



## DISABILITY INCOME INSURANCE

Underwritten by The Manufacturers Life Insurance Company

Disability Income Insurance provides You with income if You are not Actively at Work due to a disability caused by Sickness or Injury.

**A refund of premiums** is paid if total claims and expenses are less than total premiums collected in a year. No premium refunds are available for premiums paid on coverage in excess of \$5,500 per month.

### Eligibility

You are eligible to apply if You are a physician who is:

- a) under Age 65,
- b) a resident in Manitoba,
- c) Actively at Work, and
- d) a member of Doctors Manitoba.

### How to Apply

To apply for coverage, complete an application form available in the Forms Library on the Doctors Manitoba website [www.doctorsmanitoba.ca](http://www.doctorsmanitoba.ca). You must provide evidence of good health.

Completed application forms and the appropriate premium cheque made out to Doctors Manitoba should be forwarded to the Doctors Manitoba office. Payments can also be made by pre-authorized deduction from Your bank account.

If You apply part way through the policy year, June 1 – May 31, premiums are pro-rated based on the number of full months remaining.

Within 30 days after its delivery to You, You may cancel Your coverage by delivering or mailing the cancellation notice to Doctors Manitoba or the insurance company. Upon such cancellation, any premium paid will be returned and the coverage will be deemed void from the effective date.

### Benefit Coverage

Coverage takes effect on the 1<sup>st</sup> of the month coinciding with or following the date the insurance company approves Your application and receives the required premium. Increases in coverage take effect once the insurance company approves Your application for evidence of good health.

Coverage is available in units of \$100 from a minimum of \$600 per month to a maximum of \$15,000 per month, if You are under Age 60; and from a minimum of \$500 per month to a maximum of \$10,000 per month, if You are Age 60 or over.

Within the first two years of practice, after completion of a residency program, general practitioners have coverage available to a maximum of \$7,500 per month and specialists have coverage available to a maximum of \$11,000 per month.

The amount of monthly benefit You can apply for depends upon Your income and the amount of any other coverage You have.

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**Conditions of Payment**

The payment of the disability benefit will be conditional on:

- a) You having paid all premiums that became due for payment prior to becoming disabled,
- b) Your disability not resulting directly or indirectly from any risks covered under Exclusions,
- c) You having given due notice and having provided the required proof of Your disability and loss, as and when required by the claims provisions, and
- d) You being under the Regular Care and Attendance of a Physician.

**Total Disability Benefit**

If you are under Age 65, benefits for Total Disability are paid to Age 65 or for 2 years, whichever is longer. If you are Age 65 or older, benefits for any Total Disability are paid for a maximum of 24 months. You must have insurance coverage in force in order to be eligible for a claim.

You are considered Totally Disabled if You sustain irrecoverable loss of speech, hearing in both ears, sight or the entire use of two limbs.

**Period for which Total Disability Benefits Payable**

Benefit payments may begin after the Elimination Period on the 31st, 61st, 91st or 181st day of Total Disability.

Successive periods of Total Disability may be used to satisfy the Elimination Period as long as:

- a) Total Disability is from the same cause, and
- b) the subsequent Total Disability occurs within:
  - 6 months of the first Total Disability for 60 day and 90 day Elimination Periods, or
  - 1 year for the 180 day Elimination Period, or
  - there must be consecutive days of Total Disability for 30 day Elimination Period.

The Total Disability benefit will only be payable while You are Totally Disabled but will not be payable for:

- a) the Elimination Period,
- b) any period for which You fail to provide satisfactory evidence that You are Totally Disabled,
- c) more than one disability for the same period, or
- d) any period beyond the maximum benefit period.

If a benefit is payable as a result of an uncomplicated childbirth, the Elimination Period will begin from the date of delivery.

Your monthly benefit amount is not reduced by benefits received from other sources, such as Workers Compensation and Automobile Insurance, unless Your disability income exceeds Your pre-disability after-tax income.

**Recurring Disability**

If, after a period of Total Disability, You return to work for less than 180 days and are subsequently Totally Disabled due to the same or related causes, Your Total Disability is treated as a continuation of the previous disability. If You suffer from a Total Disability, unrelated to the previous disability, after being Actively at

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Work and Your Earned Income was at least equal to the monthly benefit insured, the Total Disability is considered a new disability.

