

GETWELL INSURANCE

General Conditions

GetWell Insurance
is offered as an individual plan.



Desjardins
Financial Security®

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1-877-747-5005
Télécopieur : 418-833-6546
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NOTICE

It is IMPORTANT to read this document as it describes the General Conditions of the GetWell Insurance contract, including the exclusions and limitations you need to know about. More specifically, no *benefits* are payable if the date of diagnosis, the date of onset of the signs or symptoms, or the date of any medical consultation or tests confirming a diagnosis of cancer falls within the 6-month period before or the 3-month period after the coverage effective date. Also note that the *insurer* allows the *contract holder* 20 days after the contract is purchased to cancel it without penalty if they are not satisfied. This notice is not part of the contract.

The insurance contract consists of the following documents:

- 1) these General Conditions;
- 2) the Special Conditions;
- 3) the Insurability and Premium Rate Selection Questionnaire;
- 4) the Premium Notices;
- 5) any appendix or any rider confirming a contract update.

For **more information** about GetWell Insurance, contact the *insurer* at the phone number below:

1-877-747-5005

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1. Purpose of insurance

GetWell Insurance will pay a *benefit* if an *insured* is diagnosed with *cancer* for the first time in their life.

2. Definitions

For the purpose of this contract, the following terms (shown in *italics* in these General Conditions) mean:

- 1) **Beneficiary:** any person designated by the *contract holder* to receive, in the event of the *contract holder's* death, the *benefit* or the *premium* refund.
- 2) **Benefit:** an amount paid by the *insurer* when an *insured* is diagnosed with *cancer* for the first time in their life, according to the conditions set out in the contract.
- 3) **Canadian resident:** a person who is legally authorized to live in Canada and who resides in this country for at least 6 months a year.
- 4) **Cancer:** the definite diagnosis of a tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The diagnosis of *cancer* must be made by a *specialist*.

Exclusions: No *benefit* will be payable for this condition for the following non-life-threatening *cancers*:

- a) **carcinoma in situ; or**
- b) **stage 1A malignant melanoma (melanoma less than or equal to 1.0 mm in thickness, not ulcerated and without Clark level IV or level V invasion), or**
- c) **any non-melanoma skin cancer that has not metastasized, or**
- d) **stage A (T1a or T1b) prostate cancer.¹**

¹ Speak with your *physician* to find out whether the diagnosis received corresponds to the definition of *cancer* provided by the *insurer* in this contract.

- 5) **Contract anniversary:** the *contract anniversary* occurs on the date that marks the beginning of each new *policy year*. The *contract anniversary* is calculated as of the date the contract takes effect. The contract effective date is indicated in the Special Conditions and the Premium Notice.
- 6) **Contract holder:** a person aged 18 or older who takes out a contract with the *insurer* and who satisfies the definition of *Canadian resident* when the contract takes effect. The *contract holder* is considered to be the owner of the contract. Their name is indicated in the Special Conditions. They may also be an *insured*.
- 7) **Insured:** any person whose name is indicated in the “Insured(s)” section of the Special Conditions. This person must also meet the eligibility criteria when they become insured under the GetWell Insurance contract.
- 8) **Insurer:** Desjardins Financial Security Life Assurance Company.
- 9) **Physician:** any person, other than the *insured*, who is licensed to practise medicine in Canada. Also, the *physician* cannot live with either the *insured* or the *contract holder*.
- 10) **Policy year:** each period of one year calculated from the contract effective date and included between two *contract anniversaries*. The *policy year* corresponds to the “Period of insurance” indicated in the Special Conditions.
- 11) **Premium:** an amount the *contract holder* pays the *insurer* to keep the contract in force.
- 12) **Specialist:** a *physician* who holds a license and has specialized medical training related to the type of covered *cancer* for which a claim has been submitted.

3. Eligibility

Any *Canadian resident* aged 59 or younger is eligible for GetWell Insurance if they meet the insurability conditions, as they are specified in the Insurability and Premium Rate Selection Questionnaire.

4. Insured's age

The *insurer* uses the *insured's* age on their most recent birthday to determine eligibility, the *benefit* amount payable and the coverage termination date.

