

# Distribution Guide

Name of Insurance Product

## **Credit Insurance Plan**

Type of Insurance Product

## **Credit Insurance for Scotiabank Momentum MasterCard Cardholders**

### **Life, Accidental Death and Dismemberment, Disability, Hospitalization, Cancer and Loss of Employment Insurance**

#### Name and Address of the Insurer

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

Telephone (French): 1-800-663-9104  
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service@canadianpremier.ca

#### Name and Address of the Distributor

The Bank of Nova Scotia  
Attention: Insurance Inquiries

PO Box 9435, Station T  
Ottawa, Ontario K1G 3V1

French: 1-866-778-8103  
English: 1-866-286-4517

The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The insurer alone is responsible for any differences between the content of the guide and the policy.

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## DEFINITIONS

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The following words and expressions used in the **Distribution Guide** shall have the meaning set out below. In order to facilitate their identification, they are written in “bold” and “capitalized” wherever used in this **Distribution Guide**.

**Accidental Bodily Injury** means bodily injury caused directly by an accident and resulting independently of any other cause.

**Accidental Death** means death through accidental means sustained directly and independently of any other cause.

**Accidental Dismemberment** means (i) total and irrecoverable loss of sight of both eyes or (ii) loss of one hand or of one foot at or above the wrist or ankle. Loss of a hand or foot is defined as complete severance at or above the wrist or ankle joint.

**Account** means **Your** Scotiabank Momentum MasterCard credit card account.

**Attending Physician or Surgeon** means the attending physician or surgeon other than **You** or a member of **Your** immediate family licensed to practice medicine.

**Average Daily Balance** means the sum obtained by dividing the aggregate of all the daily balances of **Your Account** of a given period, by the number of days in that period.

**Beneficiary** means the **Creditor**.

**Cancer** means a malignancy, other than in the epithelial tissue of the skin, characterized by the uncontrolled growth and/or metastatic spread of malignant cells. This does not include skin cancer, but it does include malignant melanoma, Stage II or higher.

**Cardholder** means the principal cardholder in whose name the **Account** is issued and who has been approved for coverage. If the **Account** is issued in more than one name, the primary cardholder will be deemed the person who is named first on the billing statement.

**Certificate of Insurance** means the certificate of insurance issued by **Us** to insure the balance or certain payments due on **Your** Scotiabank Momentum MasterCard Account.

**Creditor** means The Bank of Nova Scotia, also referred to as Scotiabank.

**Date of Diagnosis of Cancer** means the date of the pathological examination of the affected tissue.

**Disabled, Totally Disabled, Disability or Total Disability** means a health condition preventing **You** from engaging in any business or **Employment** for which **You** are reasonably fitted to exercise by virtue of **Your** education, training or experience.

**Dismemberment** includes (i) total and irrecoverable loss of entire sight in both eyes; or (ii) loss of one hand; or (iii) loss of one foot. Loss of a hand or foot is defined as complete severance through or above the wrist or ankle joint.

**Distribution Guide** means this document related to Credit Insurance for Scotiabank Momentum MasterCard **Cardholders**.

**Effective Date** means the day, month and year shown in the **Schedule of Insurance**.

**Employment or Employed** means to be gainfully employed on a full-time permanent basis, for at least 25 hours per week at the time of loss.

**He, His and Him** refer to both genders.

**Monthly Benefit Payments** means the greater of (i) \$10; and (ii) 5% of **Your Account** balance, including any applicable optional financing programs (as described in **Your** Scotiabank Momentum MasterCard Cardmember Agreement), on the last monthly statement date prior to **Your Disability, Your** hospitalization or the loss of **Your Employment**.

**Outstanding Balance** means the amount that appears in the balance of **Your** Scotiabank Momentum MasterCard **Account** statement.

## DEFINITIONS

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**Pre-existing Condition** means a disease or physical condition which occurs within the first six (6) months of the **Effective Date of Your Certificate of Insurance**, that was diagnosed and for which treatment was received within six (6) months prior to the **Effective Date of Your Certificate of Insurance**, or for which a reasonable and diligent person would have obtained such a diagnosis or medical treatments within six (6) months preceding the **Effective Date of Your Certificate of Insurance**.

