# GROUP CREDIT INSURANCE SCHEDULE OF INSURANCE

Certificate No:

Group Credit Insurance Policy Nos: GM628

Effective Date of Insurance:

Birth Date of Insured Account Holder:

Insured Account Holder: (Herein called "You" or "Your")

The monthly Insurance Rate shown below will be applied per one hundred dollars (\$100) of the INSURED OUTSTANDING MONTHLY BALANCE OF YOUR ROGERS BANK ACCOUNT ON YOUR STATEMENT DATE, INCLUDING ANY APPLICABLE OPTIONAL FINANCING PROGRAMS (AS DESCRIBED IN YOUR ROGERS BANK CARD CARDHOLDER AGREEMENT). APPLICABLE TAXES WILL BE ADDED.

Total Insurance Rate per \$100 is \$.99

Group Credit Insurance Policy Holder (Creditor): ROGERS BANK

# **CERTIFICATE OF INSURANCE**

Issued by

Canadian Premier Life Insurance Company
Head Office: 25 Sheppard Avenue West, Suite 1400, Toronto, Ontario M2N 6S6
Administration Office: PO Box 914, Station A, Toronto, Ontario M5W 1G5
canadianpremier.ca
(Herein called "We", "Our", "Us" or "Canadian Premier")

The Insurance Rate is subject to change as provided in the Group Credit Insurance Policy. You shall be given written notice of any such change. Such notice should be attached to this Certificate. The Creditor shall furnish to You each month a statement of (1) the amount of the insurance premium; (2) the amount of the insured indebtedness to which the Insurance Rate was applied; and (3) the date such Insurance Rate was applied. The premium shall be payable to Us monthly. It is agreed that You hereby authorize the Creditor to directly debit Your Account(s) each month in order to pay the said insurance premium.

# PLEASE READ YOUR CERTIFICATE

The insurance coverage provided in this Certificate is voluntary. If you do not want this coverage and wish to cancel the Certificate send it back to Us or call 1-866-249-0515. If You do so within thirty (30) days from the Effective Date, the Creditor will credit Your Rogers Bank Account for any premium charged to You for this coverage.

**NOTICE:** This Certificate constitutes evidence of any and all insurance coverage provided under the Group Credit Insurance Policy during the continuance of Your Rogers Bank Account, and replaces and cancels any Certificate previously issued by Us under any Group Credit Insurance Policy issued to the Creditor. Coverage will continue as long as the above numbered Group Credit Insurance Policy remains in force and the required insurance premium is paid.

The insurance provided covers the Creditor's interest and Yours, up to a maximum of twenty thousand dollars (\$20,000) for your Rogers Bank Account.

This is to certify that You, when indebted (Account Holder only) to the Creditor under a Rogers Bank Account agreement, are insured under the provisions of the Group Credit Insurance Policy with certain benefits, subject to all its terms, conditions, limitations, and exceptions.

**ELIGIBILITY:** This Group Credit Insurance coverage is limited to individuals who are indebted to the Creditor under a Rogers Bank Account and who request the insurance and agree to pay the insurance premium of such insurance to the Creditor.

**INSURING AGREEMENT:** As long as the above indicated Group Credit Insurance Policy remains in force and You continue to pay the required insurance premium, if any, You have coverage thereunder for the amount of the then outstanding insured indebtedness to the Creditor or twenty thousand dollars (\$20,000) per insured account, whichever is less.

**REFUNDS:** If You cancel Your insurance within the thirty (30) day review period, the Creditor shall promptly refund to You or credit to Your Account any premium paid by You to the Creditor. If Your insurance is terminated for any reason at any other time, no refund will be paid to You as Your premium is billed in arrears and not in advance.

#### **DEFINITIONS**

ACCIDENTAL DEATH means death as a result of external, violent and purely accidental means, sustained directly and independently of all other causes. The accident causing such death must occur after the Effective Date, and while this Certificate is in force. The death must occur within one hundred (100) days following the date of the accident.

BILLING DATE means the date the Insured Account Holder is billed for all unpaid charges and fees made during the billing cycle.

CREDITOR means to whom the debt is owed.

CRITICAL ILLNESS means one of the following:

- (1) Internal Cancer
- (2) Heart Attack
- (3) Stroke

DIAGNOSIS means the time when a Specialist establishes, using tests or other diagnostic methods, that You have a specific Critical Illness.

DISABILITY/DISABLED means the condition of being prevented from performing the regular duties of Your employment and engaging in any other employment or occupation for which You are reasonably suited by education, training or experience for compensation or profit.

Pregnancy is considered a Disability only if it is defined as high-risk by Your attending Physician.

EFFECTIVE DATE means the date the insurance is in force as shown on the Schedule of Insurance.

