

Critical Illness Definitions

The term **diagnosis** means a written diagnosis by a Physician or Specialist Physician, licensed and practising in Canada or the United States, of the covered condition. Any diagnosis will be effective as of the date it is established by the Physician or Specialist Physician, as supported by the Insured's medical records. Any diagnosis of a covered condition that was made prior to the effective date of coverage will not be covered.

1. Heart Attack

Heart attack means a definite Diagnosis of the death of heart muscle due to obstruction of blood flow that results in a rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one (1) of the following:

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

The Diagnosis of heart attack must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis.

Exclusions:

No benefit will be payable under this condition for:

- a) elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves; or,
- b) ECG changes suggesting a prior myocardial infarction, which do not meet the heart attack definition as described above.

2. Stroke

Stroke (*cerebrovascular accident*) means a definite Diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source, with:

- a) acute onset of new neurological symptoms; and,
- b) new objective neurological deficits on clinical examination

persisting for more than 30 days following the date of Diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing.

The Diagnosis of stroke must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of the Diagnosis.

Exclusions:

No benefit will be payable under this condition for:

- a) transient ischaemic attacks; or,
- b) intracerebral vascular events due to trauma; or,
- c) lacunar infarcts which do not meet the definition of stroke as described above.

3. Cancer (life-threatening)

Cancer (life-threatening) means a definite Diagnosis of a tumour which must be characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of cancer include carcinoma, melanoma, leukemia, lymphoma and sarcoma.

The Diagnosis of cancer must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis.

Exclusions:

No benefit will be payable for a recurrence or metastasis of an original cancer which was Diagnosed prior to the effective date of coverage.

No benefit will be payable for the following:

- a) lesions described as benign, pre-malignant, uncertain, borderline, non-invasive, carcinoma in situ (Tis), or tumours classified as Ta;
- b) malignant melanoma skin cancer that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or is accompanied by lymph node or distant metastasis;
- c) any non-melanoma skin cancer, without lymph node or distant metastasis;
- d) prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;
- e) papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest diameter and classified as T1, without lymph node or distant metastasis;
- f) chronic lymphocytic leukemia classified less than Rai Stage 1; or
- g) malignant gastrointestinal stromal tumours (GIST) and malignant carcinoid tumours, classified less than AJCC Stage 2.

Moratorium Period Exclusion:

No benefit will be payable under this condition and the Insured's coverage for cancer will terminate if within the first 90 days following the later of, the date the application for this coverage was signed or the effective date of the Insured's coverage, the Insured has any of the following:

- a) signs, symptoms or investigations, that lead to Diagnosis of cancer (covered or excluded under this policy), regardless of when the Diagnosis is made; or,
- b) a Diagnosis of cancer (covered or excluded under this policy).

While the Insured's or Dependent Child's insurance for cancer terminates, insurance for all other covered conditions remains in force.

Medical information about the Diagnosis and any signs, symptoms or investigations leading to the Diagnosis must be reported to the Company within six (6) months of the date of the Diagnosis. If this information is not provided within this period, the Company has the right to deny any claim for cancer or, any Critical Illness caused by any cancer or its treatment.

For purposes of this policy, the terms Tis, Ta, T1a, T1b, T1 and AJCC Stage 2 are to be applied as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 7th Edition, 2010.

For purposes of this policy, the term Rai staging is to be applied as set out in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Lery and BS Pasternack: Clinical staging of chronic lymphocytic leukemia. Blood 46:219, 1975.

4. Coronary Artery Bypass Surgery

Coronary artery bypass surgery means the undergoing of heart Surgery to correct narrowing or blockage of one (1) or more coronary arteries with bypass graft(s).

The Surgery must be determined to be medically necessary by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Surgery.

Exclusion:

No benefit will be payable under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures.

5. Kidney Failure

Kidney failure means a definite Diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular haemodialysis; peritoneal dialysis or renal transplantation is initiated.

The Diagnosis of kidney failure must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis.

6. Major Organ Transplant

Major organ transplant means a definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary. To qualify under major organ transplant, the Insured or Dependent Child must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities.

The Diagnosis of the major organ failure must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of the transplant.

7. Multiple Sclerosis

Multiple sclerosis means a definite Diagnosis of at least one (1) of the following:

- a) two (2) or more separate clinical attacks, confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination; or,
- b) well-defined neurological abnormalities lasting more than six (6) months, confirmed by MRI imaging of the nervous system, showing multiple lesions of demyelination; or,
- c) a single attack, confirmed by repeated MRI imaging of the nervous system, which shows multiple lesions of demyelination which have developed at intervals at least one (1) month apart.

