

CREDIT INSURANCE PROTECTION GUIDE



Unity Life of Canada
A Fidelity Company

**CREDIT INSURANCE
PROTECTION GUIDE**

**GENERAL LEASING
GROUP CREDITOR INSURANCE**

**GROUP POLICY NUMBER
EGS000001**

Rev. 1 (08/11)

CREDIT INSURANCE PROTECTION GUIDE

Name of Insurance Product:

**General Leasing Program
Group Creditor Insurance**

Type of Insurance Product:

**Life Insurance;
Critical Illness Insurance;
Total Disability Insurance;
Life Plus Accidental Disability**

Name and Address of the Insurer:

UNITY LIFE OF CANADA
100 Milverton Drive, Suite 400
Mississauga, Ontario L5R 4H1

Name and Address of the Administrator:

BINGHAM GROUP SERVICES CORP.
c/o P.O. Box 15, 991 Hornby Street
Vancouver, B.C. V6Z 1V3

Customer Service: **Telephone: 1-888-799-2472**

Fax: 1-888-799-2473

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INTRODUCTION

In this guide the terms "**you**" and "**your**" refer to the insured borrower.

Words in this guide that are underlined are defined in the **Definitions** section.

This distribution guide will provide you with important information about the coverage provided under Unity Life's Group Creditor Insurance Program.

This plan allows you to apply for one or more of the following coverages:

- Life insurance;
- Critical illness insurance;
- Total disability insurance;
- Life plus accidental disability insurance.

This guide will help you evaluate if these insurance programs meet your needs.

**DESCRIPTION OF THE PRODUCT OFFERED
NATURE OF THE COVERAGE**

What types and amounts of insurance may I apply for?

	Issue Age	Max. Benefit	Maximum Term of Coverage
Decreasing Term Life	Age 18-64	\$600,000.00	84 months
Level Term Life	Age 18-64	\$600,000.00	84 months
<u>Critical Illness</u>	Age 18-58	\$400,000.00	84 months
A & H Disability Monthly Indemnity	Age 18-58	\$5,000.00	84 months
Life Plus <u>Accident</u> Only Disability	Age 18-58	\$5,000.00 (max 6 months)	84 months

	Issue Age	Maximum Benefit	Maximum Term of Coverage
Decreasing Term Life	Age 65-69	\$600,000.00	To age 70
Level Term Life	Age 65-69	\$600,000.00	To age 70
<u>Critical Illness</u>	Age 65-69	\$400,000.00	To age 65
A & H Disability Monthly Indemnity	Age 65-69	\$5,000.00	To age 65
Life Plus <u>Accident</u> Only Disability	Age 65-69	\$5,000.00 (max 6 months)	To age 65

SUMMARY OF THE SPECIFIC CONDITIONS

Who may apply for this insurance?

You may apply for this coverage when applying for your loan or when entering into the lease contract. You must be a Canadian resident and be able to perform the usual duties of your occupation.

The insurance may cover the borrower or the co-borrower of a loan or lease. Joint insurance is also available to cover the borrower and the co-borrower. In this guide, you and your refer to the borrower and the co-borrower, provided that you have purchased joint insurance.

To apply for insurance, you must meet all of the following conditions:

- Be a natural person and not a corporation
- Be personally responsible for the repayment of the loan or lease
- Your name must appear as the borrower, the co-signer or guarantor of the loan or lease.

To apply for the disability insurance you must **also** meet each of the following conditions:

- You must be:
 - o Gainfully employed and actively working at least 30 hours per week for the past consecutive 30 days; OR
 - o Gainfully employed as a Seasonal Employee and have been so employed for 13 consecutive weeks during the 12 month period immediately preceding the Effective Date of Insurance

How do I apply for this coverage?

The distributor will be happy to complete the application for insurance when arranging the financing agreement for your loan or your lease. You and the co-borrower, if applicable, must sign the application for insurance.

You must carefully read the application for insurance and ensure that all information is true and accurate. Please make sure that the application for insurance is properly completed before you sign it.

Coverage is not in effect if one of the following conditions exists:

- The application for insurance indicates that the amount of premiums is 0.
- No premium amount is indicated for this coverage.

