed with DCIS or undergoes Early Stage Prostate Cancer (T1a or T1b) Treatment and survive 30 days thereafter.

This benefit is payable only once. Payment of this benefit reduces the principal sum the Insured Person selected on the Critical Illness enrolment form. Payment of this benefit will represent full and final discharge of all claims under this benefit.

#### LOSS OF INDEPENDENCE BENEFIT

Subject to the terms, conditions and other provisions of the policy, ACE INA Life Insurance will pay the Insured Person 25% of the principal sum if, while insured, the Insured Person is diagnosed with Loss of Independence.

The Loss of Independence Benefit is payable only once, without interest. Payment of the Loss of Independence Benefit reduces the principal sum the Insured Person selected on the Group Critical Illness enrollment form. Payment of the Loss of Independence Benefit will represent full and final discharge of all claims under the Loss of Independence Benefit.

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**HIP OR KNEE REPLACEMENT SURGERY BENEFIT** (applicable to Mandatory Coverage only)

Subject to the terms, conditions and other provisions of the policy, ACE INA Life Insurance will pay the Insured Person 10% of the principal sum up to a maximum of \$10,000 if, while insured, the Insured Person undergoes surgery to replace either the hip or the entire knee as defined below (see Definitions).

The Hip or Knee Replacement Surgery Benefit is payable only once, without interest. Payment of the Hip or Knee Replacement Surgery Benefit reduces the principal sum the Insured Person selected on the Group Critical Illness enrollment form. Payment of the Hip or Knee Replacement Surgery Benefit will represent full and final discharge of all claims under the Hip or Knee Replacement Surgery Benefit.

The Hip or Knee Replacement Surgery Benefit is not payable if the principal sum has already been paid as a result of the Insured Person suffering or undergoing one of the insured conditions.

SECOND EVENT BENEFIT (applicable to Insured Employee only)

If an Insured Person is diagnosed with either of the following:

Category of Conditions

a) Cancer, or

b) Cardiovascular Condition (defined as Heart Attack, Stroke, Coronary Artery Bypass, undergoes Aorta Surgery or Heart Valve Replacement)

for which the Principal Sum has been paid and the Insured Person is thereafter considered (by the treating Physician) fully recovered and has returned to work for a period of at least 90 days and is then diagnosed with another Insured Condition, the Second Event Benefit payable will be equal to the Principal Sum (less any partial payment benefit paid after the first principal sum was fully paid). The Second Event Benefit is subject to the Insured Person surviving 30 days after the diagnosis of such Insured Condition.

In order to be considered an eligible second event condition, the first and second event cannot fall into the same Category of Conditions.

The Second Event Benefit is payable only once. Payment of the Second Event Benefit will represent full and final discharge of all claims under the Second Event Benefit. Following Payment of the Second Event Benefit, coverage under this policy will terminate.

Partial Benefits are not considered an event and therefore are not included in the above definition of Second Event. Any benefit payment made will reduce the amount payable under either a First or Second Event.

# DEFINITIONS

Alzheimer's Disease: means the diagnosis that the Insured Person has Alzheimer's Disease, which is a progressive degenerative disease of the brain. The diagnosis must be supported by medical evidence that the Insured Person exhibits the loss of intellectual capacity resulting in impairment of their memory and judgment, which results in a significant reduction in their mental and social functioning, such that they require permanent daily personal supervision for the activities of daily living. All other dementing organic brain disorders and psychiatric illnesses are excluded from this insured condition definition. A physician who is certified as either a neurologist or a psychiatrist must confirm diagnosis in writing.

**Aorta Surgery**: means surgery to the aorta that is medically required to treat disease of the aorta and that involves the excision and surgical replacement of the diseased aorta with a graft. The Aortic Surgery must be performed on the prior written advice of a physician certified as a cardiovascular surgeon.

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Aorta includes the thoracic and abdominal aorta but does not include any of the branches of the aorta.