The Diagnosis of multiple sclerosis must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis

8. Paralysis

Paralysis means a definite Diagnosis of the total loss of muscle function of two (2) or more limbs as a result of Injury or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event.

The Diagnosis of paralysis must be made by a Specialist Physician. The Insured must survive for 90 days following the precipitating event.

9. Blindness

Blindness means a definite Diagnosis of the total and irreversible loss of vision in both eyes, evidenced by:

- a) the corrected visual acuity being 20/200 or less in both eyes; or,
- b) the field of vision being less than 20 degrees in both eyes.

The Diagnosis of blindness must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis.

10. Deafness

Deafness means a definite Diagnosis of the total and irreversible loss of hearing in both ears, with an auditory threshold of 90 decibels or greater within the speech threshold of 500 to 3,000 hertz.

The Diagnosis of deafness must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis.

11. Loss of Independent Existence

Loss of independent existence means a definite Diagnosis of the total inability to perform, by oneself, at least two (2) of the following six (6) activities of daily living for a continuous period of at least 90 days with no reasonable chance of recovery.

Activities of daily living are:

- a) bathing – the ability to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of assistive devices;
- b) dressing – the ability to put on and remove necessary clothing, braces, artificial limbs or other surgical appliances with or without the aid of assistive devices;
- c) toileting – the ability to get on and off the toilet and maintain personal hygiene with or without the aid of assistive devices;
- d) bladder and bowel continence – the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained;
- e) transferring – the ability to move in and out of a bed, chair or wheelchair, with or without the aid of assistive devices; and
- f) feeding – the ability to consume food or drink that already have been prepared and made available, with or without the use of assistive devices.

The Diagnosis of loss of independent existence must be made by a Specialist Physician. No additional Survival Period is required once the conditions described above are satisfied

12. Loss of speech

Loss of speech means a definite Diagnosis of the total and irreversible loss of the ability to speak as the result of physical Injury or disease, for a period of at least 180 days.

The Diagnosis of loss of speech must be made by a Specialist Physician. No additional Survival Period is required once the conditions described above are satisfied.

Exclusion:

No benefit will be payable under this condition for all psychiatric related causes.

13. Coma

Coma means a definite Diagnosis of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 96 hours, and for which period the Glasgow coma score must be four (4) or less.

The Diagnosis of coma must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis.

Exclusions:

No benefit will be payable under this condition for:

- a) a medically induced coma; or,
- b) a coma which results directly from alcohol or drug use; or,
- c) a Diagnosis of brain death.

14. Benign brain tumour

Benign brain tumour means a definite Diagnosis of a non-malignant tumour located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The tumour must require surgical or radiation treatment or cause irreversible objective neurological deficit(s).

The Diagnosis of benign brain tumour must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis.

Exclusions:

No benefit will be payable under this condition for pituitary adenomas less than 10 mm.

No benefit will be payable for a recurrence or metastasis of an original tumour which was Diagnosed prior to the effective date of coverage.

Moratorium Period Exclusion:

No benefit will be payable under this condition and the Insured's or Dependent Child's coverage for benign brain tumour will terminate if within the first 90 days following the later of the

- a) date the application for this coverage was signed, or
- b) the effective date of the Insured's coverage;

the Insured or Dependent Child has any of the following:

- c) signs, symptoms or investigations that lead to a Diagnosis of benign brain tumour (covered or excluded under this policy), regardless of when the Diagnosis is made, or
- d) a Diagnosis of benign brain tumour (covered or excluded under this policy).

While the Insured's or Dependent Child's insurance for benign brain tumour terminates, insurance for all other covered conditions remains in force.

Medical information about the Diagnosis and any signs, symptoms or investigations leading to the Diagnosis must be reported to the Company within six (6) months of the date of Diagnosis. If this information is not provided within this period, the Company has the right to deny any claim for benign brain tumour or, any Critical Illness caused by any benign brain tumour or its treatment.

15. Severe Burns

Severe burns mean a definite Diagnosis of third-degree burns over at least 20% of the body surface.

The Diagnosis of severe burns must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date the severe burn occurred.

16. Major organ failure on waiting list

Major organ failure on waiting list means a definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary. To qualify under major organ failure on waiting list, the Insured or Dependent Child must become enrolled as the recipient in a recognized transplant centre in Canada or the United States that performs the required form of transplant Surgery.

For the purposes of the Survival Period, the date of Diagnosis is the date of the Insured's enrolment in the transplant centre.

