



## Policy #9228518

In consideration of the statements set forth in the Master Application attached hereto and in the individual applications and in consideration of the payment of premium in accordance with Items 4, 5 and 6 of said Master Application, **AXA Assurances Inc.** (hereinafter called the "Insurer") agrees with:

### INDEPENDENT PROFESSIONALS ASSOCIATION OF CANADA

(Hereinafter called the "Policyholder")

to insure eligible persons of the Policyholder (hereinafter individually called the "Insured Person") for whom application is made, for Critical Illness provided in, and subject to all of the exceptions, limitations and provisions of this policy.

### Effective Date and Policy Term

As stated in Item 8 of the Master Application, this policy takes effect at 12:01 a.m., Standard Time, at the address of the Policyholder, from which date all insurance years and months will be calculated. It continues in force for the period for which premium has been paid. It may be renewed for further consecutive periods by payment of premium as herein provided, subject to the Insurer's right to decline renewal of this policy on any Anniversary Date, as stated in Item 9 of the Master Application, by giving written notice to the Policyholder of such declination at least thirty (30) days prior to such date.

### Definitions

Wherever used in this policy,

"Critical Illness" means:

- a) Heart Attack;
- b) Coronary Artery Bypass Surgery;
- c) Stroke;
- d) Life Threatening Cancer;
- e) Parkinson's Disease;

- f) Alzheimer's Disease;
- g) Multiple Sclerosis;
- h) Kidney Failure;
- i) Paralysis;
- j) Blindness;
- k) Deafness;
- l) Loss Of Speech
- m) Benign Brain Tumour
- n) Coma
- o) Major Burns
- p) Major Organ Transplant
- q) Major Organ Failure Requiring Transplant
- r) Motor Neuron Disease

"Heart Attack" means the Diagnosis of the death of a portion of the heart muscles, resulting from the blockage of one or more coronary arteries due to atherosclerotic heart disease. The Diagnosis must be based on all of the following criteria occurring at the same time: a) new episode of typical chest pain or equivalent symptoms, b) new electro-cardiographic (ECG) changes indicative of an acute myocardial infarction and c) biochemical evidence of myocardial necrosis (heart muscle death) including elevated cardiac enzymes and/or troponin. Lesser acute coronary syndromes including unstable angina and acute coronary insufficiency are specifically excluded.

"Coronary Artery Bypass Surgery" means the undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts. The surgery must be recommended by a cardiologist licensed and practicing in Canada.

Non-surgical techniques **NOT** covered by this definition include:

- Balloon angioplasty;
- Laser embolectomy; or
- Other non-bypass techniques.

"Stroke" means the unequivocal Diagnosis by a neurologist of the death of brain tissue caused by thrombosis, embolism or hemorrhage. The Diagnosis must be based on all of the following:

a) sudden onset of new neurological symptoms, b) new objective neurological deficits on clinical examinations persisting continuously for at least sixty (60) days following the Diagnosis of the stroke and c) new findings on CT scan or MRI, if done, consistent with the clinical diagnosis. This definition specifically excludes Transient Ischemic Attacks (TIA's).

"Life Threatening Cancer" means the Diagnosis of a malignancy, which is characterized by the uncontrolled growth of cancer cells with invasion of tissue. The following conditions are excluded under this definition:

- Early prostate cancer, Diagnosed as T1A N0 M0 and T1B N0 M0 or equivalent staging;
- Non-invasive cancer (in situ);
- Pre-malignant lesions, benign tumours or polyps;
- Any skin cancer other than invasive malignant melanoma greater than 0.75 mm.;
- Any tumour in the presence of any Human Immunodeficiency Virus (HIV).

There shall be no coverage under this definition if within ninety (90) days following the Insured Person's effective date of coverage: a) a Diagnosis of Cancer is made or b) any symptoms or medical problems commenced and initiated investigations leading to the subsequent Diagnosis of any cancer.

"Parkinson's Disease" means the Diagnosis by a neurologist of primary idiopathic Parkinson's Disease which is characterized by the clinical manifestations two or more of the following: (a) tremour; (b) rigidity; (c) Bradykinesia. All other types of Parkinsonism are excluded.

"Alzheimer's Disease" means a progressive degenerative disease of the brain. The Diagnosis of Alzheimer's Disease must be made by a neurologist. The Insured must exhibit loss of intellectual capacity involving impairment of memory and judgement which results in significant reduction in mental and social functioning such that the Insured requires supervision for daily living. All other dementing organic brain disorders and psychiatric illnesses are excluded.