To determine an *insured's* premium, the *insurer* uses the *insured's* age on the *contract anniversary* date.

Should the *insured's* birth date be incorrect, the *insurer* will compare the *premiums* collected with the *premiums* that would normally have been received and make the necessary adjustment.

5. Premium

The *insurer* determines the *premium* for each *insured* when an application for insurance is submitted based on the following:

- 1) age;
- 2) gender;
- 3) smoking habits.

Premiums used by the *insurer* are indicated in the Appendix "Premiums" currently in effect.

Afterwards, the *insurer* reviews the *premium* on each *contract anniversary*. A new *premium* may apply if an *insured* has entered a new age bracket or if the *insurer* has adjusted the *premiums* indicated in the Appendix "Premiums" for all *insureds*. The *insurer* must advise the *contract holder* in writing at least 30 days prior to the effective date of the *premium* that will apply for the next *policy year* by sending them a Premium Notice.

If an *insured* has stopped using tobacco for twelve months or more, the *contract holder* may ask the *insurer* to apply the non-smoker *premium* to this *insured*. The *insurer* will send the appropriate form to the *contract holder* to complete. The new *premium* will apply as of the date the completed form is received.

When the contract is purchased, the *contract holder* authorizes the *insurer* to collect the *premium* required to keep the contract in force. The *premium* amount, the due date and the payment terms are indicated in the Special Conditions.

The *contract holder* must advise the *insurer* of any changes to their address, credit card information or the financial institution through which the *premium* is paid.

If a *premium* is not paid by the date specified in the Special Conditions, the *insurer* will send the *contract holder* a Cancellation Notice. The *contract holder* has 30 days from the date the Cancellation Notice is sent to pay the *premium*. The insurance will remain in force during this period. Note that the 30-day period does not apply if the *contract holder* has informed the *insurer* that they wish to cancel the contract.

6. Coverage effective date

The coverage takes effect on the date the *contract holder* applies for the insurance, for each *insured* who meets the eligibility criteria. The coverage effective date is indicated in the Special Conditions.

7. Duration of contract and renewal

The duration of the contract is indicated in the “Period of insurance” section of the most recent Special Conditions. Thereafter, unless otherwise notified by the *contract holder*, the contract is renewed automatically provided that the *premiums* are paid.

The *contract holder* authorizes the *insurer* to use the information submitted in the Insurance Application to manage their file and remind them of the contract renewal. The *contract holder* also authorizes the *insurer* to collect new particulars from a third party, should the need arise.

8. Benefit

A *benefit* in the amount of \$25,000 is paid for *insureds* who are aged 54 or younger when they are diagnosed with *cancer* and \$12,500 is paid for *insureds* aged 55 to 69.

Benefits are paid by the *insurer* to the following individuals:

- 1) the *contract holder* if living; otherwise
- 2) the designated *beneficiary* if living; otherwise
- 3) the legal heirs of the *contract holder*.

The *contract holder* or the *beneficiary* must be living at the time the *benefit* is paid in order to receive it.

9. Premium refund in the event of death

If an *insured* under the age of 70 dies while the GetWell Insurance contract is in force, the *insurer* will refund all the *premiums* paid for this *insured* since the coverage effective date. The *premium* refund does not include any interest and will never be greater than the maximum specified *benefit*.

Premium refunds are paid by the *insurer* to the following individuals:

- 1) the *contract holder* if living; otherwise
- 2) the designated *beneficiary* if living; otherwise
- 3) the legal heirs of the *contract holder*.

The *contract holder* or the *beneficiary* must be living when the *premiums* are refunded in order to receive them.