### **Partial Disability Benefit**

Benefits for Partial Disability due to Sickness or Injury are paid to Age 65 or for 2 years, whichever is longer. If You are Age 65 or older, benefits for any Partial Disability are paid for a maximum of 24 months.

The Partial Disability benefit is proportionate to loss of income and is calculated as follows:

$$\frac{\text{Pre-Disability monthly income} - \text{Monthly income while Partially Disabled}}{\text{Pre-Disability monthly income}} \times \text{Amount of insurance}$$

Pre-disability income for a Partial Disability lasting more than one year will be deemed to have increased at the end of each year in the same ratio as the benefits payable under the Canada Pension Plan have been escalated within the preceding 12 months in respect of increases in the Consumer Price Index to a maximum of 6% compounded annually.

If Partial Disability occurs after Age 65, a period of at least 30 consecutive days of Total Disability must first occur before Partial Benefits may be paid.

If a Partial Disability occurs prior to Age 65, You are not required to satisfy any period of Total Disability prior to the commencement of Partial Disability and benefits will commence on the later of Your Elimination Period or 30 consecutive days of disability.

### **Waiver of Premium Benefit**

You are not required to pay premiums which become due, provided You have been continuously disabled for at least 90 days and are in receipt of benefits from the plan.

While You are eligible for or receiving waiver of premium benefits, You will not be eligible to apply for new coverage, Non-Smoker rates or any increases in coverage.

The insurance company will not waive premiums for more than 1 year for the period of disability preceding the date the insurance company receives proof of claim for such disability.

### **Organ Donation**

If, after Your insurance is in force for at least 6 months, You donate an organ to another person, any resulting disability is deemed to be caused by Sickness and You are entitled to benefits.

### **Exclusions**

Benefits will not be paid for any disability resulting directly or indirectly from any one of the following:

- a) terrorism, war or insurrection, whether or not declared, or any conduct, act or thing incidental thereto,
- b) intentionally self-inflicted injury, unless medical evidence establishes that the injuries or losses are related to a mental health illness,
- c) attempt, provocation, or commission of a criminal offense or assault, or participation in a riot or civil commotion, or incarceration,

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- d) service in the armed forces of any country,
- e) any period of imprisonment or confinement in a similar institution, unless medical evidence establishes that the injuries or losses are related to a mental health illness,
- f) any period of loss of standing to practice medicine as a result of disciplinary proceedings, whether such disability occurred prior to or during such period, unless medical evidence establishes that the losses are related to a mental health illness,
- g) any period of disability, including throughout the Elimination Period, during which You are not under the Regular Care and Attendance of a Physician considered satisfactory to the insurance company, when required,
- h) any period of disability while You are outside of Canada, United States of America, Australia, New Zealand, United Kingdom or a country belonging to the European Economic Community, for a period of more than 6 months, unless You can establish to the satisfaction of the insurance company that evidence of Your continued disability can and will be supplied to the insurance company whenever reasonably so required,
- i) alcoholism, drug addiction, substance abuse, or other condition, unless participating in a therapeutic program, recognized as such by the insurance company, and under continuous medical supervision by a specialist in the field.

If You must hold a government permit or license to perform Your regular duties, You will not be considered disabled solely because such permit or license has been withdrawn or not renewed.

Riders may be issued for individuals excluding coverage for specific conditions.

#### **HIV/Hepatitis B and C Provision**

If for the first time ever You test positive for Human Immunodeficiency Virus (HIV) or are determined to be a carrier of the Hepatitis B or Hepatitis C Virus (acute viral hepatitis) and are in an asymptomatic infectious state, You are eligible for Partial Disability benefits, notwithstanding the fact that You are neither Totally Disabled nor Partially Disabled. You are considered eligible if, prior to Age 65, You suffer from either or both of the following conditions:

- a) the condition is required to be disclosed to Your patients by regulations approved by an appropriate government authority or hospital board or an applicable medical regulatory body or licensing authority, and/or
- b) the condition 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 or both of the situations described in paragraphs (a) or (b), You suffer a loss of 20% or more of Your Pre-Disability Average Net Monthly Earned Income for the period before: the date the condition was disclosed as provided in paragraph (a) and/or Your practice of medicine was limited as provided in paragraph (b).

If these circumstances apply, the insurance company will pay benefits in accordance with the terms governing the calculation of the Partial Disability benefit.