The Diagnosis of the major organ failure must be made by a Specialist Physician. The Insured or Dependent Child must survive 30 days following the date of Diagnosis.

17. Aortic Surgery

Aortic surgery means the undergoing of Surgery for disease of the aorta requiring excision and surgical replacement of any part of the diseased aorta with a graft. Aorta means the thoracic and abdominal aorta but not its branches.

The Surgery must be determined to be medically necessary by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Surgery.

Exclusion:

No benefit will be payable under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures.

18. Dementia, including Alzheimer's Disease

Dementia, including Alzheimer's Disease means a definite Diagnosis of dementia which must be characterized by a progressive deterioration of memory and at least one (1) of the following areas of cognitive function:

- a) aphasia (a disorder of speech);
- b) apraxia (difficulty performing familiar tasks);
- c) agnosia (difficulty recognizing objects); or

- d) disturbance in executive functioning (e.g. inability to think abstractly and to plan, initiate, sequence, monitor and stop complex behaviour), which is affecting daily life.

The Insured must exhibit:

- a) dementia of at least moderate severity, which must be evidenced by a Mini Mental State Exam of 20/30 or less, or equivalent score on another generally medically accepted test or tests of cognitive function; and
- b) evidence of progressive worsening in cognitive and daily functioning either by serial cognitive tests or by history over at least a six (6) month period.

The Diagnosis of dementia must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis.

Exclusion:

No benefit will be payable under this condition for affective or schizophrenic disorders or delirium.

For purposes of this policy, reference to the Mini Mental State Exam is to Folstein MF, Folstein SE, McHugh PR, J Psychiatry Res. 1975;12(3):189.

19. Parkinson's Disease and Specified Atypical Parkinsonian Disorders

Parkinson's disease means a definite Diagnosis of primary Parkinson's disease, a permanent neurologic condition which is characterized by bradykinesia (slowness of movement) and at least one (1) of: muscular rigidity or rest tremor. The Insured must exhibit objective signs of progressive deterioration in function for at least one (1) year, for which the treating neurologist has recommended dopaminergic medication or other generally medically accepted equivalent treatment for Parkinson's disease.

Specified atypical parkinsonian disorders means a definite Diagnosis of progressive supranuclear palsy, corticobasal degeneration, or multiple system atrophy.

The Diagnosis of Parkinson's disease or a specified atypical parkinsonian disorder must be made by a neurologist. The Insured or Dependent Child must satisfy the above conditions and survive for 30 days following the date all these conditions are met.

Exclusions:

No benefit will be payable for Parkinson's disease or specified atypical Parkinsonian disorders if, within the first year following the later of:

- a) the date the application for this coverage was signed; or
- b) the effective date of the Insured's or Dependent Child's coverage,

the Insured or Dependent Child has any of the following:

- a) signs, symptoms or investigations that lead to a Diagnosis of Parkinson's disease, a specified atypical Parkinsonian disorder or any other type of Parkinsonism (covered or excluded under this policy), regardless of when the Diagnosis is made; or

- b) a Diagnosis of Parkinson's disease, a specified atypical Parkinsonian disorder or any other type of Parkinsonism (covered or excluded under this policy).

No benefit will be payable under Parkinson's disease or specified atypical Parkinsonian disorders for any other type of Parkinsonism.

Medical information about the Diagnosis and any signs, symptoms or investigations leading to the Diagnosis must be reported to the Company within six (6) months of the date of the Diagnosis. If this information is not provided within this period, the Company has the right to deny any claim for Parkinson's disease or specified atypical Parkinsonian disorders or, any Critical Illness caused by Parkinson's disease or specified atypical Parkinsonian disorders or its treatment.

20. Motor Neuron Diseases

Motor neuron disease means a definite Diagnosis of one (1) of the following: amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy, and is limited to these conditions.

The Diagnosis of motor neuron disease must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis

21. Aplastic Anemia

Aplastic anemia means a definite Diagnosis of a chronic persistent bone marrow failure, confirmed by biopsy, which results in anemia, neutropenia and thrombocytopenia requiring blood product transfusion, and treatment with at least one (1) of the following:

- a) marrow stimulating agents;
- b) immunosuppressive agents;
- c) bone marrow transplantation.

The Diagnosis of aplastic anemia must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis.

22. Bacterial Meningitis

Bacterial meningitis means a definite Diagnosis of meningitis, confirmed by cerebrospinal fluid showing growth of pathogenic bacteria in culture, resulting in neurological deficit documented for at least 90 days following the date of Diagnosis.