**Schedule of Insurance** means the schedule of insurance issued by **Us** that is attached to the **Certificate of Insurance**.

**Waiting Period** means the 30 consecutive days following the date of the **Disability**, of the hospitalization or of the loss of **Employment**, as the case may be.

**We, Us and Our** mean the insurer, Canadian Premier Life Insurance Company.

**You, Your and Insured** mean (i) for life insurance coverage, Accidental Death and Dismemberment coverage, the **Cardholder**; and (ii) for the Disability, Hospitalization, Cancer and Loss of Employment coverage, the **Cardholder** whose name appears on the **Account** and in the **Certificate of Insurance** issued to the Scotiabank Momentum Mastercard **Cardholder**.

## INTRODUCTION

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This **Distribution Guide** contains the essential information regarding the Credit Insurance Plan, which is offered exclusively to the holders of the Scotiabank Momentum MasterCard credit card. It is designed to help **You** decide, without the presence of an insurance representative, if the optional Credit Insurance Plan suits **Your** particular needs. The terms and conditions of the coverage for Life, Accidental Death and Dismemberment, Disability, Hospitalization, Cancer and Loss of Employment are contained in the **Certificate of Insurance GC644** that **You** will receive if **You** enrol for coverage. This **Certificate of Insurance** is underwritten by Canadian Premier Life Insurance Company under a group credit protection policy issued to the **Creditor**.

For any additional information about the Credit Insurance Plan, please contact **Us** at 1-800-663-9104 (English) or 1-800-661-6102 (French) or by email at: [service@canadianpremier.ca](mailto:service@canadianpremier.ca).

# I. DESCRIPTION OF THE PRODUCTS OFFERED

## Nature of Coverage

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The Credit Insurance Plan offers the following types of coverage as long as the **Cardholder** is indebted toward the **Creditor** pursuant to the **Account**:

- 
- **Life Insurance Coverage with Dismemberment Benefits** includes the following three plans:

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<b>1. Life Insurance Coverage:</b>	pays the <b>Outstanding Balance</b> on your <b>Account</b> as at the date of death or \$10,000, whichever is less, in the event of <b>Your</b> death.
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<b>2. Accidental Death Insurance Coverage:</b>	pays the <b>Outstanding Balance</b> on <b>Your Account</b> as at the date of <b>Accidental Death</b> or \$10,000, whichever is less, in the event of <b>Your</b> death.
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<b>3. Accidental Dismemberment Coverage:</b>	pays the <b>Outstanding Balance</b> on <b>Your Account</b> as at the date of <b>Accidental Dismemberment</b> or \$10,000, whichever is less, in the event of <b>Your Dismemberment</b> .
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- **Disability Insurance Coverage - Monthly Benefit:** pays the **Monthly Benefit Payment** while **You** are **Disabled**, up to a maximum of \$10,000 or twelve (12) billing periods, whichever occurs first.
- 

- **Disability Insurance Coverage - Lump Sum:** pays the **Outstanding Balance** on **Your Account**, established as of the billing date prior to **Your Disability**, less any amount paid as disability insurance monthly benefit or \$10,000, whichever is less.
- 

- **Hospitalization Insurance Coverage:** pays the **Monthly Benefit Payment** while **You** are hospitalized, up to a maximum of \$10,000 or 24 billing periods, whichever occurs first.
- 

- **Cancer Insurance Coverage:** pays the **Outstanding Balance** on **Your Account** prior to the **Date of Diagnosis of Cancer** or \$10,000, whichever is less.
- 

- **Loss of Employment Insurance Coverage:** pays the **Monthly Benefit Payment** while **You** are involuntarily unemployed, up to a maximum of \$10,000 or twelve (12) billing cycles, whichever occurs first.
- 

### 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 **Account**:

- Only one benefit amount will be paid; and
- The largest of the benefit amounts payable will be paid, subject to a lifetime maximum of ten thousand dollars (\$10,000).

For example, if **You** become **Disabled** and are hospitalized during the same billing cycle, we will pay only the **Disability** benefit amount for that billing cycle.

In return for enrolling in the Credit Insurance Plan and paying the premiums, we will insure **Your Account** in connection with amounts paid or charges made under the agreement entered into with the **Creditor** as they relate to **Your Account**.