Your Partial Disability benefits under this provision terminate on the earliest of any of the following occurrences:

- a) the date You are determined to have recovered from the infectious state,

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- b) the date You no longer suffer a loss of Pre-Disability Average Net Monthly Earned Income of at least 20%,
- c) the date You become entitled to Total Disability or Partial Disability benefits,
- d) the date You reach Age 65,
- e) the date of Your death, or
- f) the date You fail to furnish satisfactory medical or financial evidence as requested by the insurance company.

### **Additional Coverage Options**

#### **Cost of Living Adjustment (COLA) Option**

COLA option provides an annual adjustment to Your benefit based on the change in the same ratio as the benefits payable under the Canada Pension Plan have been escalated within the preceding 12 months in respect of increases in Consumer Price Index and up to a maximum increase of 6% compounded annually. It will be adjusted in the 13th month of disability and every 12 months after that. If benefits are paid under the Own Occupation option, the COLA benefit is not payable.

Coverage ends on the earliest of the date:

- a) Your disability ends,
- b) Your monthly benefit doubles,
- c) You reach Age 65, or
- d) the end of the period for which premiums have been paid, following receipt by Doctors Manitoba of written notice from You to discontinue this rider.

#### **Cost of Living Adjustment (COLA) Option for PARIM Members**

Effective July 1, 2017, COLA is now a compulsory insurance benefit for PARIM Members which does not require evidence of insurability. COLA is issued on a compulsory basis in combination with the Future Insurance Option (FIO) for all new PARIM members. PARIM certificates issued prior to July 1, 2017 maintains the COLA benefit as a voluntary rider for which evidence of insurability will be needed to add COLA to the base disability insurance certificate at a later date, if not previously applied for.

Coverage ends on the earliest of the date:

- a) Your disability ends,
- b) Your monthly benefit doubles,
- c) You reach Age 65, or
- d) For PARIM Members, if issued prior to the compulsory benefit effective date of July 1, 2017, the end of the period for which premiums have been paid, following receipt by Doctors Manitoba of written notice from You to discontinue this rider.

### **Future Insurance Options**

Future Insurance Options is when You can provide initial evidence of good health for additional coverage that can be purchased in the future, if You are under Age 50. The Elimination Period may not be less than the shortest Elimination Period of Your existing coverage. If an option period occurs during any one period of Total Disability, a maximum of one option will be allowed during such Total Disability. The additional amount will pay only for a subsequent new Total Disability period. You must exercise the option as increased coverage will not be issued automatically.

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The following Future Insurance Options are available:

**a) Future Insurance Option 1**

Coverage is restricted to those who were already approved prior to June 1, 2003. If You aren't already approved for this coverage, this plan is not available to You. You must purchase Option 2. If You are enrolled in Option 1, You may exercise one option of up to \$500 of coverage (in \$100 units) subject to income qualification guidelines and options must be exercised prior to Age 50. You may exercise only one option at a time to a maximum of four options.

**b) Future Insurance Option 2**

If You are enrolled in Option 2, You may exercise one option of up to \$1,000 of coverage (in \$100 units) subject to income qualification guidelines. One option can be exercised every year within the month of June and can only be exercised prior to Age 55. If under Age 40, You may exercise \$2,000 of coverage within 60 days of completion of medical residency. Maximum Future Insurance Option 2 coverage available is the lesser of \$6,000 and 2.5 times Your original coverage amount. Maximum of \$5,500 total coverage with a 14-day Elimination Period is no longer available.

Coverage ends on the earliest of the date:

- a) Your disability ends,
- b) the date Your Disability Insurance under the Policy reaches the Maximum Amount of Disability Insurance available under the Policy;
- c) the date the Your FIO benefit is equal to two (2) times the monthly income benefit;
- d) the date You reach Age 55,
- e) the end of the period for which premiums have been paid, following receipt by Doctors Manitoba or the Company of written notice from You to discontinue this rider.

**Future Insurance Option (FIO) for PARIM Members**

Effective July 1, 2017 the Future Insurance Option (FIO) is now a compulsory insurance benefit for PARIM Members which does not require evidence of insurability. FIO is issued on a compulsory basis in combination with the Cost of Living Benefit (COLA) for all new PARIM members. PARIM certificates issued prior to July 1, 2017 maintain the FIO benefit as a voluntary rider for which evidence of insurability will be needed to add FIO to base disability insurance coverage at a later date, if not previously applied for.