EMPLOYED or EMPLOYMENT means employed on a full-time basis for a minimum of thirty (30) hours per week or a part time basis for a minimum of twenty (20) hours per week.

HEART ATTACK means a myocardial infarction secondary to other sclerotic coronary artery disease as diagnosed by electrocardiogram (EKG) changes and elevations of blood markers of cardiac muscle damage in association with chest pain and/or other diagnostic tests.

HOSPITAL means an institution which:

- (1) is operated pursuant to law; and
- (2) is primarily engaged in providing or operating either on its premises or in facilities available to the hospital on a prearranged basis and under supervision of a staff of one (1) or more duly licensed Physicians, medical, diagnostic, and major surgery facilities for medical care and treatment of sick and injured persons on an inpatient basis; and
- (3) provides twenty-four (24) hour nursing service by or under the supervision of registered nurses (RNs).

HOSPITAL does not include an institution or that part of an institution operated primarily as:

- (1) convalescent home, convalescent, rest or nursing facility; or
- (2) facility primarily affording custodial or educational care; or
- (3) facility for the aged, drug addicts or alcoholics.

HOSPITALIZATION/HOSPITALIZED means that You are admitted to Hospital as a result of accidental bodily injury or sickness, and remain in a Hospital for a minimum of three (3) consecutive days.

IMMEDIATE FAMILY means You, Your Spouse, or the parent, child, brother, or sister of You or Your Spouse.

INSURED ACCOUNT HOLDER means the name to whom the account is issued.

INTERNAL CANCER means malignancy, characterized by the uncontrolled growth and metastatic spread of malignant cells. This does not include skin cancer, but it does include malignant melanoma, Stage II or higher. The date of diagnosis of cancer means the date of pathological examination of the involved tissue.

INVOLUNTARY UNEMPLOYMENT means that You have lost Your Employment involuntarily.

INVOLUNTARY LOSS OF SELF-EMPLOYMENT means You have lost Your Self-Employment involuntarily due to a closure of Your business for causes not within Your control, resulting in a bankruptcy of Your business.

OUTSTANDING BALANCE means the amount that appears on Your account statement issued as of the last billing date prior to the date of Death, Hospitalization, Involuntary Unemployment, Involuntary Loss of Self-Employment, Disability or Critical Illness.

PHYSICIAN means a medical doctor who is duly licensed and legally qualified to diagnose and treat sickness and injuries. Such person must be providing services within the scope of his or her license. The Physician cannot be a member of Your Immediate Family.

PRE-EXISTING CONDITION means any condition for which You received medical advice, consultation or treatment, or would have caused a reasonably prudent person to seek medical advice, consultation or treatment, within six (6) months preceding the Effective Date of coverage and which caused Disability within six (6) months following the Effective Date of coverage.

SELF-EMPLOYMENT/SELF-EMPLOYED means You have worked a minimum of 20 hours per week in a business in which You are at least a fifty percent owner for a minimum of 3 consecutive months immediately before the date of Your Involuntary Loss of Self-Employment.

SPECIALIST means a licensed Physician in the jurisdiction in which he/she is practicing and who has been trained in the specific area of medicine relevant to the covered Critical Illness condition for which 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 the Insurer, a condition may be Diagnosed by a qualified Physician practicing in Canada. Specialist includes, but is not limited to, cardiologist, neurologist and oncologist. You cannot be the Specialist nor can the Specialist be in Your Immediate Family.

SPOUSE means a person who is legally married to You; or who cohabits with You and has been publicly represented as Your spouse for a period of at least twelve (12) consecutive months prior to the date of loss.

STROKE means the irreversible death of brain tissue caused by thrombosis, embolism or hemorrhage. Stroke must be diagnosed by a Physician and be supported by structural changes seen on a CT scan, MRI or similar imaging tests.

TOTALLY DISABLED means the condition of being prevented from performing the regular duties of Your employment and engaging in any other employment or occupation for which You are reasonably suited by education, training or experience for compensation or profit.

#### WHEN COVERAGE BEGINS

Your Rogers Bank Balance Protection Insurance begins on the Effective Date, as indicated in the above Schedule of Insurance.

#### WHEN COVERAGE ENDS

All of Your coverage under Rogers Bank Balance Protection Insurance ends on the earliest of:

- The date You are more than ninety (90) days delinquent in making any required payments, including the insurance premium, to the Creditor (In Quebec, fifteen (15) days prior notice in writing will be provided to You where a premium is in default, prior to cancellation of the Policy);
- The date of termination or cancellation of the Group Credit Insurance Policy, on thirty (30) days' notice to You by First Class mail to Your last known address;
- The next billing cycle date of the insured credit card after Canadian Premier receives written or verbal notification from You canceling the insurance;
- The date that Your insured credit card account privileges are revoked by Rogers Bank;
- The date that Your insured credit card account is closed and Your account is removed from the records of the card issuer due to account inactivity as described in Your Cardholder Agreement;
- The date of Your death; and
- The date Rogers Bank or Canadian Premier terminates the Policy.