# Summary of Specific Features

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- **Life Insurance Coverage with Dismemberment Benefits**

## 1. Life Insurance Coverage

- Eligibility

**You** are eligible for this coverage.

If the death occurs before the date of the first monthly **Account** statement issued by the **Creditor** following the date the deceased attained the age of 70, benefits will be paid regardless of the cause of death.

We will pay the benefit amount for approved claims to the **Creditor** upon receipt of due proof, such as a certified copy of the death certificate.

- Benefit Amount

The benefit amount is equal to **the lesser of:**

- the **Outstanding Balance** as at the date of death; and
- **\$10,000.**

### CAUTION

#### Exclusions and Limitations for Life Insurance Coverage

**You** are not eligible for this life coverage if **You** are 70 years of age or older at the date of death.

**You** remain responsible for any amounts owed above the benefit amount and for any amounts charged after the date of death.

# Summary of Specific Features

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- **Life Insurance Coverage with Dismemberment Benefits**

## 2. Accidental Death Insurance Coverage

- Eligibility

**You** are eligible for this coverage.

If the death occurs after the date of the first monthly **Account** statement issued by the **Creditor** following the date the deceased attained the age of 70, a benefit will be paid in the event of **Accidental Death** only.

**We** will pay the benefit amount for approved claims to the **Creditor** upon receipt of due proof, such as a certified copy of the death certificate and evidence of the accident causing death.

- Benefit Amount

The benefit is equal to **the lesser of:**

- the **Outstanding Balance** as at the date of death; and
- **\$10,000.**

### CAUTION

#### Exclusions and Limitations for Life Insurance Coverage

**You** remain responsible for any amounts owed above the benefit amount and for any amounts charged after the date of death.

# Summary of Specific Features

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- **Life Insurance Coverage with Dismemberment Benefits**

### 3. Accidental Dismemberment Coverage

- Eligibility

**You** are eligible for this coverage.

**Dismemberment** is defined to include the following:

(1) total and irrecoverable loss of entire sight in both eyes; or (2) loss of one hand; or (3) loss of one foot. Loss of a hand or foot is defined as complete severance through or above the wrist or ankle joint.

In the event of **Your Accidental Dismemberment**, we will pay the benefit to the **Creditor** upon receipt of proof of **Accidental Dismemberment**.

- Benefit Amount

The benefit is equal to **the lesser of:**

- the **Outstanding Balance** as at the date of the **Accidental Dismemberment; and**
- **\$10,000.**

## CAUTION

### Exclusions and Limitations for Life Insurance Coverage

**You** remain responsible for any amounts owed above the benefit amount and for any amounts charged after the date of death.

# Summary of Specific Features

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## ● Disability Insurance Coverage

### ● Monthly Benefits

#### ● Eligibility for Monthly Benefits

Only **You** are eligible for this coverage.

If **You** are **Employed** at the time of loss **We** will pay **Disability** benefits provided that:

- **You** are continuously and **Totally Disabled** as a result of:
  - an **Accidental Bodily Injury**; or
  - a sickness;
- and**
- **You** are regularly attended to by a **licensed Physician or Surgeon**, other than **You** or a member of **Your** immediate family;
- and**
- **You** remain **Totally Disabled** for more than **30 consecutive days**;
- and**
- the **Total Disability** occurred after the **Effective Date of the Certificate of Insurance**.

#### ● Benefit Amount

The amount of the monthly benefit in the case of **Total Disability** will be equal to the **Monthly Benefit Payment** on **Your Account** established on the date of **Your Total Disability**, subject to the benefit payment terms.

#### ● What are the Benefit Payment Terms?

While **You** are **Totally Disabled**, **Monthly Benefit Payments** are paid:

- after completion of the **Waiting Period**;
- **retroactively** from the first day of **Total Disability**;
- **monthly** to the **Creditor** for each payment period;
- up to **\$10,000**; and
- for a **maximum of 12 monthly payments**.

