



Certificate of Insurance

Professional Overhead Expense

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 #20647, 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

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Sample

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 11 "**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

Monthly benefit amount and elimination period

Only you are eligible to be covered for this Professional Overhead Expense plan. There are two maximum monthly benefit amount limits available, except as otherwise outlined in Section 8. The details of each are outlined below.

Insured person	Monthly benefit amount limits and elimination periods
You	Monthly benefit amount you selected, in increments of \$100, with a minimum of \$500 and a maximum of: <ul style="list-style-type: none">\$6,500 with a 14-day elimination period\$30,000 with a 30, 60, or 90 day elimination period

Both of these maximum monthly benefit amount limits are combined maximums for all the OMA Professional Overhead Expense plans (this group policy 20647 and group policy 20638).

Eligibility with medical evidence

To be eligible for this coverage, at the time of your initial application, you must have office expenses in a covered province and be:

- a duly qualified member in good standing with an eligible association;
- between ages 18 to 64, inclusive;
- in Canada, actively:
 - practicing medicine as a general practitioner or a specialist for at least 30 hours per week, unless we have granted an exception, or
 - employed in medical research, medical and health sciences education, administration in connection with the profession of medicine, or

- undergoing a period of training as a resident, or post-graduate student, or medical fellow, or
- serving as a medical missionary, and
- 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.

Eligibility without medical evidence

You are eligible to apply for a maximum of \$1,000 of monthly benefit with a 30-day elimination period, without medical evidence, if you meet the above eligibility requirements, except for age, and you:

- are age 35 or under; and
- made an application for this coverage during the 12-month period immediately following the beginning of your medical practice.

Start date of 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 a medical exam, 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 a medical exam, 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 the 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.

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 7. 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, if applicable; 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.

Once your reinstatement request is approved by us, your certificate will be reinstated as of the start of the grace period.

2 What is covered

We provide insurance for your share of fixed monthly business expenses including employee salaries, rent, utilities, mortgage interest, office equipment depreciation, professional dues, and other costs while your coverage is in force and subject to the terms of this certificate. This coverage will pay a monthly benefit to help cover such expenses when you become disabled, provided your coverage is in force and subject to the maximum amount of insurance limit. The details of your coverage are outlined below.

Covered monthly overhead expenses

Covered monthly overhead expenses mean the fixed monthly expenses that are usual and necessary which you incurred in the operation of your practice of medicine, or in the case of a partnership or joint use, your portion of such expenses. They include, but are not limited to, such expenses as:

- interest charged on your student loans;
- rent of or mortgage interest on business premises;
- property taxes on business premises and business taxes;
- heat, water and electricity;
- telephone and postage;
- accounting services;
- salaries of employees that are not members of your profession;
- depreciation on office equipment and on the portion of the maximum capital cost allowance (CCA) of an automobile that relates to business use;
- interest charged on loans made by you for the purchase of office equipment and the proportion of the loan that relates to the business use of an automobile;
- professional association membership dues;
- premiums for business insurance;
- premiums for the provincial hospital and/or medical insurance coverage of your employees and/or for group insurance coverage of your employees;
- business laundry; and
- lease payments for equipment (including the business use of an automobile).

Expenses not covered

The following expenses are **not** considered covered monthly overhead expenses:

- your salary;
- payments on your mortgage principal;
- salaries and other remuneration paid to and benefits paid for members of your profession;
- salaries and other remuneration paid to and benefits paid for any person or persons hired to perform your duties while you are disabled;
- salaries paid to family members other than to the extent that such salaries were paid prior to the disability;
- meals, entertainment, promotional, convention and other similar expenses normally incurred while you are actively practicing, but which would not be incurred when you are absent from practice due to disability, unless incurred during a period of residual disability;
- travelling expenses, except the business portion of such fixed automobile expenses that continue to be incurred while you are absent from work are not excluded, unless incurred during a period of residual disability;
- the cost of goods, wares or merchandise of any nature, including medical supplies, unless incurred during a period of residual disability;
- the cost of implements used by you in the practice of your profession, unless incurred during a period of residual disability; and
- any other expenses which would not normally be incurred when you are absent from work, unless incurred during a period of residual disability.