Your Disability, Involuntary Unemployment and Involuntary Loss of Self-Employment Insurance coverage ends on the next billing cycle date of the insured credit card after Your sixty-fifth (65th) birthday.

Your Life, Hospitalization and Critical Illness Insurance coverage ends on the next billing cycle date of the insured credit card after Your seventieth (70th) birthday.

## NO OVERLAPPING BENEFITS

Subject to the terms and limitations of the Policy, if two or more benefit amounts are payable during any one billing cycle period of the insured credit card:

- Only one benefit amount will be paid to a maximum of twenty thousand dollars (\$20,000); and
- The largest of any benefit amounts payable will be paid.

For example, if You suffer a Critical Illness and a Hospitalization in the same billing cycle, We will pay only the Critical Illness benefit amount for that billing cycle.

## LIFE INSURANCE BENEFIT

We will pay the benefit amount to the Creditor immediately upon due proof of Your death after the Effective Date. The Life Insurance benefit is the Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date of death, up to a maximum of twenty thousand dollars (\$20,000). If the Life Insurance claim is approved, Canadian Premier will pay the benefit to Rogers Bank to be applied to the insured credit card.

Charges to the insured credit card after the last billing cycle date prior to the date of death are not covered.

Your estate is responsible for payments on the insured credit card until the claim is approved. Thereafter, Your estate remains responsible for any amounts owing to Rogers Bank on the insured credit card that are not paid off by this insurance.

## **EXCLUSIONS AND LIMITATIONS**

A Life Insurance benefit will not be paid on Your death if:

- You commit suicide, whether sane or insane, within six (6) months of the Effective Date;
- You were age seventy (70) or greater on the last billing cycle date of the insured credit card prior to the date of Your death;
- You were not eligible for coverage under the Policy when You applied;
- the insurance is not in force on the date of death; or
- an Accidental Death Benefit is paid.

#### **ACCIDENTAL DEATH INSURANCE BENEFIT**

We will pay the benefit amount to the Creditor immediately upon due proof of Your Accidental Death after the Effective Date. The Accidental Death Insurance benefit is the Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date of Accidental Death, up to a maximum of twenty thousand dollars (\$20,000). If the Accidental Death Insurance claim is approved, Canadian Premier will pay the benefit to Rogers Bank to be applied to the insured credit card.

Charges to the insured credit card after the last billing cycle date prior to the date of Accidental Death are not covered.

Your estate is responsible for payments on the insured credit card until the claim is approved. Thereafter, Your estate remains responsible for any amounts owing to Rogers Bank on the insured credit card that are not paid off by this insurance.

## **EXCLUSIONS AND LIMITATIONS**

An Accidental Death Insurance benefit will not be paid on Your death if:

- You are under the age seventy (70) on the last billing cycle date of the insured credit card prior to the date of Your Accidental Death;
- You were not eligible for coverage under the Policy when You applied;
- the insurance is not in force on the date of death; or
- a Life Insurance benefit is paid.

No benefit will be paid for any Accidental Death that is caused by, results from or contributed to by:

- an intentionally self-inflicted injury, suicide, or any attempt at suicide, while sane or insane:
- any active participation in a riot, insurrection or war, either declared or undeclared;
- Your taking or using any narcotic, barbiturate or any other drug or medication, unless taken or used as prescribed by a Physician;
- Your blood alcohol level being eighty (80) mg of alcohol per one hundred (100) ml of blood or higher:
- Your operating or riding in any kind of aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight;
- Your committing or attempting to commit a criminal offence or an assault or being engaged in an illegal activity:
- engaged in an illegal activity;
   sickness, bodily or mental infirmity or their medical or surgical treatment including diagnosis (except bacterial infections which result from an Injury) or mental disease or disorder;
- voluntary gas inhalation or poison voluntarily taken, administered or inhaled;
- taking alcohol in combination with any drug, medication or sedative;
- West Nile virus however contracted;
- military or combat activities while serving in the armed forces in any country or international authority: or
- a Life Insurance benefit is paid.

## INVOLUNTARY UNEMPLOYMENT INSURANCE BENEFIT

For each occurrence of Involuntary Unemployment, the monthly Involuntary Unemployment Insurance benefit is equal to the greater of ten dollars (\$10) or three percent (3%) of the Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date of Your Involuntary Unemployment, up to a maximum of twenty thousand dollars (\$20,000).