"Multiple Sclerosis" means an unequivocal Diagnosis by a neurologist of at least two (2) episodes of well-defined neurological abnormalities lasting for a continuous period of at least six (6) months and confirmed by modern imaging techniques.

"Kidney Failure" means the Diagnosis of an irreversible failure of both kidneys which necessitates treatment by regular dialysis or kidney transplantation.

"Paralysis" means the Diagnosis by a physician of complete and permanent loss of use of two or more limbs through paralysis for a continuous period of one hundred-eighty (180) days.

"Blindness" means the Diagnosis of permanent loss of sight in both eyes, as confirmed by an ophthalmologist. The corrected visual acuity must be worse than 20/200 in both eyes or the field of vision must be less than twenty (20) degrees in both eyes.

"Deafness" means the Diagnosis of permanent loss of hearing in both ears with an auditory threshold of more than ninety decibels (90db), as confirmed by an otolaryngologist.

"Loss of Speech" means the Diagnosis by an appropriate specialist of total, permanent and irreversible loss of the ability to speak for a continuous period of six (6) months due to physical injury or physical disease.

"Benign Brain Tumour" means the Diagnosis of a benign tumour within the substance of the brain. Cysts, granulomas, meningiomas, malformations of the intracranial arteries or veins, or tumours of the cranial nerves, pituitary or spinal cord are excluded from this definition.

"Coma" means the Diagnosis by a neurologist of a state of unconsciousness with no reaction to external stimuli for a continuous period of at least ninety-six (96) hours.

"Major Burns" means the Diagnosis by a plastic surgeon of a third degree burn covering at least twenty percent (20%) of the surface area of the body of the Insured Person.

"Major Organ Transplant" means the undergoing of a surgery, as a recipient by transplant of any of the following organs or tissues: heart, liver, lung, kidney or bone marrow.

"Major Organ Failure Requiring Transplant" means the irreversible failure of the heart, liver, bone marrow, both lungs or both kidneys requiring receipt of a transplant of that organ, resulting in the Insured Person being accepted into a recognized transplant program in Canada. The Insured Person must survive at least thirty (30) days following the date of enrolment into the transplant program.

"Motor Neuron Disease" means an unequivocal Diagnosis of amyotrophic lateral sclerosis (Lou Gehrig's disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo-bulbar palsy. Other

variations of motor neuron disease are specifically excluded.

"Survival Period" means thirty (30) days following the date of Diagnosis or the date of surgery for Coronary Artery Bypass Surgery and Major Organ Transplant.

"Diagnosis" means the certified diagnosis of a Critical Illness by a medical practitioner or specialist who is licensed and practising medicine in Canada, other than the Insured Person, a business associate or a relative.

"Principal Sum" means the amount indicated in Item 3 of the Master Application as being applicable to the Insured Person, or the amount stated on the Insured Person's most recently signed enrolment card on file with the Policyholder, or the amount approved by the Insurer.

"Pre-existing Condition" means: a) the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a twenty-four (24) months period preceding the Insured Person's effective date of coverage, or b) an illness or condition for which the Insured Person, during twenty-four (24) months prior to the effective date of his coverage incurred medical expenses, received medical treatment, took prescribed drugs or medicine or consulted a physician.

The male pronoun will be construed as the feminine when the person is a female.

### Eligibility

All persons qualifying under Item 2 of the Master Application are eligible for insurance hereunder.

### Condition for Payment

When the Insured Person is Diagnosed with a Critical Illness while the policy is in force as to such Insured Person whose Critical Illness is the basis of claim, the Insurer shall pay the Principal Sum subject to survival by the Insured Person of the Survival Period.

Any misrepresentation of smoker status based on the answers given on the application will be deemed to be fraudulent and therefore coverage will become void.

### Beneficiary Designation

The Principal Sum payable in the event of a Critical Illness will be payable to the Insured Person or the Insured Person's Estate.

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### Effective Date of Individual Insurance

Insurance as to a person qualifying under Item 2 of the Master Application will take effect as indicated in Item 7 of the Master Application.

### Individual Terminations

Insurance of an Insured Person provided under this policy will immediately terminate on the earliest of the following dates:

1. on the date this policy is terminated.
2. on the premium due date if the Policyholder fails to pay the required premium, except as the result of an inadvertent error.
3. on the next premium due date following the date the Insured Person gives notice of cancellation to the Policyholder.
4. on the next premium due date following the date the Insured Person reaches seventy (70) years of age.
5. on the on the next premium due date following the date the Member ceases to be an active member of the Policyholder on account of resignation, dismissal or retirement.
6. on the date the Principal Sum payment has been paid.