Total disability

If you become totally disabled and are eligible for benefits under this certificate, for the first 6 monthly payments, we will pay you an amount equal to the monthly benefit amount without proof of covered monthly overhead expenses actually incurred, provided the elimination period has been satisfied. After the first 6 monthly payments, your payable benefit will be the lesser of the monthly benefit amount, and your average covered monthly overhead expenses that you actually incurred for the 6 months preceding your total disability. In order to be eligible for any total disability benefit, you must provide satisfactory evidence to us that you have become totally disabled.

Residual disability

If you become residually disabled and are eligible for benefits under this certificate, for the first 6 monthly payments, we will pay you an amount equal to 50% of the monthly benefit amount without proof of covered monthly overhead expenses actually incurred, provided the elimination period has been satisfied. If you provide proof of covered monthly overhead expenses actually incurred, we will pay you an amount the greater of 50% of the monthly benefit amount or the amount based on the residual monthly benefit calculation below. After the first 6 monthly payments, your payable benefit will be calculated as follows:

$X = A$ 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.

Maximum benefit period

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

The maximum benefit period is:

- 36 months from the completion of the elimination period, if you become disabled before age 70; and
- 12 months from the completion of the elimination period, if you become disabled on or after age 70.

Maximum aggregate benefit

The total benefit paid per claim, including the survivor benefit, will never exceed the maximum total benefit of this insurance, which is 12 times the monthly benefit.

3 Additional benefits

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 the guaranteed insurability benefit rider, or make any changes to the insurance that subsequently increase the premium amount.

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.

Survivor benefit

If you die during a period of disability for which the elimination period has been completed and monthly benefits or residual monthly 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. The payment of this survivor benefit together with the sum of all monthly benefit and residual monthly benefit payments will never exceed the maximum aggregate benefit.

Recurrent disability

Where there are subsequent periods of 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 or 90 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 will be 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 within a period of 6 months for coverages with an elimination period of 30, 60, or 90 days.

If you suffer a recurrent disability before the expiration of 6 months from the date of termination of the previous period of 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 disability, such recurrent disability will be deemed a new disability for the purpose of the elimination period and the maximum benefit period.

Presumed total disability

If, as a result of sickness or injury, 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 work or require 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 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, your disability will be considered to be caused by sickness, and the monthly benefit or residual monthly benefit will be paid, provided that:

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

HIV positive or Hepatitis B/C positive

You may be 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 the bullet points above, you suffer a loss of at least 20% of your average 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.

If these circumstances apply, we will pay a monthly benefit 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 Hepatitis B/C Positive Benefit

The monthly HIV positive Hepatitis B/C positive benefit will continue to the earliest of the following:

- the date as of which you are determined to have recovered from the infectious state;
- the date you no longer suffer a loss of average monthly earned income of at least 20%;
- the date the maximum benefit period has been reached;
- the date at which the HIV positive Hepatitis B/C positive benefit paid is equal to the maximum aggregate benefit;
- the date you become entitled to benefits under the definition of total disability in accordance with the terms and conditions of this certificate;
- 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 will be paid only once while you are insured under this certificate.

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.

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; and/or
- applying for reinstatement of your license to practice medicine, if applicable.

When benefits are payable

We will pay the eligible monthly benefit or residual monthly 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 are not payable

We will **not** pay benefits for:

- expenses incurred prior to the completion of the elimination period;
- any period of disability that exceeds the maximum benefit period;
- expenses that exceed the maximum aggregate benefit in any period of disability;
- any period you are not disabled;
- any period we deem you have failed to furnish satisfactory evidence of continuance of disability, or have failed to submit to medical examinations required by us, or have failed to submit evidence, required by us, of your expense loss;
- any period you are no longer receiving regular and personal medical supervision and treatment considered appropriate by us; or
- any period you refuse to meet with our representative at a mutually arranged time as may be requested from time to time.