10. Exclusions and limitations

- 1) The *insurer* will not pay a *benefit* if the *insured* was diagnosed with any type of cancer prior to the contract effective date.
- 2) The *insurer* will not pay a *benefit* if one of the following events occurs within the 6-month period prior to an *insured*'s coverage effective date or within the 3-month period following this date:
 - a) diagnosis of any type of cancer;
 - b) onset of signs or symptoms, a medical consultation or tests confirming a diagnosis of any type of cancer.
- 3) The *insurer* will not pay a *benefit* for the following non-life-threatening cancers:
 - a) carcinoma in situ; or
 - b) stage 1A malignant melanoma (melanoma less than or equal to 1.0 mm in thickness, not ulcerated and without Clark level IV or level V invasion); or
 - c) any non-melanoma skin cancer that has not metastasized; or
 - d) stage A (T1a or T1b) prostate cancer.
- 4) The *insurer* will not pay a *benefit* for cervical cancer if the results of any of the *insured*'s cervical smears or PAP tests from the 24-month period immediately prior to her coverage effective date are abnormal. However, this exclusion no longer applies if subsequent test results are normal for a period of two consecutive years.
- 5) A maximum of two GetWell Insurance contracts may give rise to *benefit* payments for the same *insured*.
- 6) The *insurer* will not refund any *premiums* under a contract if the amount is less than \$10.
- 7) The *insurer* will not refund any *premiums* for an *insured* if a claim has already been approved for this *insured*.

- 8) **The insurer will not pay a benefit before obtaining all the required authorizations for the collection and communication of personal information.**

11. Beneficiary designation

The *contract holder* may designate, revoke or add one or more *beneficiaries* at any time by completing the appropriate form. Note however that the *insurer* does not assume any responsibility for *beneficiary* designations.

12. Contract changes

The *contract holder* may ask the *insurer* to make certain changes to their insurance contract.

When the *contract holder* asks the *insurer* in writing to make changes to their contract, the change will take effect on the date the request is received by the *insurer*. When the *contract holder* makes the change request by phone, the requested change will take effect on the day of the phone call.

When the *contract holder* asks the *insurer* to add an *insured* to their contract, the coverage for this *insured* will take effect on the date of the request as long as they meet the eligibility criteria.

The *insurer* reserves the right to approve or refuse any change requests.

13. Termination of coverage

GetWell Insurance terminates for an insured on the earlier of the following dates:

- 1) the date on which the *insured* turns 70;
- 2) the date on which the *insured* dies;
- 3) the date on which *cancer* is diagnosed:
 - a) if the *insurer* has approved the claim for this *insured*;
 - b) if the *insurer* has refused the claim for this *insured* under exclusion number 4;

- 4) the date on which the *contract holder* asks the *insurer* to remove this *insured* from their contract;
- 5) the effective date of coverage if the *insurer* has refused the claim under exclusions number 1 and 2.

14. Termination of contract

GetWell Insurance terminates for all insureds under the same contract on the earlier of the following dates:

- 1) the date on which the *contract holder* asks the *insurer* to cancel their contract;
- 2) the date on which the 30-day period granted to pay the *premium* lapses following the *insurer's* Cancellation Notice;
- 3) the date on which a claim is found to contain fraudulent statements or omissions;
- 4) the date on which the *contract holder* dies.

15. Cancellation of coverage

The *contract holder* may ask the *insurer* to cancel their coverage at any time. On receipt of this request, the *insurer* will cancel the coverage and refund the unused portion (in days) of the *premium* to the *contract holder*.

16. Insured and contract holder statements

The *insurer* may contest any statement or omission by the *insured* or the *contract holder* during the 24-month period following the effective date of an *insured's* coverage.

However, in the event of fraud, the *insurer* may contest a statement or omission by the *insured* or the *contract holder* at any time.

In both of these cases, the contract becomes null and void.

17. Contract examination period

The *contract holder* has 20 days from the date the contract is received to read it and notify the *insurer* if they are not satisfied. At the request of the *contract holder*, the *insurer* will cancel the contract as of the date the contract came into force. This date is indicated in the Special Conditions. The *insurer* will also refund any *premiums* paid by the *contract holder*, provided no claim has been submitted.

18. Claims

18.1 Submitting a claim

To obtain information, contact the *insurer* at the number shown below during normal business hours:

1-877-747-5005

The *insurer* will send claim information and documents to anyone interested in submitting a claim.