For Single Premium insurance, you may not apply for insurance after the loan or the lease has been approved.

Do I have to answer any medical questions?

Yes, there are medical questions to answer when completing the application for insurance. The questions apply to loan amounts exceeding \$200,000.

When does my insurance begin?

Your coverage, for each of the insurance products applied for, begins on the date shown on your application for insurance if no underwriting is required.

How do I know if my application for insurance was accepted?

Your certificate of insurance is your confirmation.

Your application for insurance is accepted on the date you sign the application for insurance, provided no underwriting is required and provided that all of the following conditions are met:

- You are still eligible for coverage;
- Your application for insurance was completed correctly and signed; and
- The required premium has been paid.

How is my premium calculated and when do I have to pay it?

Your distributor can provide you with a list of premiums based on a combination of insurance coverages. Your premium is payable in a single payment that will be added to the amount of your loan or lease or in monthly payments.

The premium amount (the cost of insurance) is indicated on your application for insurance.

The premium amount is calculated using the following factors:

- **The type(s) of insurance you applied for in the application for insurance**
- **The insured amount**
- **The repayment term of your loan or lease**
- **Whether it is joint or single coverage**
- **The waiting period selected**
- **The maximum number of monthly payments**
- **Whether the residual value is insured or not.**

The Quebec/Ontario provincial sales tax is indicated separately from the premiums on the application for insurance.

Is there a waiting period in the event of a claim?

There is a waiting period of 30 days for total disability claims. Benefits begin on the date that you become totally disabled and continue until total disability ends for retroactive coverage and begins on the day following the waiting period for elimination coverage.

There is no waiting period in the event of a recurrent total disability, as described in the **Definitions** Section.

May I designate a beneficiary?

You may not designate a beneficiary. All benefits are paid directly to your creditor or financial institution for repayment of your loan or lease.

May I transfer my coverage to another loan?

Coverage is transferable to another loan, lease or revised financing agreement, subject to the insurer's written approval.

When does my coverage end?

Your coverage terminates on expiry of the term of your loan or lease. Your insurance may terminate prior to the expiry date of the term of your loan or lease, as described in the **Cancellation** section of this guide. In such a case, you may be eligible for a premium refund.

**EXCLUSIONS, RESTRICTIONS AND REDUCTIONS
IN COVERAGE**

Exclusions: CAUTION

No benefits are payable if the Death, Total Disability, or Critical Illness of an Insured Person, if such Death, Total Disability or Critical Illness results directly or indirectly from or is contributed by:

- 1) **War, or act of war;**
- 2) **An intentionally self-inflicted injury;**
- 3) **Abuse or ingestion of any alcohol, poison, intoxicant or narcotic;**
- 4) **Commission or attempted commission of any criminal offence or assault;**
- 5) **Flight in a non-scheduled aircraft;**
- 6) **A Pre-existing condition as defined in the "Definitions" section of this guide.**

In addition to the above, in the case of Total Disability or Critical Illness of an Insured Person, no benefits shall be payable if such Total Disability or Critical Illness results directly or indirectly from or is contributed to or by:

- 1) Pregnancy, abortion, miscarriage, or childbirth or due to parental leave as a result thereof;
- 2) Cosmetic or elective surgery;
- 3) Any symptoms or any medical consultation or tests that were developed or took place before the effective date of insurance;
- 4) The insured does not survive the waiting period.

If diagnosed or treated outside of Canada, the benefit(s) will be payable only if all the following conditions are satisfied:

- a) The complete medical records are made available to us.
- b) Based on medical records, we are satisfied that:
 - (i) The same diagnosis would have been made if the illness, injury or accident had occurred in Canada;
 - (ii) Immediate treatment would have been indicated under Canadian standards; and
 - (iii) The same treatment, involving the particular surgical procedure, would have been advised if treatment had taken place in Canada.
- c) The Insured must undergo an independent medical examination by a physician appointed by us, if we make such a request.

In addition to the above, in the case of a Critical Illness of an Insured Person, no benefits shall be payable if such Critical Illness results directly or indirectly from or is contributed to or by:

- 1) Any symptom or medical problem that initiated any investigation leading to a first diagnosis of Cancer that is made within 12-months following the effective date of insurance.

