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SPECIMEN

In order for the contract to be in effect, a valid Policy Information Page must accompany this Policy.

1. GENERAL DEFINITIONS

You and **your** means the person who owns the Policy and is also the Life Insured as shown on the Policy Information Page. All rights and privileges under this Policy belong to you, subject to any limits imposed by law or the Policy. Your rights may be limited if a beneficiary has been designated as irrevocable or if this Contract has been hypothecated or assigned as collateral security.

We, our, us or **Company** means BMO Life Assurance Company.

Head Office means 60 Yonge Street, Toronto, Ontario , M5E 1H5 and such other address as we may inform you from time to time as being our Head Office.

Attained Insurance Age means the Insurance Age shown on the Policy Information Page plus the number of Policy Anniversaries that have passed since the Policy Date.

Insurance Age means the Life Insured's age on his or her birthday nearest to the Policy Date.

Life Insurance Benefit means the sum insured as shown on the most recent Policy Information Page. It is the amount of insurance payable upon the death of the Life Insured reduced by any Living Benefit claim payment or Premium Adjustment at Death.

Life Insured means the individual covered under this Policy.

Living Benefit means a onetime payout of a percentage of the sum insured, as shown on the most recent Policy Information Page. It is the amount of insurance payable to the Life Insured upon the Diagnosis of a Covered Condition or a Disability caused by an Accidental Injury.

Policy means this document that the Company has issued as evidence of the contract of insurance. Unless otherwise stated in writing to the contrary, the Policy includes insurance coverage under any amendment, rider or endorsement that the Company issues for intended attachment to this document.

Policy Anniversary means the same day and month as the Policy Date in each subsequent calendar year that this Policy remains in force.

Policy Date means the date from which this Policy is effective and from which premium due dates and Insurance Age are determined. The Policy Date is set out on the Policy Information Page.

2. LIFE INSURANCE BENEFIT

Subject to the terms and provisions of the Policy and the rights of any assignee, we will pay the Life Insurance Benefit to your beneficiary upon receipt of satisfactory evidence of the following:

- (a) the Life Insured died while the Policy was in force;
- (b) the date of birth of the Life Insured;
- (c) the cause and circumstances of the death of the Life Insured; and
- (d) the right of the claimant to the Life Insurance Benefit.

The Life Insurance Benefit is calculated as the sum insured subject to any premium Adjustment at Death. Payment of the Insurance Benefit will be made in one lump sum.

Exclusions to the Life Insurance Benefit

If the Life Insured dies by suicide or self destruction, while sane or insane, within two (2) years from the later of the Policy Date or the date of the latest reinstatement, the Company's only obligation will be to refund the premiums paid from the Policy Date or the date of the latest reinstatement.

3. LIVING BENEFIT

The Living Benefit consists of the Critical Illness Benefit and the Accidental Disability Benefit as defined in this section.

Subject to the terms and provisions of the Policy and the rights of any assignee, we will pay the Living Benefit to the Life Insured. Only one claim for a Living Benefit can be made under this Policy. Upon payment of this benefit, this provision will terminate and the sum insured will be reduced by the amount of the claim payment. The new premium payable after the Living Benefit claim will be calculated based on the reduced sum insured.

Diagnosis or Diagnosed means the complete fulfillment of the definition of a Covered Condition or Total Disability as described under this Policy.

Specialist means a licensed medical practitioner who has been trained in the specific area of medicine relevant to the Covered Condition for which a benefit is being claimed, and who has been certified by a specialty examining board. In the absence or unavailability of a Specialist, and as approved by us, a condition may be Diagnosed by a qualified medical practitioner practicing in Canada or the United States of America.

Physician means an individual who is legally licensed and practises medicine or surgery in Canada or the United States of America (or other such jurisdiction as we may approve). The Physician cannot be the Life Insured, a relative or business associate of the Life Insured.

3.1. CRITICAL ILLNESS BENEFIT

The Critical Illness Benefit will be paid to the Life Insured when we confirm that the Life Insured has been Diagnosed with one of the Covered Conditions while this Policy was in effect.

Covered Condition means heart attack, stroke, cancer or coronary artery bypass surgery which are specifically covered under this Policy as defined in this section below.

Date of Diagnosis means the date on which a Specialist first Diagnosed you with one of the Covered Conditions. The Date of Diagnosis must be after the Policy (Effective) Date or the date of the latest reinstatement of the Policy.

Survival Period means the period starting on the Date of Diagnosis of a Covered Condition and ending 30 consecutive days following the Date of Diagnosis of the Covered Condition. The Survival Period does not include the number of days on life support. The Life Insured must be alive at the end of the Survival Period and must not have experienced irreversible cessation of all functions of the brain.