Claims must be submitted to the *insurer* within 30 days of the date of a diagnosis that may give rise to the payment of a *benefit*. Claims must be sent to the following address:

Desjardins Financial Security
Life Assurance Company
200, rue des Commandeurs
Lévis (Québec) G6V 6R2

The claim may be submitted by the *contract holder* or, in the event of the *contract holder's* death, by the designated *beneficiary*, or in the case of this person's death, the legal heirs of the *contract holder*.

The *insurer* may require any information, proof or document deemed necessary to examine a claim. This information, proof or these documents must be provided to the *insurer* within 90 days of the date of the claim.

If a claim, or the required proof and information, is not submitted within the specified time, this does not necessarily mean that the claim will be refused. However, the claimant will need to provide a valid reason for missing the deadline. In these cases, the required documents must be sent to the *insurer* within the year following the date of the event that gave rise to the claim.

The *insurer* reserves the right to have the *insured* examined by a *physician* of its choosing when a claim is submitted.

18.2 Insurer's reply

Once the *insurer* approves the claim, the *benefit* is paid within 30 days of receiving the proof required for the payment.

If the *insurer* does not approve the claim, a letter explaining the reasons for the refusal is sent to the claimant. The letter is sent within 30 days following receipt of the documents required to examine the claim.

18.3 Appealing the insurer's decision and recourse

If the *insurer* refuses the claim, the claimant can submit additional information and ask for their file to be reviewed again. The *insurer's* decision may be contested within the timeframe prescribed by the applicable provincial legislation.

18.4 Requesting a premium refund in the event of death

The conditions and procedures to follow for requesting a *premium* refund are the same as those described in sections 18.1, 18.2 and 18.3.

19. Currency

All payments under these General Conditions are made in Canadian currency.

20. Personal information management

Desjardins Financial Security Life Assurance Company (DFS) handles the personal information it has on you in a confidential manner. DFS keeps this information on file so that you may benefit from the Company's various financial services (insurance, annuities, credit, etc.). This information is consulted solely by DFS employees who need to do so in the course of their work.

You have the right to consult your file. You may also have information corrected if you demonstrate that it is inaccurate, incomplete, ambiguous or not useful. To do so, you must send a written request to the following address:

Privacy Officer
Desjardins Financial Security
Life Assurance Company
200, rue des Commandeurs
Lévis (Québec) G6V 6R2

DFS may send information on its promotions or offer new products to those whose names appear on its client list. DFS may also give its client list to another component of the Desjardins Group for the same purposes. If you do not wish to receive these offers, you may have your name removed from the list. To do so, you must send a written request to the Privacy Officer at DFS.



President and Chief Operating Officer



Senior Vice-President
AssurFinance for Institutions, AssurDirect
and Desjardins Relations

Your satisfaction is our priority!

As a responsible company that is attentive to the needs of its clients, Desjardins Financial Security wants to provide each and every one of them with products and services that meet their expectations. However, if you are dissatisfied with any of our products or services, please let us know by following the steps below.

1. Contact the person or business you purchased the product from.

You can find the number by consulting the literature you received when you purchased the product in question. Ask for explanations. In most cases, a simple call is all it takes to get the answers you are looking for.

2. Call our Customer Service Centre.

If you are not fully satisfied with the explanations provided in step 1, contact our Customer Service Centre at 1-866-838-7584. Our staff is very familiar with our products and will certainly be able to help you.

3. Write to our Dispute Resolution Officer.

If you are not satisfied with the explanations you received from our Customer Service Centre, you may file a complaint with Desjardins Financial Security's Dispute Resolution Officer. This person's role is to assess the merits of the company's decisions and the soundness of its practices.

Please write to:

Dispute Resolution Officer
Desjardins Financial Security
200, rue des Commandeurs
Lévis (Québec) G6V 6R2

Or email: disputeofficer@dfs.ca

You can also call the Officer at 1-877-838-8185.

For more information on the procedure to follow in the event of a problem or complaint, please visit our website at www.dfs.ca/complaint, where you can also find complaint forms.

Your satisfaction is our priority!

Helpful hints

- Make sure you have all the documents and information required to provide a detailed explanation of the problem (account statements, names of employees in question, dates, etc.).
- Write down the names of the individuals with whom you have spoken, and the dates of your conversations.
- Include your name, address and telephone number in any correspondence.



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