# Summary of Specific Features

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- **Disability Insurance Coverage**

- **Lump Sum Benefits**

- **Eligibility for Lump Sum Benefits**

If **You** are **Employed** at the time of loss, we will pay the lump sum benefits if:

- **You** are continuously and **Totally Disabled** as a result of an **Accidental Bodily Injury**;  
**and**
- **You** are **Totally Disabled** for more than **52 consecutive weeks**;  
**and**
- **Your** continuous and **Total Disability** occurs within **120 days following the date of the accident**;  
**and**
- **You** are attended to by a **licensed Physician or Surgeon**, other than **You** or a member of **Your** immediate family;  
**and**
- **Your** continuous and **Total Disability** occurred after the **Effective Date of the Certificate of Insurance**.

- **Benefit Amount**

The amount of the benefit will be the **lesser of the following amounts**:

- the **Outstanding Balance** on **Your Account** as of the date of the accident, minus, where applicable, all payments made as **Monthly Benefits** pursuant to the **Disability** insurance coverage;  
**and**
- **\$10,000**.

# Summary of Specific Features

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## ● Disability Insurance Coverage

### ● New Eligibility

If payments have already been made to the **Creditor** in respect of a claim under this **Disability** insurance coverage, **You** must have returned to work **full time** for a period of at least **30 consecutive days** to become eligible to file another claim under this **Disability** insurance coverage.

### ● Proof of Disability

During the initial period of **Total Disability**, **Your Attending Physician or Surgeon** must submit a statement to **Us**, declaring that **You** are **Totally Disabled**. Other statements may be required thereafter.

### ● Charges During Claim Period

Coverage will not apply to amounts charged to **Your Account** at any time during the period for which **You** are collecting benefits for **Disability** or hospitalization or loss of **Employment** under this Credit Insurance Plan. **You** remain responsible for all such amounts. **You** remain responsible for any amounts owed above the benefit amount and for any amounts charged after the date of loss.

## CAUTION

### Exclusion and Limitations for Disability Insurance Coverage

No benefit will be paid for a Total Disability resulting from one of the following circumstances:

1. a Pre-Existing Condition;
2. a normal pregnancy or its complications;
3. intentionally self-inflicted injuries;
4. Disability that arise while traveling or residing in a foreign country;
5. flight on a non-scheduled aircraft;
6. service in the military; or
7. war.

# Summary of Specific Features

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## ● Hospitalization Insurance Coverage

### ● Eligibility for Benefits

**We** will pay hospitalization insurance benefits for the period while **You** are in hospital if:

- **You** become hospitalized as a result of:
  - an **Accidental Bodily Injury**; or
  - a sickness
- and
- **You** remain hospitalized for **more than 30 consecutive days**.

### ● Benefit Amount

The monthly benefit amount for hospitalization will be equal to the **Monthly Benefit Payment**.

### ● What are the Benefit Payment Terms?

The hospitalization benefit will be paid:

- after the termination of the **Waiting Period** of 30 consecutive days of hospitalization;
- **retroactively** from the first day of hospitalization;
- **monthly** to the **Creditor** for each payment period during each full month during which **You** are hospitalized;
- subject to a **maximum of 24 payments**; and
- to the maximum amount of **\$10,000**.

### ● Proof of Hospitalization

**You** must submit evidence from the hospital stating the period during which **You** were hospitalized.

### ● Charges During Claim Period

Coverage will not apply to amounts charged to **Your Account** at any time during the period for which **You** are collecting benefits for **Disability** or hospitalization or loss of **Employment** under this Credit Insurance Plan. **You** remain responsible for all such amounts. You remain responsible for any amounts owed above the benefit amount and for any amounts charged after the date of loss.

# Summary of Specific Features

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- **Hospitalization Insurance Coverage**

**CAUTION**

**Exclusion and Limitations for Hospitalization Insurance Coverage**

No payment will be made for hospitalization if the hospitalization:

1. results from a Pre-Existing Condition;
2. results from a normal pregnancy or its complications;
3. results from intentionally self-inflicted injuries;
4. arises while traveling or residing in a foreign country;
5. arises from a flight on a non-scheduled aircraft;
6. results from service in the military; or
7. results from war.

No hospitalization insurance benefits will be paid if You receive or are eligible to receive benefits from Disability, Cancer or Loss of Employment coverage.