The maximum amount of all monthly Involuntary Unemployment Insurance benefits for any one period of Involuntary Unemployment is the lesser of:

- The Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date of Your Involuntary Unemployment; and
- Twenty thousand dollars (\$20,000).

If Your Involuntary Unemployment Insurance claim is approved, Canadian Premier will pay the benefit to Rogers Bank to be applied to the insured credit card.

The claim payment will be pro-rated if a benefit is payable for a portion of the billing cycle period of the insured credit card.

Charges to the insured credit card during an Involuntary Unemployment Insurance claim period will not change the amount of the Involuntary Unemployment Insurance benefit payable to Rogers Bank.

You are responsible for payments on the insured credit card until the claim is approved. Thereafter, You remain responsible for any amounts owing to Rogers Bank on the insured credit card that are not paid off by this insurance.

## PROOF OF INVOLUNTARY LOSS OF EMPLOYMENT

In order to qualify for Involuntary Loss of Employment Benefits You must verify that You are registered and eligible for benefits with Human Resources Development Canada, under the Employment Insurance Act (EI).

Registration should begin within fifteen (15) days after the date of involuntary loss of employment and must continue for the entire period of the payment of benefits so long as You remain eligible for EI benefits, failing which, payments will be suspended until registration or re-registration occurs. Upon Our request, You will give proof of Your continuing Unemployment by submitting an affidavit, provided by Us, to be signed by You and a witness.

## **ELIGIBILITY REQUIREMENTS**

There is a waiting period for Involuntary Unemployment Insurance benefits.

You must be wholly and continuously Involuntary Unemployed for a minimum of thirty (30) consecutive days from the date of Your Involuntary Unemployment.

Upon approval of Your Involuntary Unemployment claim, Your benefit payments will be paid to Rogers Bank following the end of the waiting period, and are paid retroactively to the date of Your Involuntary Unemployment.

## WHEN INVOLUNTARY UNEMPLOYMENT INSURANCE BENEFIT ENDS

Your Involuntary Unemployment Insurance benefits for each claim of Involuntary Unemployment will end on the earliest of the date:

- You return to work, or You engage in any business or occupation for wages or profit;
- You have received benefits equal to the amount of the Outstanding Balance owing to Rogers Bank on Your insured credit card as indicated on the last billing cycle date prior to the date of Your Involuntary Unemployment; and
- You have received benefits equal to twenty thousand dollars (\$20,000).

# **EXCLUSIONS AND LIMITATIONS**

An Involuntary Unemployment Insurance benefit will not be paid if:

- Your Involuntary Unemployment occurs within the first thirty (30) days from the Effective Date:
- You have not been Employed by the same employer for three (3) consecutive months immediately before the date of Involuntary Unemployment;
- You have not been working a minimum of thirty (30) hours per week on a full time basis, or twenty (20) hours per week on a part time basis immediately before the date of Involuntary Unemployment;
- You became Involuntarily Unemployed before the Effective Date;
- You have an approved and non-terminated Disability claim under the Policy on the date of Involuntary Unemployment;
- You were age sixty-five (65) or greater on the last billing cycle date of the insured credit card prior to the date of Your Involuntary Unemployment;
- You are terminated by Your employer for cause;
- You quit or voluntarily end Your Employment;
- You retire, whether mandatory or voluntary:
- You had received notice of Your pending Involuntary Unemployment prior to applying for Rogers Bank Balance Protection Insurance;
- You are on maternity or parental leave;
- Your Involuntary Unemployment is due to loss of seasonal employment or strikes, lock-outs or other labour disputes:
- Your Involuntary Unemployment results from an accident or illness, mental or physical;
- You are Self-Employed;

- You are terminated by Your employer as a result of Your commission or attempted commission of a criminal offense:
- You were not eligible for coverage under the Policy when You applied; or
- the insurance is not in force on the date of Involuntary Unemployment.

## ADDITIONAL CHARGES DURING CLAIM PERIOD

Coverage shall not apply to additional charges made during the period for which You are collecting benefits for Involuntary Unemployment coverage under this Group Credit Insurance Policy.

## **RE-ELIGIBILITY**

When payments have been completed for a claim under this Part, You must resume Employment for a period of thirty (30) consecutive calendar days to become eligible for a further claim under this Part.

# INVOLUNTARY LOSS OF SELF-EMPLOYMENT INSURANCE BENEFIT

If you experience an Involuntary Loss of Self-Employment for at least ninety (90) consecutive days, this coverage pays a benefit for each billing cycle while you are continuing to experience Involuntary Loss of Self-Employment.

The amount of the Involuntary Loss of Self-Employment Insurance benefit for each billing cycle is equal to the greater of: ten dollars (\$10) dollars or three percent (3%) of the Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date of Your Involuntary Loss of Self-Employment, up to a maximum of twenty thousand dollars (\$20,000).