Integration of benefits

If you become eligible for benefits under this certificate, for the first 6 monthly payments, we will pay you an amount equal to the monthly benefit.

If you have other coverage providing benefits for the same loss on an expense incurred basis, after the first 6 monthly payments, this coverage is liable for a proportion of the loss. We determine that proportion as follows:

- the amount that would have been payable under this coverage if no other coverage existed divided by
- the sum of the amounts that would have been payable under this coverage and all other valid coverages, each determined as if no other coverage existed.

5 Continuation of coverage

If, on the date your coverage under the group policy terminates for any reason, you are disabled and either eligible to receive benefits or fulfilling a required elimination period, we will pay you the same benefit for any loss incurred after such termination date and while you remain 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 termination 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.

6 What is not covered

We will not pay 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; or
- **Pregnancy** – a normal pregnancy and/or childbirth.

7 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 or continuation of coverage in Section 5;
- the date any premium due has not been paid, subject to the grace period;
- the last day prior to the group policy anniversary date that is on or immediately following your 80th birthday;
- the date the maximum benefits have been paid, if such date is on or beyond your 65th birthday;
- if on your 70th birthday you have an active total disability claim, the date you are no longer eligible to receive monthly benefits under that claim;
- the last day prior to the group policy anniversary date coinciding with or immediately following the date you cease to be a member of an eligible association;
- 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 first of the month on or immediately following the date we receive written notice from you requesting the insurance be terminated; or
- the date of your death.

If applicable, you will be refunded any unused premium paid when the coverage ends.

8 Essentials offer

Except as outlined in this section, any professional overhead expense coverage obtained under the Essentials offer, is subject to the same features, provisions, definitions, limitations, and conditions as those under this certificate.

Under the Essentials offer, you may have the option to purchase up to \$5,000 of additional coverage without evidence of insurability if applied for within 120 days of the date you completed a residency program.

Monthly benefit amount and elimination period

The monthly benefit amount of insurance you selected is in increments of \$100, with a minimum of \$500 and a maximum of \$5,000. The only elimination period available is 30 days.

Eligibility

To be eligible, at the time of your Essentials offer application, you must be:

- a duly qualified member in good standing with OMA or an eligible association;
- between age 18 to age 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;

and you must have:

- submitted the application for the Essentials offer within 120 days of the date you successfully completed residency training and are covered under the OMA Group Disability Insurance and/or PARO, Maritime Residents Doctors or PARNL Disability plan, or any Canadian or United States medical resident association disability plan, or an individual disability policy; and
- not previously obtained any professional overhead expense insurance coverage through the Essentials offer.

You will not be able to apply for coverage under the Essentials offer if you missed the 120-day window. If you wish to apply for coverage after that window, you must apply for each individual product with medical evidence. If you enroll in a second, consecutive residency program after you miss the 120-day window, you may apply for coverage under the Essentials offer when you complete the second residency program, provided you meet all the eligibility requirements above. You will not be eligible to apply if you began practicing as a physician after completion of your first residency.

When will coverage under Essentials begin

If your Essentials offer application is received before the completion of a residency program, coverage under the Essentials offer will start on the date you no longer qualify for insurance coverage under PARO's, Maritime Resident Doctors' or PARNL's group Long Term Disability plan, subject to payment of the required premium. If your Essentials offer application is received within 120 days after the completion of a residency program, coverage under the Essentials offer will start on the date we receive the completed application.

9 Guaranteed Insurability Benefit (GIB) rider

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

Except as outlined in this section, this rider is subject to the same features, provisions, definitions, limitations, and conditions as those under this certificate. Premiums for this rider are payable under the same conditions as the premium for the professional overhead expense 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 this rider.

Words and phrases used in this section

The following meanings apply only to this GIB 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 – is the 60-day period immediately following successful completion of a period of training as a resident, post graduate student, or medical fellow. An additional option period may only occur once during the period your certificate is in force.