Suicide Clause

If an Insured Person commits suicide, while sane or insane, within two years of the Effective Date of Insurance, the Insurer's liability will be limited to payment to the Debtor, of the premiums paid, without interest, on such Insured Person. If Insurance coverage was in effect on both the Debtor and the Co-Debtor and one of them has committed suicide, insurance will continue in effect on the survivor.

RESTRICTIONS AND REDUCTIONS IN COVERAGE

Total benefit payments are limited or reduced as follows in case of death, critical illness, or disability:

- If the borrower and the co-borrower are both insured with respect to the same loan or lease, the benefit amount is only payable once
- In no event will the benefits cover loan or lease payments in arrears or any accrued interest resulting from these payments being in arrears.

In case of total disability, benefit payments cease on the earliest of the following dates:

- The date total disability ceases
- The date when all scheduled loan payments have been made, excluding any payments in arrears and any accrued interest on payments in arrears
- The date Unity Life asks for proof that you continue to be totally disabled and if, after 31 days, such proof is still not provided to Unity Life
- The date Unity Life asks you to be examined by a physician or another practitioner named by Unity Life, if you do not submit to such an examination within 31 days
- The date your insurance terminates
- In the case of life plus accidental injury, the date 6 monthly benefit payments have been made.

CANCELLATION

How can my coverage terminate?

Coverage under the group insurance policy automatically terminates on the earliest of the following dates:

- The date Unity Life mails a written notification to you indicating that your application for insurance was declined
- The date the loan or lease is changed, refinanced, called due or otherwise discharged by the creditor
- The date the security for the loan or lease is repossessed, sold or becomes the subject of a Court judgment
- The date your loan or lease payments are 90 days in arrears
- The date the insurance term ends, as indicated on your application for insurance
- The date a death or critical illness benefit becomes payable under the group policy
- The date your coverage has been in force for 84 consecutive months
- The date Unity Life receives your written notice requesting the cancellation of your insurance
- In the case of total disability insurance, the date you retire.

How can I cancel this insurance?

You may request the cancellation of your coverage at any time by sending a written notice to Unity Life at the address indicated on the front of this guide.

How can I get a premium refund?

If a benefit is paid for death, total disability or critical illness, no premium is refunded.

Your insurance will be treated as never having been in force if one of the following conditions exists:

- Your application for insurance is declined
- It is determined that you were ineligible for coverage on the date your loan is advanced
- Your insurance is terminated within 30 days of the date it begins.

DATE OF RECEIPT OF THE CANCELLATION REQUEST	DATE USED TO CALCULATE THE REFUND
Between 0 and 30 days	Date insurance begins
After 30 days	Date of receipt of the cancellation request
After 90 days	Date of receipt of the refund request

DATE OF RECEIPT OF THE PREMIUM REFUND REQUEST	DATE USED TO CALCULATE THE REFUND
N/A	Date insurance begins
Between 0 and 90 days	Date of receipt of the cancellation request
After 90 days	Date of receipt of the refund request

The premium refund will be calculated using the "**Rule of 78**" formula:

Rule of 78 Refund

$$\frac{(GP \times T \times (T + 1))}{N \times (N + 1)}$$

Where:

- GP: gross premium
- f: number of whole months of coverage from issue to termination date (formula)
- g: number of days in excess of whole months of coverage from issue to termination date (formula)
- N: number of months in original coverage period
- T: N-f if g is less than or equal to 15
N - (f + 1) if g is greater than 15

A cancellation fee of \$75.00 will be deducted from the premium refund and the balance will be refunded to you providing it exceeds \$5.00. The premium refund amount is always calculated using the Rule of 78 formula.

Example:

- (N)** 60 months = number of months in original coverage period
- (T)** 50 months = the number of months from the date the insurance terminated to the end of the term of insurance
- (GP)** \$900 = the gross insurance premium paid by the borrower

$$\$900 \times [50 \times (50+1)] / [60 \times (60+1)] \times 80\% = \$501.62$$

(Premium credit)

$$\$501.62 - \$75.00 \text{ cancellation fee} = \$426.62$$

(Amount refunded)

Refunds only apply to Single Premium insurance.