The maximum amount of all monthly Involuntary Loss of Self-Employment Insurance benefits for any one period of Involuntary Loss of Self-Employment is the lesser of:

- The Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date of Your Involuntary Loss of Self-Employment; and
- Twenty thousand dollars (\$20,000).

If Your Involuntary Loss of Self-Employment Insurance claim is approved, Canadian Premier will pay the benefit to Rogers Bank to be applied to Your insured credit card.

The claim payment will be pro-rated if a benefit is payable for a portion of the billing cycle period of the insured credit card.

Charges to the insured credit card during an Involuntary Loss of Self- Employment Insurance claim period will not change the amount of the Involuntary Loss of Self-Employment Insurance benefit payable to Rogers Bank.

You are responsible for payments on the insured credit card until the claim is approved. Thereafter, You remain responsible for any amounts owing to Rogers Bank on the insured credit card that are not paid off by this insurance.

# **ELIGIBILITY REQUIREMENTS**

There is a waiting period for Involuntary Loss of Self-Employment Insurance benefits.

Involuntary Loss of Self-Employment Insurance benefits are payable starting from the billing cycle immediately following ninety (90) consecutive days from the date of Your Involuntary Loss of Self-Employment, provided that in the ninety (90) days following the date of Your Involuntary Loss of Self-Employment, You are not Employed or Self-Employed.

Upon approval of Your Involuntary Loss of Self-Employment claim, Your benefit payments will be paid to Rogers Bank following the end of the 90-day waiting period. Your benefits are paid retroactively to the date of the last billing cycle of Your insured credit card prior to the date of Your Involuntary Loss of Self-Employment.

# WHEN INVOLUNTARY LOSS OF SELF-EMPLOYMENT INSURANCE BENEFIT ENDS

Your Involuntary Loss of Self-Employment Insurance benefits for each claim of Involuntary Loss of Self-Employment will end on the earliest of the date:

You are or become Employed, or You engage in any business or occupation for wages or profit;

- You have received benefits equal to the amount of the Outstanding Balance owing to Rogers Bank on Your insured credit card as indicated on the last billing cycle date prior to the date of Your Involuntary Loss of Self- Employment;
- You have received benefits equal to twenty thousand dollars (\$20,000); and
- of Your death.

## **EXCLUSIONS AND LIMITATIONS**

An Involuntary Loss of Self-Employment Insurance benefit will not be paid if:

- Your Involuntary Loss of Self -Employment occurs within the first thirty (30) days from the Effective Date;
- Your Involuntary Loss of Self-Employment was less than ninety (90) consecutive days;
- You have not been working a minimum of twenty (20) hours per week in a business in which You were at least a fifty percent owner for three (3) consecutive months immediately before the date of Your Involuntary Loss of Self-Employment;
- Your Involuntary Loss of Self-Employment began before the Effective Date;
- You have an approved and non-terminated Disability claim under the Policy on the date of Your Involuntary Loss of Self-Employment;
- You were age sixty five (65) or greater on the last billing cycle date of the insured credit card prior to the date of Your Involuntary Loss of Self-Employment;
- Your Involuntary Loss of Self-Employment results from an accident or illness, mental or physical:
- Your business is closed directly or indirectly due to Your commission or attempted commission of a criminal offense;
- You were not eligible for coverage under the Policy when You applied; or
- the insurance is not in force on the date of Your Involuntary Loss of Self-Employment.

# ADDITIONAL CHARGES DURING CLAIM PERIOD

Coverage shall not apply to additional charges made during the period for which You are collecting benefits for Involuntary Loss of Self-Employment coverage under this Group Credit Insurance Policy.

# **RE-ELIGIBILITY**

When payments have been completed for a claim under this Part, You must resume Self-Employment for a period of ninety (90) consecutive calendar days to become eligible for a further claim under this Part.

# **DISABILITY INSURANCE BENEFIT**

For each occurrence of a Disability, the monthly Disability Insurance benefit is equal to the greater of ten dollars (\$10) or three percent (3%) of the Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date Your Disability begins, up to a maximum of twenty thousand dollars (\$20,000).

The maximum amount of all monthly Disability benefits for any one period of Disability, including any recurrence of a Disability, is the lesser of:

- The Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date of Your Disability; and
- twenty thousand dollars (\$20,000).

If it is determined You are permanently and Totally Disabled, Canadian Premier may choose, in its sole discretion, to make the monthly payments as provided above or pay to Rogers Bank the lesser of:

- The Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date of Your Disability; and
- Twenty thousand dollars (\$20,000).

If Your Disability Insurance claim is approved, Canadian Premier will pay the benefit to Rogers Bank to be applied to the insured credit card.

The claim payment will be pro-rated if a benefit is payable for a portion of the billing cycle period of the insured credit card.