**Benign Brain Tumour**: means a benign neoplasm in the brain or meninges with histologic confirmation. Cysts granulomas, malformations of intracranial arteries or veins, and tumours or lesions of the pituitary are specifically excluded. The diagnosis must be confirmed neuro-radiologically by a specialist trained in the interpretation of radiological investigations.

**Blindness**: means the total and irrecoverable loss of sight in both eyes due to injury or sickness. Corrected visual acuity must be 20/200 or less in both eyes and the field of vision must be less than 20 degrees in both eyes. A physician certified in ophthalmology, must clinically confirm the diagnosis in writing.

**Cancer**: means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. This includes Leukemia, Hodgkin's Disease and invasive melanoma but does not include:

- Carcinoma in situ
- Kaposi's Sarcoma (or other AIDS related cancers) and cancer in the presence of human immunodeficiency virus (HIV).
- Skin cancer or melanoma that is not invasive and has not exceeded .75 millimeters in depth.
- Prostate cancer diagnosed as T1 N0M0 or equivalent staging.
- A recurrence or metastasis of a cancer which was originally diagnosed prior to the effective date of coverage.

A physician certified as an oncologist must confirm diagnosis in writing.

**Coma**: means you have been in a state of unconsciousness for a continuous period of at least 96 hours, during which external stimulation produced no more than primitive avoidance reflexes. A physician who is certified as a neurologist must confirm diagnosis in writing.

**Coronary Artery Bypass Surgery**: means surgery performed by a physician who is certified as a cardiovascular surgeon to correct narrowing or blockage of one or more coronary arteries with bypass grafts. Non-surgical techniques such as balloon angioplasty, laser relief of an obstruction, or other intra-arterial techniques will not be considered to be a covered Critical Illness.

**Deafness:** means the diagnosis of permanent loss of hearing in both of your ears, with an auditory threshold of more than 90 decibels in each ear. A physician, who is certified as an otolaryngologist must confirm diagnosis in writing.

**Dismemberment**: means a definite diagnosis of the complete severance of two or more limbs at or above the wrist or ankle joint as the result of an accident or medically required amputation. The diagnosis of Loss of Limbs must be made by a Specialist.

**Ductal Carcinoma in situ (DCIS)**: means the diagnosis by a licensed physician, of the presence of ductal carcinoma in situ of the breast, as confirmed by a biopsy. A physician certified as an oncologist must confirm the diagnosis in writing.

**Early Stage Prostate Cancer (T1a or T1b) Treatment**: means the diagnosis must be made by a specialist. No benefit will be payable unless the specialist has recommended one of the following treatments:

- Prostate Surgery
- Radiation Therapy
- Chemotherapy
- Hormone Therapy

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

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

The diagnosis of Heart Attack must be made by a Specialist.

*Exclusions:* No benefit will be payable under this condition for:

a) elevated biochemical cardiac markers with a:

(i) Troponin Level of less than 1

(ii) CK-Mb Level of less than 4, or

b) ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above.

**Heart Valve Replacement**: means undergoing surgery to replace any heart valve with either a natural or mechanical valve. The surgery must be determined to be medically necessary by a Specialist.

Exclusion: No benefit will be payable under this condition for heart valve repair.

**Hip or Knee Replacement Surgery** (applicable to Mandatory Coverage only): means the insured person has undergone surgery to replace either the hip or the entire knee through the procedures defined below:

- Hip replacement qualifies if the femoral stem is replaced. This procedure is performed in both total arthroplasty and hemiarthroplasty (both monopolar and biopolar)
- Knee replacement qualifies if all three compartments of the knee (medial, lateral and patellofemoral compartments) are replaced. This procedure is also known as total knee replacement.

The surgery must be performed by a Specialist

**Loss of Speech**: means the definite diagnosis of the total and irreversible loss of the ability to speak as the result of physical injury or disease, for a period of at least 180 days. The diagnosis of Loss of Speech must be made by a Specialist.