Surgery means a surgical procedure performed by a Specialist.

Covered Conditions

Heart Attack (Myocardial infarction) is defined as a definite diagnosis of the death of heart muscle due to obstruction of blood flow, that results in:

Rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following:

- Heart Attack symptoms
- new electrocardiogram (ECG) changes consistent with a Heart Attack

- 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.

Exclusion: No benefit will be payable under this condition for:

- 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
- ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above.

Cancer (Life-Threatening) is defined as a 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.

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

- carcinoma in situ, or
- 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
- any non-melanoma skin cancer that has not metastasized, or
- Stage A (T1a or T1b) prostate Cancer.

Moratorium Period Exclusion

No benefit will be payable under this condition if, within the first 90 days following the later of:

- the Policy (Effective) Date, or
- the effective date of last reinstatement of the policy,

the Life Insured has any of the following:

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

This medical information as described above must be reported to the Company within 6 months of the date of the Diagnosis. If this information is not provided, the Company has the right to deny any claim for Cancer or, any critical illness caused by any Cancer or its treatment.

Stroke (Cerebrovascular Accident) is defined as a definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source, with:

- acute onset of new neurological symptoms, and
- 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.

Exclusion: No benefit will be payable under this condition for:

- Transient Ischaemic Attacks; or,
- Intracerebral vascular events due to trauma; or,
- Lacunar infarcts which do not meet the definition of Stroke as described above.

Coronary Artery Bypass Surgery is defined as the undergoing of heart Surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s), excluding any non-surgical or trans-catheter techniques such as balloon angioplasty or laser relief of an obstruction. The Surgery must be determined to be medically necessary by a Specialist.

Exclusions and Limitations for the Critical Illness Benefit

The Critical Illness Benefit is not payable if a Critical Illness results either directly or indirectly from any one or more of the following causes:

- (a) suicide, attempted suicide or self-inflicted injury while sane or insane;
- (b) the use of any drug, poisonous substance, intoxicant or narcotic other than as prescribed and taken in accordance with the instruction of a Physician;
- (c) operating a motor vehicle while the concentration of alcohol is eighty (80) milligrams or more in one hundred (100) millilitres of blood.
- (d) committing or attempting to commit a criminal offence; or
- (e) war or the act of war whether such war is declared or undeclared.

No Critical Illness Benefit will be payable if:

- The Life Insured does not survive the Survival Period.

3.2. ACCIDENTAL DISABILITY BENEFIT

We will pay the Accidental Disability Benefit if you become Totally Disabled within 90 days of the date of Accidental Injury and:

- (a) if Employed, are unable to engage in your own occupation and unable to engage in any other occupation for compensation or profit for a period of 180 consecutive days; or
- (b) if not employed, are unable to perform your normal routine daily activities for a period of 180 consecutive days; and
- (c) are receiving a Physician's care appropriate for the condition .

Accidental Injury means physical bodily harm resulting directly from a sudden, unexpected, unforeseeable, unavoidable external event that is independent of all other causes and does not include any psychological impairment which may be associated with the accident.

Total Disability or **Totally Disabled** means, as a result of an Accidental Injury, the Life Insured is under the regular care and attendance of a Physician, is following recommended treatment and is unable to work or perform his or her normal activities.

Employed means being engaged in an occupation for compensation or profit, working at least 25 hours per week.

Accidental Disability Benefit Exclusions

No Accidental Disability Benefit will be payable if the Total Disability results directly or indirectly from any of the following causes:

- (a) suicide, attempted suicide or self-inflicted injury while sane or insane;
- (b) the use of any drug, poisonous substance, intoxicant or narcotic other than as prescribed and taken in accordance with the instruction of a Physician;
- (c) operating a motor vehicle while the concentration of alcohol is eighty (80) milligrams or more in one hundred (100) millilitres of blood.
- (d) committing or attempting to commit a criminal offence;
- (e) war or the act of war whether such war is declared or undeclared;

- (f) participation as a paid professional in sports, or participation in any organized motorized contest of speed, or other hazardous activities such as scuba diving, rock or cliff climbing, boxing, parachuting, skydiving, hang gliding or bungee jumping;
- (g) air travel, other than as a fare-paying passenger in a certified commercial aircraft
- (h) sickness or surgical procedure; or
- (i) mental, nervous or emotional disorders.