Charges to the insured credit card during a Disability Insurance claim period will not change the amount of the Disability Insurance benefit payable to Rogers Bank.

You are responsible for payments on the insured credit card until the claim is approved. Thereafter, You remain responsible for any amounts owing to Rogers Bank on the insured credit card that are not paid off by this insurance.

#### **ELIGIBILITY REQUIREMENTS**

There is a waiting period for Disability Insurance benefits. For each claim of Disability, You must be wholly and continuously Disabled for a minimum of:

- Thirty (30) consecutive days if You are working on a permanent full time basis for a minimum of thirty (30) hours per week, or a permanent part time basis for a minimum of twenty (20) hours per week; or
- Sixty (60) consecutive days if You are not working on a permanent full time basis for a minimum of thirty (30) hours per week, or a permanent part time basis for a minimum of twenty (20) hours per week.

Your Physician must submit a statement stipulating that You are totally and continuously Disabled and unable to resume Employment or Self-Employment because of Your Disability. We may thereafter require additional certification of total and continuous Disability.

Upon approval of Your Disability claim, Your benefit payments will be paid to Rogers Bank following the end of the applicable waiting period, and are paid retroactively to the date the Disability began.

If the same or a related Disability recurs within twenty-one (21) consecutive days of recovery or You return to work, Your Disability will be treated as a continuation of the same period of Disability but no benefits will be payable for the period You worked. Your benefit payments will begin again without a waiting period and in the same amount as before, after You have provided proof to Canadian Premier of the recurrence of Your Disability.

You are responsible for payments on the insured credit card until the claim is approved. Thereafter, You remain responsible for any amounts owing to Rogers Bank on the insured credit card that are not paid off by this insurance.

# WHEN DISABILITY INSURANCE BENEFIT ENDS

Disability Insurance benefits for each claim of Disability will end on the earliest of the date:

- Your Disability ends, as determined by Canadian Premier;
- You return to work;
- You are not regularly attended to by a licenced Physician or surgeon, other than You or a member of Your family;
- You have received benefits equal to the Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date of Your Disability; and
- You have received benefits equal to twenty thousand dollars (\$20,000).

## **EXCLUSIONS AND LIMITATIONS**

# A Disability Insurance benefit will not be paid if:

- You were Disabled for less than thirty (30) consecutive days; You were Disabled for less than sixty (60) consecutive days and You are not working on a permanent full time basis for a minimum of thirty (30) hours per week, or a permanent part time basis for a minimum of twenty (20) hours per week if not Self-Employed;
- You were Disabled for less than sixty (60) consecutive days and You are not working a minimum of twenty (20) hours per week in a business in which You were at least a fifty percent owner for three (3) consecutive months immediately before the date of Your Involuntary Loss of Self-Employment if Self- Employed;
- You became Disabled before the Effective Date;
- You became Disabled as the result of a Pre-existing Condition;
- You are not regularly attended to by a licenced physician or surgeon, other than You or a member of Your family;
- You have received the Critical Illness Insurance benefit under the Policy, and the Critical Illness for which You received the Critical Illness Insurance benefit is the cause of Your
- You have an approved and non-terminated Involuntary Unemployment claim under the Policy on the date of Disability:
- You were age sixty-five (65) or greater on the last billing cycle date of the insured credit card prior to the date of Your Disability;
- Your Disability results from committing or attempting to commit a criminal offense;

- Your Disability results from a mental, nervous, psychological, emotional or behavioural disorder unless You are under the full-time care of a licenced psychiatrist;
- Your Disability results from You attempting suicide;
- Your Disability results from intentionally self-inflicted injury, whether You are sane or insane;
- Your Disability results from normal Pregnancy;
- Your Disability results from drug or alcohol abuse, unless You are confined in a Hospital or participating in a rehabilitation program approved by Canadian Premier, which started after the Effective Date;
- Your Disability results from the use or taking of any narcotic, barbiturate or any other drug by You, unless taken or used as prescribed by a Physician;
- Your Disability results from Your blood alcohol level being eighty (80) mg of alcohol per one hundred (100) ml of blood or higher;
- You were not eligible for coverage under the Policy when You applied; or
- the insurance is not in force on the date of Disability.

# ADDITIONAL CHARGES DURING CLAIM PERIOD

Coverage shall not apply to additional charges made during the period for which You are collecting benefits for Disability coverage under this Group Credit Insurance Policy.

## **RE-ELIGIBILITY**

When payments have been completed for a claim under this Part, You must resume Employment or Self-Employment for a period of thirty (30) consecutive calendar days to become eligible for a further claim under this Part.