Formulas to be used in computing cancellation refunds and any unearned amounts shall be the "Rule of 78" applied to 80% of the unearned premium with the balance being nonrefundable or the refund formula required by regulation.

Who will receive the premium refund?

If you provide proof from the creditor that the loan or lease was paid and the interest has been released by the creditor, the premium refund will be paid directly to you. In all other cases, the premium refund will be paid to the creditor to reduce the remaining amount of your loan or lease.

OTHER INFORMATION

Who can I call for additional information concerning this insurance?

For more information or to acquire a copy of your insurance policy, please call one of Unity Life's customer service representatives toll-free at 1-888-799-2472.

PROOF OF LOSS OR CLAIM

How do I make a claim?

You, or someone acting on your behalf, must notify Unity Life within 30 days following your death, disability, or critical illness. Notification must be in writing or by telephone to our customer services' toll free number at 1-888-799-2472.

Unity Life will verify the insurance coverage, the waiting period, and the claimant's address. Unity Life will then mail a claim form, including instructions for completing the form. This form may be accompanied by a request for additional information.

The claimant should review the application for insurance and the insurance certificate in this guide before returning the claim form to Unity Life. All sections of the form must be completed. Once completed, the form must be returned to Unity Life using the pre-addressed envelope provided. If the claimant is self-employed, certified copies of earned/employment income must be included.

You are responsible for paying any costs incurred for having the forms completed.

Failure to submit the initial proof of claim within the time specified or to provide continuing proof of claim when requested by Unity Life will result in a forfeiture of benefits. The borrower is responsible for all scheduled loan repayments. Payment of benefits for a covered period of loss will be made to the creditor by Unity Life.

The following summarizes the forms that you may be required to complete:

Form	Sections	Instructions
Life insurance claim. Return to Unity Life within 365 days following death.	<u>Claimant's statement and authorization</u>	To be completed and signed by the estate.
	<u>Creditor's statement</u>	To be completed by the financial institution where the <u>loan</u> or <u>lease</u> was obtained.
	Attending <u>physician's</u> statement – proof of death	To be completed by the family <u>physician</u> or the <u>physician</u> who pronounced the <u>insured person</u> dead.
Disability or <u>critical illness</u> . Return to Unity Life within 90 days following the date total disability begins or 365 days following the loss of use.	<u>Claimant's statement and authorization</u>	To be completed and signed by the <u>claimant</u> .
	Employer's statement	To be completed by the <u>claimant's</u> current employer or previous employer if the <u>claimant</u> is not currently employed.
	<u>Creditor's statement</u>	To be completed by the financial institution where the <u>loan</u> or <u>lease</u> was obtained.
	Attending <u>physician's</u> statement	To be completed by the <u>claimant's</u> family <u>physician</u> . If he/she does not have one, then the <u>physician</u> treating the <u>total disability</u> . The <u>claimant</u> is responsible for any costs incurred to have this statement completed.

Failure to submit the initial proof of claim within the time specified or to provide continuing proof of claim when requested by Unity Life may result in a forfeiture of benefits.

What will happen if I submit a claim and I am not eligible for coverage?

If, while processing a claim, it is determined that you are not eligible for coverage (see the "**Who may apply for this insurance?**" section of this guide), your insurance will be treated as never having been in force. Your total premium will be refunded to your creditor to reduce the amount of your loan or lease.

When will Unity Life notify me about acceptance or denial of my claim?

Once Unity Life has received all the information required to evaluate your claim, Unity Life will have 10 days to notify the claimant and the creditor of the

amount of benefits payable under your insurance certificate.

If the claim is approved, Unity Life will send the benefit payment to the creditor and a notice to this effect to the claimant. If the claim is denied, Unity Life will notify the claimant of the reason(s) for denial and the creditor will be notified that Unity Life will not make any payments.

How can I appeal Unity Life's decision?

The claimant may appeal any decision by Unity Life about a claim. However, the claimant must appeal in writing within 30 days of the date shown on the original denial letter. Unity Life will then review the original assessment and provide a response in writing within 30 days.

**CREDIT INSURANCE PROTECTION GUIDE
DEFINITIONS**

The following definitions apply to this distribution guide, the insurance certificate and the application for insurance.