3.3. NOTICE AND PROOF OF CLAIM FOR LIVING BENEFIT

Subject to the terms and provisions of the Policy and the rights of any assignee, we will pay the Living Benefit upon receipt of satisfactory evidence of the following:

- (a) the Accidental Injury or Covered Condition occurred while the Policy was in force;
- (b) the date of birth of the Life Insured;
- (c) for the Critical Illness Benefit, the Diagnosis of a Covered Condition, Diagnosed by a Specialist, which must be based upon clinical, radiological, histological and laboratory evidence and which must include a statement as to the date upon which the Diagnosis was first made;
- (d) for the Accidental Disability Benefit, the cause and circumstances of the Accidental Injury of the Life Insured; and
- (e) if applicable for the claim, proof of the Life Insured's death.

We reserve the right to require examination of the Life Insured and confirmation of the Diagnosis or Surgery by any Specialist or Physician appointed by us.

Failure to Give Notice or Proof

Written notice of your claim must be provided to the Company within 90 days from the date the claim arises. Failure to give notice or provide proof of claim within this time does not invalidate the claim if the notice or proof is given as soon as is reasonably possible, and in no event later than one year from the date of the Diagnosis of a Covered Condition or Accidental Injury if it is shown that it was not reasonably possible to give notice within the time indicated.

3.4. LIVING BENEFIT CLAIM OUTSIDE OF CANADA

If a Covered Condition or Accidental Injury occurs or is diagnosed outside of Canada, the benefit will be payable only if **all** of the following conditions are satisfied:

- (a) The complete medical records are made available to the Company.
- (b) Based on these medical records, the Company is satisfied that:
 - i. the same Diagnosis would have been made if the Covered Condition or Accidental Injury had occurred in Canada;
 - ii. immediate treatment would have been indicated under Canadian standards; and
 - iii. the same treatment regimen would have been administered if treatment had taken place in Canada.
- (c) The Life Insured must undergo an independent medical examination by a Licensed Physician appointed by the Company, if the Company makes such a request. In the case of elective Surgery, such an examination must be undergone before Surgery occurs.

4. WHEN COVERAGE BEGINS

Coverage under this Policy will take effect on the latest of the following dates:

- (a) the date this Policy is delivered to you or, if you reside in Quebec, the date we accept the application without amendments;
- (b) the date we receive the initial premium; and
- (c) the Policy Date.

5. WHEN COVERAGE TERMINATES

Coverage under the Policy will terminate on the earliest of the following dates:

- (a) the date we receive your request in writing to cancel this Policy;
- (b) the date the Grace Period expires;
- (c) the date the Life Insured reaches the Attained Insurance Age of 65; or
- (d) the date the Life Insured dies.

No premium is payable for this Policy after it terminates. If any premium is paid after termination, the Company's only liability will be to refund that premium.

6. BENEFICIARY

Naming the Beneficiary

The beneficiary is the person(s) or entity named in the application or the most recent beneficiary designation filed with us to receive the Life Insurance Benefit on the death of the Life Insured. If no beneficiary is designated or no beneficiary survives the Life Insured, the Life Insurance Benefit will be paid to your estate.

Change of Beneficiary

During your lifetime, you may change or revoke a beneficiary designation by filing a written notice with us, subject to the written consent of any irrevocable beneficiary. We must have notice of the change in order to be bound by it. Any new beneficiary designation may be subject to the terms of any assignment previously filed with us. A change of beneficiary will take effect as of the date of the designation, subject to any payment we made or action we took before receiving notice of the change.

Death of Beneficiary

If no beneficiary survives the Life Insured, the Life Insurance Benefit will be paid to the Estate. If two or more beneficiaries were designated and any beneficiary predeceases the Life Insured, that beneficiary's share shall be paid equally to the surviving beneficiaries or to the surviving beneficiary if any, unless the beneficiary designation or application has provided otherwise. If the Life Insured and the beneficiary die at the same time or in circumstances where it is uncertain as to which of them died first, the Life Insurance Benefit will be paid in accordance with the applicable legislation.

7. PREMIUMS

Payment of Premiums

Premiums are payable during the term of this Policy as outlined on the Policy Information Page.

The initial premium is required in advance to put the Policy in effect. All subsequent premiums must be paid in order for coverage to remain in effect in the frequency as outlined on the Policy Information Page. Premium due dates are measured from the Policy Date.

Grace Period

If a premium becomes due and is not paid, we will allow thirty (30) days grace from the date the premium is due. All insurance continues during this Grace Period unless we receive written notification from you to cancel this Policy.

Non-payment of Premium

If any premium has not been paid in full by the end of the Grace Period, this Policy will immediately terminate and no Insurance Benefit will be payable.

Premium Adjustment at Death

If the Life Insured dies on the day a premium is due and unpaid or during the Grace Period, we will deduct the outstanding premium from the insurance benefit. Premiums paid before the date of death of the Life Insured, but not yet due, will be refunded.