# **CRITICAL ILLNESS BENEFIT**

If You are Diagnosed with Internal Cancer, Heart Attack, or Stroke, We will pay the Outstanding Balance to the Creditor. Only one Critical Illness Benefit will be paid to You upon the first Diagnosis of any Critical Illness. We will pay the Outstanding Balance up to a maximum of twenty thousand dollars (\$20, 000).

# **ELIGIBILITY REQUIREMENTS**

To be eligible for the Critical Illness Benefits, You shall (a) have been insured under this Group Credit Insurance Policy for more than sixty (60) days; and (b) be living on the thirty-first (31st) day following the date of diagnosis of Internal Cancer, Heart Attack or Stroke by a Physician.

# **EXCLUSIONS AND LIMITATIONS**

# **Exclusions and Limitations for Cancer**

- (1) No benefit will be payable under this condition for the following Cancers:
  - (a) carcinoma in situ;
  - (b) Stage 1A malignant melanoma (melanoma less than or equal to 1.0 mm in thickness, not ulcerated and without Clark level IV or V invasion);
  - (c) any non-melanoma skin cancer that has not metastasized;
  - (d) Stage A (T1a orT1b) prostate cancer;
  - (e) borderline tumours and carcinoid tumours that have not metastasized;
  - (f) AIDS or related HIV condition; or
- (2) No benefit will be payable if, within ninety (90) days following the Effective Date, or the date of any reinstatement, You have any signs, symptoms or investigations that lead to a Diagnosis of Cancer within one (1) year following the Effective Date or the date of any reinstatement.

## **Exclusions for Heart Attack**

No benefit will be payable under this condition for:

- (1) elevated biochemical cardiac markers as a result of an invasive cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves; or
- (2) ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition.

#### **Exclusions for Stroke**

No benefit will be payable under this condition for:

- (1) transient ischaemic attacks;
- (2) intracerebral vascular events due to trauma; or
- (3) lacunar infarcts which do not meet the definition of Stroke.

## HOSPITALIZATION INSURANCE BENEFIT

The Hospitalization Insurance benefit pays up to two (2) minimum monthly payments retroactively based on the last statement balance beginning with the third (3rd) day of Hospitalization due to accident or sickness of the Outstanding Balance owing to Rogers Bank on Your insured credit card on the last billing cycle date prior to the date of Your admittance to Hospital, up to a maximum of twenty thousand dollars (\$20,000). The Hospitalization Insurance benefit is paid once for each billing cycle period of the insured credit card during which you are Hospitalized, subject to a maximum of two payments per occurrence of Hospitalization.

If Your Hospitalization Insurance claim is approved, Canadian Premier will pay the benefit to Rogers Bank to be applied to the insured credit card.

In the event of multiple occurrences of Hospitalization during a billing cycle period of the insured credit card, only one benefit payment calculated as noted above is payable per billing cycle period.

You are responsible for payments on the insured credit card until the claim is approved. Thereafter, You remain responsible for any amounts owing to Rogers Bank on the insured credit card that are not paid off by this insurance.

# WHEN HOSPITALIZATION BENEFIT ENDS

Your Hospitalization Insurance benefits for each occurrence of Hospitalization will end on the earliest of the date:

- You are discharged from the Hospital;
- You have received two benefit payments as described above;
- You have received benefits equal to the amount of the Outstanding Balance owing to Rogers Bank on Your insured credit card as indicated on the last billing cycle date prior to the date of Your admittance to Hospital; and
- You have received benefits equal to twenty thousand dollars (\$20,000).

## **EXCLUSIONS AND LIMITATIONS**

A Hospitalization Insurance benefit will not be paid if:

- You are receiving Disability, Involuntary Loss of Self-Employment or Involuntary Unemployment benefits under the Policy;
- You are age seventy (70) or greater on the last billing cycle date of the insured credit card prior to the date of Hospitalization;
- You have already received a Hospitalization Insurance Benefit payment for the insured credit card billing cycle period in which the Hospitalization occurs;
- Your Hospitalization results from a Pre-existing Condition;
- Your Hospitalization was not due to accidental bodily injury or sickness;
- Your Hospitalization is as the result of:
  - Pregnancy, or complications thereof; or
  - Intentionally self-inflicted injury;
- Your Hospitalization is the result of foreign travel or residence;
- Your Hospitalization is the result of a flight on non-scheduled aircraft;
- Your Hospitalization is the result of war or military service;
- You were not eligible for coverage under the Policy when You applied; or
- the insurance is not in force on the date of admittance to Hospital.

# **CLAIMS PROVISIONS**

You must provide Canadian Premier with notice of Your claim by contacting the customer service office at 1-866-249-0515.