The term "**group insurance policy**" refers to the applicable policy issued by the insurer and which bears the Group Policy Number shown on your application for insurance.

The "**creditor**" is named in the application for insurance.

The following terminology is used in this guide and refers to information contained in the application for insurance.

Loan/lease information: "Date insurance begins"; "Date insurance term ends"; "Term of insurance"; "Monthly payment"

DEFINITIONS AND ELIGIBILITY DEFINITIONS

Accident means external trauma incurred while the Certificate of insurance is in force, from a force foreign to the Insured Person and not arising out of or due to Sickness or illness.

Accidental Disability means a Total Disability suffered by an Insured Person who has elected this coverage as shown in the Schedule, first incurred while this insurance is in force, which is caused solely by an Accident as defined herein, and not as a result of or related to or arising out of any Sickness or illness.

Borrower/Co-borrower means the person(s) who become indebted to a creditor for a loan or a lease for a specified term.

Claimant means any insured debtor who is applying for benefits under the Group Policy.

Co-Debtor means a debtor, who is the second signatory for an obligation, if any, named on the application for insurance.

Creditor means lender or lessor shown in the Schedule who is the primary beneficiary for all benefits under the certificate of insurance.

Critical Illness means Cancer, Heart Attack, and Stroke as each of these conditions are defined herein.

- Heart Attack (Myocardial Infarction) will mean the death of a portion of heart muscle as a result of inadequate blood supply.
- Stroke will mean the diagnosis by a physician certified as a neurologist, of the infarction of brain tissue caused by thrombosis, haemorrhage or embolism. To qualify for this insured condition, the diagnosis must also be supported by medical evidence resulting in a measurable neurological deficit, which has persisted for 30 consecutive days and is deemed to be permanent. Transient ischemic attacks (TIA) are specifically excluded.
- Cancer will mean the diagnosis by a physician certified as an oncologist of a malignant tumor, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue.

Debtor means a natural person who becomes indebted for an obligation on or after the effective date of insurance.

Diagnosis means a written diagnosis by a physician of a covered impairment. The effective date of this diagnosis shall be the date the diagnosis is established by the physician, as supported by the Insured's medical records.

Effective Date of Insurance means the date application for insurance is approved by Unity Life and coverage under this policy begins, as well as the date from which this policy anniversaries, policy years and premium due dates are determined.

Eligibility/Eligible means to be eligible for Life Insurance, Disability Insurance and/or Critical Illness Insurance the Debtor, and if applying for such insurance, the Co-Debtor must on the Effective Date of Insurance shown on the Schedule:

1. Be a Natural Person (partnerships, corporations or other forms of business entities are not eligible for coverage); and

2. Not have reached the age of 70 for Life Insurance or not have reached the age of 65 for Total Disability and/or Critical Illness Insurance;
3. Be physically able to perform the usual duties of his or her occupation; and
4. Be working at this occupation for at least 30 hours per week for 30 consecutive days immediately prior to the Effective Date of Insurance or gainfully employed as a seasonal employee and have been so employed for 13 consecutive weeks during the 12 month period immediately preceding the date insurance begins, if applying for Total Disability insurance.

If an Insured Person was not eligible on the Effective Date of Insurance applied for, then notwithstanding the payment of any premium for such insurance, such insurance shall be deemed to have never been in effect and in the event of a claim, the liability of the Insurer shall be limited to repayment to the Debtor of the premium paid, without interest. If you apply for any Insurance and the amount of the Loan applied for exceeds \$200,000 (including Residual Value/Balloon Payment) medical questions must be answered and the Effective Date of insurance is subject to approval by Insurer.

Group Policy means the Group Life Policy and Group Disability Policy.

Hospital means a facility which:

- is operated according to law for the care and treatment of injured and sick people;
- has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis and controlled by the establishment;
- has 24-hour nursing service by registered nurses (R.N.), on duty or on call; and
- is supervised by one or more Physicians.

Indebtedness means either the unpaid Principal Amount under a loan made between the Creditor and the Debtor, or the remaining payments to be made under a lease agreement between the Creditor and the Debtor.