Coverage ends on the earliest of the date:

- a) Your disability ends,
- b) the date Your Disability Insurance under the Policy reaches the Maximum Amount of Disability Insurance available under the Policy;
- c) the date Your FIO benefit is equal to two (2) times the monthly income benefit;
- d) the date You reach Age 55,
- e) For PARIM Members, if issued prior to the compulsory benefit effective date of July 1, 2017, the Premium Due Date coinciding with or immediately following receipt by the Company of the PARIM Member's written request to discontinue this rider.

**Own Occupation Option**

Own Occupation Option allows You to receive full Total Disability benefits even if You earn income from another occupation. Any earnings from the other occupation will not reduce Your Total Disability benefit. This option ends at Age 65, at which time the other terms and conditions of the policy apply.

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### Retirement Protection Option

Retirement Protection Option is when contributions to a TD/Canada Trust money market account are made on Your behalf. Funds are locked-in to Age 65 and are not registered for tax purposes. Up to 50% of the annual investment income earned by the funds may be withdrawn annually to pay income tax on the earnings.

Benefit payments are made if you are Totally Disabled. The benefit starts after a period of 90 days and is paid to Age 65. You may apply for the option anytime up to and including Age 55. The benefit amount available is based on your income and available (in \$100 units) from \$300 to \$1,000 per month. You must reside in Canada to receive benefits.

### Cessation of Benefit Payments

Your benefits terminate on the earliest of any of the following occurrences:

- a) the date You are no longer disabled,
- b) the date You do not comply, or fail to comply with the proof of claim provision,
- c) the date the You fail to undergo, when requested by the insurance company, medical, psychiatric, psychological examinations and evaluation selected by the insurance company,
- d) the date You refuse or fail to participate in a rehabilitation program considered beneficial to You as recommended by the insurance company,
- e) the date You refuse or fail to participate in the therapeutic program for alcoholism, drug addiction, substance abuse, or other appropriate treatment program considered beneficial to You as recommended by the Company,
- f) the date You fail to furnish satisfactory evidence of continuance of Disability or the date You are no longer receiving Regular Care and Attendance considered satisfactory to the Company,
- g) the date You reach Your maximum benefit period,
- h) the date You return to Your Regular Occupation,
- i) the date You retire,
- j) the date of Your death, or
- k) any period of incarceration in a prison or mental institution following conviction by a criminal court.

### Premiums

#### Premium Calculation

The annual premium is calculated by multiplying the applicable rate, according to Your Age, sex and smoking status, by the number of units for which You are insured at the beginning of each Policy Year. If coverage becomes effective in the midst of a Policy Year, a pro-rata premium will be determined based on Your Age at the beginning of the Policy Year in which application for such insurance was made.

For cost information, please contact Doctors Manitoba office or Doctor's Manitoba's Authorized Representative for details.

Mark Venton, Doctors Manitoba, at 985-5846, or [mventon@doctorsmanitoba.ca](mailto:mventon@doctorsmanitoba.ca);  
Gord Brennan, Doctors Manitoba's Authorized Representative, at 985-1140, or  
[gbrennan@doctorsmanitoba.ca](mailto:gbrennan@doctorsmanitoba.ca).

The premiums are Age banded rather than level premiums. This means You pay in today's dollars for today's risk. With level premiums, the cost of premiums for older participants is transferred to younger

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participants. Rather than have younger participants 'overpay', premiums are based on a more cost-effective banding method whereby participants pay premiums for risk based on actual Age.

Retail sales taxes are calculated based on the premiums applicable to those participants who reside and/or report for work in Manitoba, Ontario and Quebec.

### **Changes to Premium**

The insurance company may adjust the premium rates on any Policy Anniversary Date by giving 90 days' notice in writing to Doctors Manitoba, unless the insurance company and Doctors Manitoba mutually agree to the contrary, but not more often than once in any 12 month period. Insured Members will be given 30 days' written notice of changes to premium by Doctors Manitoba.

### **Refund of Premiums**

Where Your death occurs in the midst of a Policy Year for which premiums have been paid, a pro-rata refund will be paid on the number of complete months remaining in that Policy Year.

### **Grace Period**

On each Premium Due Date, You will pay a premium calculated on the basis of the premium rates then in effect for Your insurance, including any applicable riders. A period of 30 days is allowed for the payment of each premium due after the first premium payment, during which the insurance continues in force. If any premium is not paid within the grace period, the insurance will terminate immediately.

If a benefit becomes payable during the grace period, any premium due but unpaid will be deducted from the benefit.