### Exclusions

The Principal Sum will not be paid if a Critical Illness results directly or indirectly from any one or more of the following causes:

1. Within ninety (90) days following the effective date of the Insured Person's coverage a) Diagnosis of Cancer is made, or b) any symptoms or medical problems commenced and initiated investigations leading to the subsequent Diagnosis of Cancer.
2. An intentionally self-inflicted injury or sickness, whether the Insured Person is sane or insane.
3. The use of illicit drugs other than as prescribed and administered by or in accordance with the instruction of a legally licensed medical practitioner.
4. From a Pre-existing Condition except if such Critical Illness is Diagnosed twenty-four (24) months after the Insured Person's effective date of coverage.

This pre-existing condition exclusion applies only to amounts equal to or below the Guarantee Issue Limit stated in Item 3 of the Master Application. However if the Insured Person applied for and was approved for higher amount than the Guarantee Issue Limit, this pre-existing condition exclusion will not apply to such Insured Person.

#### Area of Diagnosis

Should a Critical Illness occur or be diagnosed outside of Canada, payment of the Principal Sum may be considered upon the Insured Person's return to Canada for medical assessment and confirmation of the Diagnosis of a Critical Illness.

#### General Provisions

Written notice of Critical Illness must be given to the Insurer within thirty (30) days after the date Diagnosis is made. Such notice given by or on behalf of the Insured Person to the Insurer at its Head Office, 2020 University Street, Montréal, (Québec), H3A 2A5 or to any Regional Office of the Insurer or to any authorized agent of the Insurer, with particulars sufficient to identify the Insured Person, will be deemed to be notice to the Insurer. Failure to give notice within the time provided in this policy will not invalidate any claim, if it is shown not to have been reasonably possible to give such notice during such time and that notice was given as soon as was reasonably possible, but in no event later than one (1) year after the date of the Diagnosis.

The Insurer, upon receipt of such notice will furnish to the claimant such forms as are usually furnished by it for filing proofs of a Critical Illness. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, the claimant will be deemed to have complied with the requirements of this policy as to proof of such Critical Illness upon submitting, within the time fixed in the policy for filing proofs of Critical Illness, written proof covering the occurrence, character and extent of the Critical Illness for which claim is made.

Written proof of Critical Illness must be furnished to the Insurer within ninety (90) days after the date of Diagnosis. Failure to furnish such proof within such time will not invalidate any claim, if it is shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event not later than one (1) year after the date of the Diagnosis.

The Insurer reserves the right to confirm the Diagnosis by appointing a medical practitioner to examine the Insured Person.

The Principal Sum provided in this policy will be paid immediately after receipt of due proof. All moneys payable under this policy are payable in the lawful money of Canada.

This policy includes the Master Application, endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance will void the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. No agent has authority to change this policy or to waive any of its provisions. No change in this policy will be valid unless approved by an officer of the Insurer and such approval be endorsed hereon or attached hereto.

All statements contained in any such application for insurance will be deemed representations and not warranties.

Legal action will not be taken to recover the Principal Sum under this policy until sixty (60) days after proof of claim has been submitted to the Insurer. Thereafter, the claimant will be limited to a one (1) year period [three (3) years in the province of Quebec] during which legal action may be taken.

If any time limitation specified in this policy for giving notice of claim, or undertaking legal action is less than that permitted by law of the province in which the Insured Person is residing at the time of claim, then the time limitation will not be less than that provided for by provincial law.

This policy maybe cancelled by the Policyholder by mailing to the Insurer written notice stating when thereafter such cancellation will be effective. This policy maybe cancelled by the Insurer by mailing to the Policyholder at the address shown in this policy written notice stating when, not less than thirty (30) days prior to the Anniversary Date of this policy, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy. Delivery of such written notice either by the Policyholder or by the Insurer will be equivalent to mailing.

The Insurer will be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

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IN WITNESS WHEREOF, AXA Assurances Inc. has caused this policy to be signed by its President and Chief Executive Officer and Chairman of the Board; but the same will not be binding upon the Insurer unless countersigned by its duly authorized Policy Writer.



**Jean-Denis Talon**  
Chairman of the Board



**Jean-François Blais**  
President and  
Chief Executive Officer

Countersigned by

  
Policy Writer

Date

May 14, 2008