Injury means any bodily injury resulting directly or indirectly from an Accident that occurs during the term of insurance. Injury does not include pregnancy or any bodily injury resulting there from.

Insured Person means a Debtor and Co-debtor who are eligible to apply for insurance in accordance with the provisions of the Group Policy, at the time he/she applied for Insurance under the Group Policy who have paid the applicable insurance premium and whose insurance under the Group Policy is in force. In no event will more than two eligible Debtors be

insured with respect to the same Loan or lease premium.

Joint means the insurance covering both Debtor and Co-Debtor which will pay a benefit in respect of only one Life Insured at a time. In the case of Life, Loss of Use or Critical Illness benefits coverage will terminate once a benefit has been paid.

Lease means a contract between you and a creditor for the use of a vehicle, or equipment, subject to stated terms and limitations, for a specified period and at a specified payment and for which you have taken and not waived the insurance under the group policy.

Loan means a loan granted to you by the creditor, over a fixed term as specified in the agreement pertaining to your loan and for which you have taken and not waived the insurance under the group policy.

Medical Treatment means medical advice, consultation, care, service or diagnosis rendered by a physician or surgeon who is licensed or otherwise qualified by law to practice medicine of the type rendered.

Obligation means a lease or a loan with the Creditor, covered under this Certificate.

Physician means a medical doctor who is qualified and duly licensed in the jurisdiction in which he/she operates and who is licensed or otherwise qualified by law to practice medicine in the area where such medical advice, consultations, care, service, or diagnosis is rendered. A Physician must be a person other than yourself, a business partner or relative.

Pre-Existing Condition means:

- (i) for Critical Illness or for Life Insurance any illness, disease or physical condition, whether diagnosed by a physician or not, for which symptoms first occurred, or for which Medical Treatment was recommended, required or obtained, or for which prescription drugs were prescribed or taken, within the twelve (12) consecutive months immediately preceding the Effective Date of Insurance shown in the Schedule; and
- (ii) Any Total Disability for which medical advice, consultation, diagnosis or treatment including prescription drugs were required or recommended during the 12 months prior to the Effective Date of Insurance and which caused, directly or indirectly, such Total Disability to begin within 12 months following the Effective Date of this Certificate.

Psychiatrist means a medical doctor who is qualified and duly licensed in the jurisdiction in which he/she operates and who is licensed or otherwise qualified by law to practice medicine in the area where such medical advice, consultations, care, service, or diagnosis is rendered. A Psychiatrist must be a person other than yourself, a business partner or relative.

Recurrent Total Disability means any total disability that recurs within two (2) weeks after recovering from the same or a directly related disability for which total disability benefits have been paid under the certificate of insurance. Periods of recurrent total disability are not subject to the waiting period.

Residual Value means a lump sum payment due at the end of the loan or lease term.

Sickness means any illness or disease of the body or mind, which first manifests itself while you are insured under the Group Policy with respect to the term Loan/lease. 'Sickness' includes: mental, nervous, psychological, emotional or behavioural disorders, diseases or conditions. 'Sickness' does not include pregnancy, abortion, miscarriage, childbirth or parental leave as a result thereof.

Surgery means that the Insured actually undergoes surgery as specified for a covered impairment, performed by a Physician, in Canada.

Total Disability or **Totally Disabled** means:

1. That condition suffered by an Insured Person while this insurance is in force, which prevents the Insured Person during the first 12 months of Total Disability from performing the duties of their occupation or employment; and during any period over 12 months, from performing the duties of any occupation or employment for which the Insured Person is suited by reason of education, training or experience. You must also be under the regular care and attendance of a qualified physician. If you are unable to work due to mental or emotional disorder, Total Disability also means that you are under the regular care of a psychiatrist licensed in Canada institutionalized and/or participating in ongoing counseling or therapy sessions in accordance with the recommendation of your psychiatrist.
2. You will not be considered Totally Disabled, if you are employed in any other gainful occupation. You must also be under the regular care and attendance of a qualified physician.
3. If Life Plus Insurance is chosen, the Total Disability will be limited to that condition caused by an Accidental Disability as defined above and excludes Disabilities caused by Sickness.

Waiting Period means Insured must be Totally Disabled for 30 days before any benefits become payable.