Loss of Independence: means the definitive diagnosis by a licensed physician of either:

- Being totally and permanently unable to perform, by oneself, at least 2 of the 6 activities of daily living or,
- Cognitive impairment.

A mental or nervous disorder without a demonstrable organic cause is not covered. Loss of Independence must persist for at least 90 days from the date of the diagnosis.

**Major Organ Failure**: means the irreversible failure of the entire heart, entire liver, entire pancreas (pancreatic islet cell transplants are excluded) both lungs, both kidneys or bone marrow, in which the affected organ is unresponsive to any treatment and for which the Insured Person medically required to become enrolled in a recognized Canadian transplant program to become the recipient of a heart, a liver, a pancreas, a lung, or a kidney or to receive a bone marrow transplant.

**Major Organ Transplant**: means a definite diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Insured Person must undergo a

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transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities. The diagnosis of the major organ failure must be made by a Specialist.

Motor Neuron Disease: means a definite diagnosis of one of the following:

- Amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease)
- Primary lateral sclerosis
- Progressive spinal muscular atrophy
- Progressive bulbar palsy
- Pseudo bulbar palsy

The diagnosis of Motor Neuron Disease must be made by a Specialist.

**Multiple Sclerosis**: means the unequivocal written diagnosis by a physician who is certified as a neurologist confirming at least one of the following:

- two or more separate clinical attacks, confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination; or
- well-defined neurological abnormalities lasting more than 6 months, confirmed by MRI imaging of the nervous system, showing multiple lesions of demyelination; or
- a single attack, confirmed by repeated MRI imaging of the nervous system, which shows multiple lesions of demyelination which have developed at intervals at least one month apart.

**Occupational HIV Infection**: means a definite diagnosis of infection with Human Immunodeficiency Virus (HIV) resulting from accidental injury during the course of the Insured Person's normal occupation, which exposed the person to HIV contaminated body fluids. The accidental injury leading to the infection must have occurred after the later of the effective date of the policy, the effective date of last reinstatement of the policy, or the Insured Person's effective date of coverage.

Payment under this condition requires satisfaction of all of the following:

- a) The accidental injury must be reported to the insurer within 14 days of the accidental injury;
- b) A serum HIV test must be taken within 14 days of the accidental injury and the result must be negative;
- c) A serum HIV test must be taken between 90 days and 180 days after the accidental injury and the result must be positive;
- d) All HIV tests must be performed by a duly licensed laboratory in Canada or the United States of America;
- e) The accidental injury must be reported, investigated and documented in accordance with current Canadian or United States of America workplace guidelines.

The diagnosis of Occupational HIV Infection must be made by a Specialist.

*Exclusion:* No benefit will be payable under this condition if:

- The Insured Person has elected not to take any available licensed vaccine offering protection against HIV; or,
- A licensed cure for HIV infection is available prior to the accidental injury; or,
- HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission and intravenous (IV) drug use.

**Paralysis**: means the total and irrecoverable loss of function of two (2) or more limbs through neurological damage due to injury or sickness, provided such loss of function continually lasts for 180 consecutive days and such loss of function is thereafter determined on evidence satisfactory to ACE INA Life Insurance to be permanent. A physician certified as a neurologist must confirm diagnosis in writing.

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**Parkinson's Disease**: means unequivocal diagnosis of primary idiopathic Parkinson's Disease resulting in the inability to perform 3 of the 6 activities of daily living without assistance. Diagnosis should show signs of progressive impairment and must be confirmed in writing by a physician who is certified as a neurologist.

**Severe Burns**: means the Insured Person has third degree burns covering at least 20% of the surface area of their body. A physician who is certified as a plastic surgeon must confirm diagnosis of this condition in writing.

**Stroke**: means that the Insured Person has suffered a cerebrovascular incident, excluding transient ischemic attack (TIA), producing infarction of brain tissue due to thrombosis, hemorrhage from an intracranial vessel or embolization caused by an extracranial source. There must be evidence of permanent neurological deficit persisting for 30 consecutive days, supported by evidence that the deficit is resulting from the stroke, confirmed in writing by a physician who is certified as a neurologist.