### **Premium Payment Not Honoured**

If any cheque, draft, money order or other instrument tendered in payment or part payment of a premium is not paid when presented for payment in due course of business, the premium or such part will be considered to be unpaid and Doctors Manitoba's official receipt, if issued, will be null and void.

### **Method and Frequency of Premium Payments**

You may pay premiums:

- a) annually by cheque (made payable to "Doctors Manitoba"), or
- b) by any other payment method or frequency made available by Doctors Manitoba and approved by the insurance company.

You may elect to pay the annual premium at the billing date or pay 50% of the annual premium at the billing date and the remainder within 60 days of the billing date. All payments must be in Canadian dollars.

If You apply part way through the Policy Year, June 1 – May 31, premiums are pro-rated based on the number of full months remaining.

### **Smoker and Non-Smoker Rates**

If You are paying smoker premiums, You may apply to change to Non-Smoker premiums. The insurance company will grant this request provided that:

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- a) You qualify as a Non-Smoker,
- b) a health declaration, on the insurance company's standard form, is completed, submitted and approved by the insurance company,
- c) satisfactory evidence as to Your smoking habits is submitted, and
- d) at the time the request is submitted to the insurance company, Non-Smoker rates are offered.

If the insurance company approves the change to Non-Smoker premiums, future premiums will be payable on a Non-Smoker basis. The change will take effect on the Policy Anniversary Date coinciding with or following the date the insurance company approves the change to Non-Smoker status.

A misstatement of Non-Smoker status is considered fraud. The insurance company reserves the right to void Your insurance if Non-Smoker status has been misstated, without a refund of premium.

### **General Information**

#### **Beneficiary Designations**

There is no right to name a beneficiary under Your coverage.

#### **Rehabilitative Employment**

With the approval of the insurance company, You may participate in a vocational or on-the-job training program while continuing to receive benefits.

#### **Termination of Coverage**

Your coverage terminates on the earliest of any of the following occurrences:

- a) the Policy Anniversary Date coinciding with or following the date You have reached Age 70,
- b) subject to the grace period, the date any premium due has not been paid, unless premiums are being waived,
- c) the end of the period for which premiums have been paid, following receipt by Doctors Manitoba of written notice from You that one or more units of Your coverage are to be terminated,
- d) the date on which You no longer qualify as a duly qualified member of Doctors Manitoba in accordance with the membership requirements,
- e) the date on which the group policy is terminated,
- f) the date of Your retirement, or
- g) the date of Your death.

#### **Extension of Coverage**

If on the date Your coverage terminates because the group policy terminates and You are disabled and either receiving benefits, eligible to receive benefits or fulfilling a required Elimination Period, the insurance company will pay You the monthly benefit while You remain disabled in accordance with the terms of this coverage.

#### **Leave of Absence**

The insurance of a duly qualified member of Doctors Manitoba will not terminate due to a leave of absence, sabbatical leave of a maximum duration of 4 years, or solely by reason of such member having moved from the province of Manitoba. You may continue the coverage in force as long as the premiums are paid by the Premium Due Date. The Premium Due Date for PARIM Members on a Leave of Absence is delayed until

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they return to work. However, You may not apply for a subsequent increase in coverage or change of coverage until such time as You again become a member in accordance with the membership requirements.

**Portability**

If You move outside of the province of Manitoba and maintain Your membership with Doctors Manitoba, You may continue the coverage in force as long as the premiums are paid by the Premium Due Date. You may also increase or change the coverage provided You are resident in Canada. Any increase in coverage is subject to evidence of good health and approval by the insurance company.

**Tax Issues**

Premiums paid by You are not tax deductible and benefits received are not taxable. Premiums paid by a group and deducted as a business expense means benefits received are taxable.

**Facility of Payment**

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

**Rights of the Insurance Company**

If benefit payments made are later determined to be in excess of the amounts You are qualified for, the insurance company and Doctors Manitoba reserve the right to recover the excess. If the excess amount cannot be recovered, the insurance company has the right to reduce benefit payments until the excess amount is fully recovered.

**Right of Examination**

On request, Doctors Manitoba will make the group policy available to You for inspection at a reasonably accessible place.

**Assignment**

Your rights and interests with respect to the group policy may not be assigned.

**Governing Law**

This contract will be subject to the laws of the province of Manitoba.

Your coverage will be subject to the laws of the Canadian province or territory in which You resided at the time of application.