The Diagnosis of bacterial meningitis must be made by a Specialist Physician. The Insured or Dependent Child must survive for 90 days following the date of Diagnosis.

Exclusion:

No benefit will be payable under this condition for viral meningitis.

23. Heart Valve Replacement or Repair

Heart valve replacement or repair means the undergoing of Surgery to replace any heart valve with either a natural or mechanical valve or to repair heart defects or abnormalities.

The Surgery must be determined to be medically necessary by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Surgery.

Exclusion:

No benefit will be payable under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures.

24. Loss of Limbs

Loss of limbs means a definite Diagnosis of the complete severance of two (2) or more limbs at or above the wrist or ankle joint as the result of an accident or medically required amputation.

The Diagnosis of loss of limbs must be made by a Specialist Physician. The Insured or Dependent Child must survive for 30 days following the date of Diagnosis.

25. Occupational HIV Infection

Occupational HIV Infection means a definite Diagnosis of infection with Human Immunodeficiency Virus (HIV) resulting from accidental Injury during the course of the Insured's normal occupation, which exposed the Insured to HIV contaminated body fluids.

The accidental Injury leading to the infection must have occurred after the later of:

- a) the date the application for this coverage was signed; or,
- b) the effective date of the Insured's coverage.

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

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

The Diagnosis of occupational HIV infection must be made by a Specialist Physician. The Insured must survive for 30 days following the date of the second serum HIV test described above.

Exclusions:

No benefit will be payable under this condition if:

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

Covered Critical Illness Conditions for Dependent Children Only

1. Cerebral Palsy

Cerebral Palsy means a definite Diagnosis of a non-progressive neurological defect affecting muscle control. This defect is characterized by spasticity and incoordination of movements.

The Diagnosis of cerebral palsy must be made by a Specialist Physician. The Dependent Child must survive for 30 days following the date of Diagnosis.

2. Congenital Heart Disease

Congenital heart Disease means a definite Diagnosis of at least one of the covered heart conditions described below. It also means the specific conditions described below for which open heart Surgery is performed to correct the condition.

Covered heart conditions:

- a) coarctation of the aorta;
- b) Ebstein's anomaly;
- c) Eisenmenger syndrome;
- d) Tetralogy of Fallot;
- e) transposition of the great vessels.

The Diagnosis of the heart condition must be made by a Specialist Physician and supported by cardiac imaging acceptable to the Company. The Dependent Child must survive for 30 days following the date of Diagnosis.

Covered heart conditions if open heart Surgery is performed (these heart conditions are covered only if open heart Surgery is performed to correct at least one of them):

- a) aortic stenosis;
- b) atrial septal defect;
- c) discrete subvalvular aortic stenosis;
- d) pulmonary stenosis;
- e) ventricular septal defect.

Procedures not covered by this definition are:

- a) percutaneous atrial septal defect closure;
- b) trans-catheter procedures which include balloon valvuloplasty.

The Diagnosis of the heart condition must be made and the Surgery must be recommended and performed by a Specialist Physician and supported by cardiac imaging acceptable to the Company. The Dependent Child must survive for 30 days following the date of Surgery.

3. Cystic Fibrosis

Cystic Fibrosis means a definite Diagnosis of cystic fibrosis where the Dependent Child has chronic lung disease and pancreatic insufficiency.

The Diagnosis of cystic fibrosis must be made by a Specialist Physician. The Dependent Child must survive for 30 days following the date of Diagnosis.

4. Down's Syndrome

Down's Syndrome means a definitive Diagnosis of Down's syndrome supported by chromosomal evidence of Trisomy 21.

The Diagnosis of Down's syndrome must be made by a Specialist Physician. The Dependent Child must survive for 30 days following the date of Diagnosis.

5. Muscular Dystrophy

Muscular Dystrophy means a definite Diagnosis of muscular dystrophy where the Dependent Child has well defined neurological abnormalities, confirmed by electromyography and muscle biopsy.

The Diagnosis of muscular dystrophy must be made by a Specialist Physician. The Dependent Child must survive for 30 days following the date of Diagnosis.

6. Type 1 Diabetes Mellitus

Type 1 Diabetes Mellitus means a definite Diagnosis where the Dependent Child has total insulin deficiency and continuous dependence on exogenous insulin for survival. Dependence on insulin must persist for a continuous period of at least 3 months.

The Diagnosis of type 1 diabetes mellitus must be made by a Specialist Physician. The Dependent Child must survive for 90 days following the date of Diagnosis.