Your claim should be made as soon as possible after the date of the applicable insured event. To the extent permitted by law, notice and proof of a claim must be provided to Canadian Premier within the later of: (a) sixty (60) days: of the date of death; of the Date of Diagnosis of Critical Illness; following the

applicable waiting period; or, of the date of Hospital admission; or (b) the shortest applicable limit of time established by law in the province in which You reside. Failure to report said loss within the stated period of time may invalidate any claim under this Certificate for such loss, if such delay has prejudiced Canadian Premier's ability to confirm the validity of the claim.

Once You have notified Canadian Premier of the claim, they will send You a claim form within fifteen (15) days of the notification date. Please complete the claim form, and return it to Canadian Premier. Please note that Canadian Premier may request additional documentation in order to assess Your claim.

Upon request by Canadian Premier, You must provide proof of Your continuing Disability, Involuntary Unemployment or Involuntary Loss of Self-Employment each month by submitting a continuing claim form or other document(s) requested by Canadian Premier.

#### Claim Forms

We will furnish forms for proof of claim within thirty (30) days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the events giving rise to the claim.

#### **Proof of Claim**

Written proof of claim satisfactory to Us must be furnished to Us within ninety (90) days after the date the claim arose. Failure to furnish such proof within such time will not invalidate nor reduce any claim, if it is shown not have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event later than one (1) year after the date the claim arose.

# **Payment of Claims**

All benefits provided for in this Certificate will be paid upon receipt of due proof. No benefit payable under this Certificate shall bear interest.

This Policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

## **Settlement of Claims**

The Creditor may not act on Our behalf in the settlement of claims.

# **Medical Examination**

We at Our expense will have the right and opportunity to examine Your person when and as often as We may reasonably require while a claim is pending under this Certificate.

## **GENERAL PROVISIONS**

#### **Entire Contract**

Your Certificate is furnished in accordance with and subject to the terms of the Policy. It is not part of the Policy but evidence of the insurance provided under the Policy. The application, the Policy, and any document attached to the Policy when issued, and any amendment to the Policy agreed upon in writing after it is issued constitutes the entire contract. No agent has authority to change the contract or waive any of its provisions.

#### Currency

All references to dollars in this Certificate mean Canadian dollars.

# **Payment of Premium**

All premiums due by the terms of the Policy shall be paid by the Creditor to Our Head Office on or prior to the day they are due.

If at any time the Creditor refuses to accept such payments and pay to Us the premium for You, You must pay such premium directly to Our Head Office on or prior to the day it is due.

## **Expiry of the Policy**

The expiry of the Policy or of one of its provisions shall not be opposable to any claim which occurred during the period in which the Policy is in effect.

#### Interest

No benefit payable under this Certificate shall carry interest.

#### Legal 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 (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out In the Quebec Civil Code.

Resident of Saskatchewan, New Brunswick, Nova Scotia, Newfoundland, P.E.I., Yukon, Northwest Territories and Nunavut: No legal action may be brought against Canadian Premier unless it is brought within the longer of: (a) 12 months from the date You are notified in writing that no benefits are payable; or (b) the shortest applicable limit of time established by law in the province in which You reside.

# **Time Limitations**

If any time limitation specified in this Certificate for giving Notice of Claim or furnishing Proof of Claim or commencing legal action is less than that permitted by the law of the province or territory in which You reside at the time this Certificate is issued, then the time limitation will not be less than that provided for by such provincial or territorial.

#### Waiver

We shall be deemed not to have waived any condition of this Certificate either in whole or in part, unless the waiver is clearly expressed in writing signed by us.

#### **Clerical Error**

A clerical error in the records relative to this insurance shall not invalidate insurance or cause insurance to be in force or to continue in force. Upon discovery of such error an equitable adjustment shall be made in the premium.

# **Governing Law**

This Certificate shall be governed by and interpreted in accordance with the laws of the Province or Territory of your residence within Canada.

## **Additional Information**

Should You require more information about Rogers Bank Balance Protection Insurance, please contact Canadian Premier at 1-866-249-0515, or write to:

Canadian Premier Life Insurance Company PO Box 914, Station A Toronto, Ontario M5W 1G5

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## How to make a complaint?

To obtain information about how to make a complaint and Canadian Premier Life's complaints handling process, please call the Canadian Premier Life contact centre at 1-866-249-0515.

# Access to documents (British Columbia, Alberta and Manitoba)

You or any claimant may request a copy of Your application, any written evidence of insurability and the Group Policy (other than confidential commercial information or other information exempted from disclosure by applicable law).

#### Language

This Certificate has been drawn up in the English Language at your request. À votre demande, le présent certificat a été rédigé en anglais.

In Witness Whereof, Canadian Premier has caused this Certificate to be issued.

Chief Executive Officer Chief Legal Officer & Chief Compliance Officer

GC637C (rev 1219) Page 13 of 13 F94330 12-2019