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**Incontestability**

The insurance company will not contest the validity of Your coverage, or any Unit of Your coverage, after it has been in effect for 2 years from the effective date of insurance, or the date of reinstatement, except for fraud.

No statement will be used by the insurance company to void Your coverage or to deny a claim during this 2 year period unless the statement is:

- a) false,
- b) part of the Your application, and
- c) material to the insurance.

In issuing each coverage, the insurance company has relied on statements made in the applications of Doctors Manitoba and each applicant. These are representations and not warranties. If Your coverage is voided for fraud, the insurance company will not refund the premiums paid under Your coverage.

**Limitation of Action**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, or other applicable legislation, or the *Limitations Act, 2002*, in Ontario.

**Reinstatement**

Your coverage may be reinstated at any time within 6 months from the date of the lapse, on the following conditions:

- a) receipt by the insurance company of satisfactory evidence of good health and insurability determined on the same basis as when the coverage was issued,
- b) receipt by the insurance company of all overdue premiums with interest, and
- c) written confirmation by the insurance company of Your coverage's reinstatement.

**Definitions**

**Actively at Work** means You work at Your Regular Occupation for a minimum of 20 hours per week and perform all of the usual and customary job duties, at the time of application for insurance and during any period You are not disabled.

**Age** means the Age as of the Policy Anniversary Date of each year.

**Earned Income** means income resulting from Your performance of personal services in any and all occupations, including bonuses, overtime pay and all other extra compensation, after deduction of the usual and customary business expenses incurred in earning such income and before the deduction of any income taxes. Earned Income does not include interest, dividends, rents, royalties, annuities, pensions, wage continuation plans, or any other payments which do not depend on Your ability to earn an income.

**Elimination Period** means the number of days that must elapse following the date on which Your disability is deemed to have commenced, during which time no benefits will be payable.

**Injury** means accidental bodily injury sustained while Your coverage is in force and which directly and independently of all other causes, results in limitation, impairments and/or restrictions preventing You from performing all of the usual and customary duties of Your Regular Occupation.

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An injury resulting in disability or loss which is caused directly or indirectly by any form of Sickness, disease, hernia, or degenerative condition, or any infection, other than infection of a visible external accidental cut or wound, will be deemed to be a Sickness for the purposes of this insurance. Any such Injury resulting in disability where such disability commences more than 60 days after the Injury will be considered a Sickness for the purpose of determining the maximum benefits period.

**Insured Member** means a Member, under the age of 70, whose application for insurance under this policy has been accepted by the insurance company and for whom insurance is in force.

**Non-Smoker** means You have not used any form of tobacco or tobacco cessation products in the 12 consecutive months preceding the date of application for:

- a) Disability Income insurance, any applicable rider; or
- b) Non-Smoker rates;

And You also meet the insurance company's health standards.

**PARIM Member** means a person who is a resident member of the Professional Association of Residents and Interns of Manitoba.

**Partial Disability** or **Partially Disabled** means that, if under Age 65, You have a loss of Earned Income of at least 20%, or You are engaged in another occupation and have a loss of Earned Income of at least 20%. Your Partial Disability must be a result of Sickness or Injury for which You are under the Regular Care and Attendance of a Physician. If a disability commences on or after Age 65, You will be considered Partially Disabled after being Totally Disabled during Your Elimination Period. You will not be entitled to receive Partial Disability Benefits while in receipt of Total Disability Benefits.

**Physician** means a physician or surgeon who is licensed as such in Canada or United States of America or any such other region as the insurance company may approve, and who is practicing within the scope of the Physician's licensed authority. A Physician must be someone other than You, or Your immediate family member, or anyone who resides with You.

**Policy Anniversary Date** means June 1<sup>st</sup> of each year.

**Policy Year** means the period commencing on the effective date of insurance and terminating on May 31<sup>st</sup> of the following year and beginning on any Policy Anniversary Date thereafter.

**Pre-Disability Average Net Monthly Earned Income** means Your Earned Income averaged using the highest consecutive 12 months in the 24 months immediately preceding the disability date.

**Premium Due Date** means the first day of the month coinciding with or following Your effective date of insurance, and on each Policy Anniversary Date thereafter.

**Regular Care and Attendance** means a planned program of observation, care, and treatment requiring the personal attendance of You by a Physician, which, once initiated, is continued in accordance with existing standards of medical practice for the Sickness or Injury which is the cause of Disability.