#### CONTINUANCE OF COVERAGE

If you are (1) laid-off on a temporary basis, (2) temporarily absent from work due to short-term disability, (3) on leave of absence, or (4) on maternity leave, coverage shall be extended for a period of 12 months following the beginning of any such event subject to continued payment of premium.

#### CONVERSION

On the date of termination of employment or during the 31 day period following termination of employment, you may convert your insurance to an individual insurance policy of ACE INA Life Insurance. The individual policy will be effective either as of the date that ACE INA Life Insurance receives the application or on the date that coverage under the group policy ceases, whichever occurs later. The premium will be the same as a person would ordinarily pay when applying for an individual policy at that time. Application for an individual policy may be made at any office of ACE INA Life Insurance. The amount of insurance benefit converted to shall not exceed that amount issued during employment up to an all policies combined maximum of \$25,000.

# LIMITATIONS & EXCLUSIONS

The plan does not provide benefits for any of the specified coverages caused directly or indirectly by or resulting from intentionally self-inflicted injury, suicide or any attempt thereat, while sane or insane; declared or undeclared war or any act thereof; injury or sickness, other than one of the specified coverages, even though such injury or sickness may have been complicated by one of the specified coverages; a complication of Human Immunodeficiency Virus (HIV) infection or any variance thereof including AIDS and AIDS Related Complex; the use, existence or escape of nuclear weapons, material or ionizing radiation from or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel; the commission or attempted commission by the Insured Person of any act which if adjudicated by a court would be an illegal act under the laws of the jurisdiction where the act was committed; misuse of medication or the abuse of drugs or intoxicants.

# HOW TO CLAIM

In the event of a claim, claim forms can be obtained from the Plan Administrator.

Notice of claim must be given to ACE INA Life Insurance within 30 days from the date of the accident, the beginning of the disability or after the survival period, and subsequent proof of claim must be submitted to ACE INA Life Insurance within 90 days from the date of the accident or after survival period.

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Failure to give notice of claim or furnish proof of claim within the time prescribed in the policy condition will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. In no event, will ACE INA Life Insurance accept notice of claim beyond one (1) year.

# GENERAL PROVISIONS

#### Beneficiary

An employee or any spouse has the right to name a beneficiary when he applies for insurance.

It is understood that the beneficiary designation made under the Policyholder's Group Life Insurance Policy shall be recognized as the beneficiary under the policy, unless a further designation has been made that specifically identifies the policy. Failing such designation, all benefits will be paid to the estate of the insured person.

All other indemnities of the policy will be payable to the insured person.

An insured person can change his beneficiary at any time, where permitted by law. The Company assumes no responsibility for the validity of such designation or change of beneficiary.

The beneficiary designation made by the insured person (if any) under the replaced policy has been retained. The insured person should review the existing designation to ensure it reflects his/her current intention.

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

# Legal Actions

No action at law or in equity shall be brought to recover on the policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with requirements of the policy. For residents of Alberta and British Columbia: Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act. For residents of Manitoba: Every action or proceeding against an insurer for the recovery of insurance against an insurer for the recovery of insurance against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in The Insurance Act. For residents of Ontario: Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in The Insurance Act. For residents of Ontario: Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Limitations Act, 2002. Otherwise, every action must be brought within one year from the date of loss or such longer period as may be required under the law applicable in the insured person's province of residence.

# Change of Insurer

An insured person under a former policy may not be excluded from the new policy or be denied benefits solely because of a pre-existing condition limitation that was not applicable or that did not exist in the former policy, or because the person is not at work on the date of coming into force of the new policy.

The insured person and any claimant under the policy has the right, as determined by law applicable in the insured person's province of residence, to obtain a copy of his/her application, any written evidence of insurability (as applicable) and the Policy, on request, subject to certain access limitations.

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