Eligibility

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

Terms

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

- you must reside in Canada, excluding Quebec, in order to apply for this rider or to exercise any option;
- written application must be received by us before the expiry of the option period;
- during any option period, you may purchase an option amount, provided you have sufficient covered monthly overhead expenses 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. If you are age 45 or under on September 1st immediately preceding the option period, you may purchase an option amount of up to \$1,500, in multiples of \$100. If you are between the ages of 46 to 60, inclusive, on September 1st immediately preceding the option period, you may purchase an option amount of up to \$1,000 in multiples of \$100;
- 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;
- you must be age 60 or less on September 1st immediately before the option period;
- 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 issued to you 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 one 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, we will waive premiums for the additional coverage issued from this additional coverage's start date. Waiver of any premiums for the additional coverage will otherwise be subject to the waiver of premium provision of Section 3.

Option during leave of absence or parental leave

If an option period occurs during any leave of absence or parental leave, you may exercise one 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 the monthly benefit amount limits outlined in Section 1 and financial underwriting guidelines then in effect. The sum of your monthly benefits amounts and all similar insurance coverage in force from any source may not exceed these limits.

When this 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 7;
- the date any premium due has not been paid, subject to the grace period;
- September 1st following your 60th birthday; or
- the date we receive your written request to cancel this rider.

10 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 your age 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.

11 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.

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

average monthly earned income – except for under the Essentials offer, is 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.

Exceptions:

- If you return to undergo a period of post graduate training for a period of 5 years or less 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 your return to a period of post graduate training which lasts 5 years or less 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 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 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 your parental leave of absence.
- For a period of 12 months following your parental leave of absence, 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 parental leave of absence or, if greater, the average monthly *earned income* during the 12 month period immediately preceding the onset of disability.

The following meaning applies only to coverage under the Essentials offer outlined in Section 8:

average monthly earned income – is 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, except for the 24-month period from the start date of coverage under the Essentials offer during which, the *average monthly earned income* will be the greater of:

- the amount of monthly benefit issued without financial evidence; or
- the average monthly *earned income* during the 12-month period immediately preceding the onset of disability.

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

covered province – is the province of Ontario, New Brunswick, Prince Edward Island, Newfoundland and Labrador, or Nova Scotia.

disability or **disabled** – is total disability or residual disability, as applicable, and/or being totally disabled or residually disabled, respectively.

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. *Loss of monthly earned income* is the difference between the *average monthly earned income* and the *earned income* for the month.

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 – is the number of days of 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 determine your disability started for the purposes of a current claim. This is known as the disability date.

The 14-day elimination period must be satisfied by 14 consecutive days of disability.

The 30, 60, or 90 day elimination period must be satisfied by periods of disability from the same cause accumulated within 6 months.

group policy – is Group Policy #20647 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.

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

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

maximum aggregate benefit – is the total benefit paid per claim, including the survivor benefit, that will never exceed the maximum total benefit of this insurance, which is 12 times the monthly benefit.

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

member – is a person who meets the eligibility requirements under the group policy.

monthly benefit – is the monthly benefit amount you selected, stated on your most recently signed application on file with us, which was accepted by us.

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 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.

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 or a specialist for at least 30 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;
- undergoing a period of training as a resident, or post-graduate student, or medical fellow, or
- serving as a medical missionary.

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

Exception:

If you are returning for a period of post graduate medical training, serving as medical missionary, or participating in a parental leave of absence as outlined 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 the period of post graduate medical training, medical missionary vocation or parental leave of absence.

residual disability or **residually disabled** – is when you are not totally disabled, but due to sickness or injury: you are under the treating physician's care; suffer a loss of average monthly earned income of at least 20%; 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 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 amount we may pay you after the elimination period has been satisfied and pursuant to the residual benefit provisions as outlined in Section 2.

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

Exception:

For the amount(s) of insurance coverage you obtain without evidence of insurability under this certificate, **sickness** is sickness or disease which causes a disability after the start date of your coverage.

total disability or totally disabled – 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. Your *regular occupation* is the occupation(s) you regularly engaged in immediately before the start of total disability.

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 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)

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