If a Disability is as a result of or is contributed to by an addiction disorder You must, at the Company's discretion, participate in a therapeutic program, recognized as such by the Company and be under continuous medical supervision by a licensed specialist in this field.

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If a Disability is the result of or is contributed to by a psychiatric disorder as recognized by the American Psychiatric Association (APA), You must be under the care of a licensed Physician and licensed psychiatrist or licensed clinical psychologist as deemed necessary and appropriate by the Company. You must also be following the Regular Care and Attendance recommended.

**Regular Occupation** means the occupation You are engaged in immediately preceding the disability date.

**Sickness** means a disease or illness which first manifests itself while coverage is in force, and/or restrictions preventing You from performing the usual and customary duties of Your Regular Occupation. Complications of pregnancy are considered a Sickness. Sickness does not include an ineligible disease or illness resulting directly or indirectly from any risk covered under the Exclusions.

**Total Disability** or **Totally Disabled** means that, as a result of Sickness or Injury for which You are under the Regular Care and Attendance of a Physician, You are unable to perform the usual and customary duties of Your Regular Occupation, You are suffering a loss of Earned Income and are not engaged in any other gainful occupation. There must be documented evidence of medical impairments, restrictions and limitation precluding You from performing the normal duties of Your Regular Occupation. The availability of employment will not be considered in the assessment of Disability.

**You** or **Your** means an Insured Member, under Age 70, whose application for the Disability Income Insurance has been accepted by the insurance company and whose insurance is in force.

## Claim

### Notice of Claim

In the event of disability, contact the Doctors Manitoba office to make a claim. Written notice of claim must be received by the insurance company, no later than 90 days from the date of the Injury or Sickness. Notice given by You or any authorized agent of the insurance company acting on Your behalf will be deemed notice to the insurance company.

### Claim Forms

The insurance company or Doctors Manitoba, upon receipt of a written notice of claim, will furnish forms to You or the claimant who will file on Your behalf for filing proof of loss.

### Proof of Loss

Proof of loss includes, but is not limited to, the initial claim forms and all medical, psychiatric, psychological, educational, vocational, financial and other information the insurance company considers necessary to assess the claim.

On forms provided by the insurance company, written evidence, satisfactory to the insurance company, of Your right to benefits must be received within 90 days after the expiration of the Elimination Period. Failure to provide proof of loss, however, will not invalidate the claim nor reduce the amount of the benefits payable, provided it was not reasonably possible to give such proof within the stipulated time and provided proof is furnished as soon as reasonably possible, but in no event later than 12 months following the completion of the Elimination Period unless You are legally incapacitated.

If You are unable to give notice of claim or proof of loss due to the nature of Your disability, then someone acting on Your behalf may do so.

This description is a summary of the Disability Income Insurance program underwritten by the Manufacturers Life Insurance Company, group policy number G521. In case of any discrepancy between this description and the terms of the group policy, the latter will prevail.

The insurance company does not pay for the completion of claim forms. It does pay reasonable charges for any additional items which it specifically requests in connection with a claim, such as medical examinations and medical histories.

**Proof that You Remain Disabled**

The insurance company may, at any time whether before or after a claim is approved, request from You further medical, psychiatric, psychological, educational, vocational, financial or other information the insurance company considers necessary for the assessment or re-assessment of the claim. Such information may be obtained from an examiner or person approved by the insurance company.

When making a decision, the insurance company will take into account all relevant information which has been provided, in conjunction with any consultants, as deemed appropriate by the insurance company.

If a disability results from a psychiatric or psychological disorder, proof may be required from a Physician who is certified in psychiatry by the Royal College of Physicians of Canada, or by the American Board of Psychiatry.

The insurance company reserves the right to obtain such evidence as may be reasonable concerning Your income and expenses prior to and after Your disability. The evidence the insurance company may require includes, but is not limited to, true copies of income tax returns, audited income and expense statements and financial statements.

The insurance company may request an independent medical examination by a Physician, appointed by the insurance company, no more than once a year, except that if conflicting medical information is received, additional independent medical examinations may be required. All independent medical examinations will be arranged and paid by the insurance company.

If, while You are outside Canada, United States of America, Australia, New Zealand, United Kingdom or a country belonging to the European Economic Community, the insurance company is unable to obtain satisfactory proof of disability, the insurance company may request that You return to Canada, United States of America, Australia, New Zealand or a country belonging to the European Economic Community.

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