Premium Adjustment after a Living Benefit Claim

If a claim is paid under the Living Benefit provision, a new premium will be calculated based on the reduced sum insured.

8. REINSTATEMENT

Subject to all other Policy provisions, this Policy may be reinstated with no evidence of insurability at any time within 30 days after the Grace Period has expired, providing the Life Insured is living and all outstanding premiums are paid.

Otherwise, this Policy may be reinstated at any time within two years after the Grace Period has expired, subject to receipt by us of the following:

- (a) a completed application for reinstatement;
- (b) evidence of insurability, satisfactory to us, including proof of non-smoking status (if applicable); and
- (c) payment of all past due premiums, including compound interest on past due premiums at a rate determined by us, but not exceeding any limits imposed by law.

Any supplementary agreement attached to this Policy will be reinstated if the Policy is reinstated, subject to the terms of the supplementary agreement. The reinstatement will take effect when we determine that all the conditions outlined in this reinstatement section have been met.

9. CONTESTING THE POLICY

Incontestability

In the absence of fraud, the Company will not contest the validity of this Policy after it has been in force during the lifetime of the Life Insured for two (2) years from the later of the Policy Date shown on the Policy Information Page; the date of any Policy increase; change or addition; or the date of the latest reinstatement. In the case of any Policy increase, change or addition that occurs more than two (2) years after the Policy Date or date of the latest reinstatement, the Company's right of cancellation is only in relation to the Policy increase, change or addition.

Misstatement of Age and Sex

The premium rates for the Policy depend in part on the age and sex of the Life Insured as stated in the Application. If the date of birth or sex of a Life Insured has been misstated, we will recalculate the Sum Insured based on the premiums paid and the correct Insurance Age and sex of the Life Insured. The Sum Insured shall not exceed the Company's issue limits in effect at that time.

If, at the correct Insurance Age, the Policy would not have been issued, the Company can declare the Policy void, within the period allowed by law.

If, because of the misstatement, we accept a premium for a period or periods beyond the date coverage or premium payments would have ceased according to the correct Insurance Age, our only liability will be limited to the refund of all premiums paid for the period during which coverage would not have been in effect or premiums would not have been due.

Misstatement of Smoking Habits

Any misrepresentation made regarding the use of tobacco substances in the Application, Application for Reinstatement, or any supplement to either, shall be deemed fraudulent. The Policy shall be deemed void and no claim for benefits will be accepted. We will refund any premiums paid beyond the date of discovery of the misrepresentation.

10. GENERAL PROVISIONS

Application – In issuing the Policy, we have relied on the information provided in the application for insurance which includes the application form completed and submitted in connection with the Policy, and statements and answers furnished as evidence of insurability, whether on paper or in electronic format. All such statements are deemed representations and not warranties. The Company assumes that these statements are true and complete to the best of the knowledge and belief of those who made them.

Assignment – You may assign the Policy by filing a notice of the assignment with our Head Office. We are not responsible for the validity or legal effect of any assignment or actions taken by us before receiving notice of the assignment.

Contract – The entire contract consists of the Policy Information Page, this Policy, any riders or endorsements or amendments for intended attachment to this Policy, the application and any application for reinstatement along with any medical evidence, written statements and answers provided as evidence of insurability.

Changes to the Contract – Only an authorized officer of the Company can change, modify or waive any provisions of the Policy, and then only in writing. No agent, broker or financial advisor is authorized to change, modify or waive any provisions of this contract.

Currency – All payments either to or by us will be in Canadian dollars.

Language – The parties expressly consent that this Policy as well as other documents, agreements, notices relating to them be drafted in English. Les parties reconnaissent expressément que le présent contrat ainsi que tous les documents, conventions ou avis s’y rattachant directement ou indirectement soient rédigés en langue anglaise.

Limitation of Actions – 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 the applicable legislation).

Non-participating – The Policy does not participate in our profits or surplus.

Right to Review - This policy may be cancelled by the Life Insured within 30 days after it has been delivered, in which event this Policy will be deemed to have never come into effect and any premium paid shall be refunded. In order to cancel this Policy, the Life Insured must deliver the original of this Policy to the Company, along with a written request for cancellation, to the Company’s Head Office.

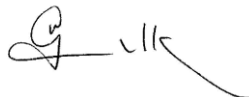
Termination by You – You may terminate the Contract at any time by giving us written notice of termination to our Head Office.

Values - This Policy has no loan, cash surrender, reduced paid-up or maturity values.

Signed for and on behalf of BMO Life Assurance Company



Peter McCarthy
President and Chief Executive Officer



Vandra M. Goedvolk
Corporate Secretary