# Summary of Specific Features

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## • **Cancer Insurance Coverage**

### • Eligibility for Benefits

We will pay **Cancer** benefit if:

- **You** have been diagnosed with **Cancer** by a **licensed Physician**;  
**and**
- **You** have been insured under this insurance coverage for more than **60 days**;  
**and**
- **You** are alive on the 31st day following the **Date of Diagnosis of Cancer**;  
**and**
- **You** are less than **70 years of age** at the **Date of Diagnosis of Cancer**.

If **You** were diagnosed with **Cancer** prior to being insured under this coverage for at least 60 days, but then complete a period of at least 365 consecutive days where **You** have been free of all symptoms and have not received any treatment for **Cancer** and subsequent to that period are diagnosed with **Cancer**, **You** may be eligible for this benefit.

**You** are entitled to payment of the lump sum **Cancer** benefit **only once** during your lifetime **and** such payment is in lieu of all other benefits provided under this insurance coverage.

After the **Cancer** benefit is paid, **You** remain eligible for all other benefits under this insurance coverage, **but only** for loss due to a condition unrelated to **Cancer**.

### • Proof of Diagnosis of Cancer

The diagnosis of **Cancer** must:

- be made by a **licensed Physician**;  
**and**
- be confirmed by pathological examination of the involved tissue;  
**and**
- be made at least **61 days** after the **Effective Date** of the **Certificate of Insurance**.

# Summary of Specific Features

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- **Cancer Insurance Coverage**

- Benefit Amount

The amount of the benefit will be the **lesser of the following amounts**:

- the **Outstanding Balance on Your Account** as established on the **Date of Diagnosis of Cancer**; and
- **\$10,000**.

**CAUTION**

**Exclusions and Limitations for Cancer Insurance Coverage**

The Cancer benefit will not be paid for the following conditions:

1. **AIDS or related HIV condition;**
2. **any form of skin cancer, except malignant melanoma, Stage II or higher;**
3. **if You are diagnosed with Cancer within the first 60 days from the Effective Date of the Certificate of Insurance.**

# Summary of Specific Features

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## ● Loss of Employment Insurance Coverage

### ● Eligibility for Benefits

**You** are eligible to receive loss of **Employment** benefits if you are gainfully **Employed** on a **full-time** permanent basis, for at least **25 hours per week** at the time of loss of **Employment**.

We will pay loss of **Employment** benefits if **You**:

- experience an **involuntary loss** of **Employment**;
- **and**
- remain **unemployed for more than 30 consecutive days**.

### ● Benefit Amount

The benefit amount will be equal to the **Monthly Benefit Payment** while **You** are experiencing continuous loss of **Employment**.

### ● What are the Benefit Payment Terms?

Loss of **Employment** benefits are paid:

- after completion of the **Waiting Period** of 30 consecutive days without **Employment**;
- **retroactively** from the first date of unemployment;
- **monthly** to the **Creditor** for each payment period;
- for a **maximum of 12 monthly payment periods**; and
- **to a maximum of \$10,000**.

### ● Charges During Claim Period

Coverage will not apply to amounts charged to **Your Account** during the period for which you are collecting benefits for a **Disability**, hospitalization or loss of **Employment** under this Credit Insurance Plan. **You** remain responsible for all such amounts. **You** remain responsible for any amounts owed above the benefit amount and for any amounts charged after the date of loss.

### ● New Eligibility

If payments have already been made to **You** in respect of a claim under this Loss of **Employment** insurance coverage, **You** must have returned to work full-time for a period of **30 consecutive days** to become eligible to file another claim under this Loss of **Employment** insurance coverage.

# Summary of Specific Features

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## ● Loss of Employment Insurance Coverage

### CAUTION

#### Exclusions and Limitations in the Event of an Involuntary Loss of Employment

No Monthly Benefit Payment will be paid to you if Your unemployment:

1. begins within 30 days from the Effective Date of coverage;
2. is known by You to be imminent at the time of application for the insurance;
3. is due to normal seasonal unemployment;
4. is due to strikes or lockouts whether or not You participate voluntarily;
5. is due to an accident or illness, mental or physical;
6. is due to a discharge for cause by the employer;
7. is due to pregnancy or complications thereof;
8. is due to voluntary unemployment;
9. is due to commission or attempted commission of a criminal offence; or
10. is temporary or part-time loss of Employment.

# Summary of Specific Features

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## ● Confirmation of the Insurer

Within 30 days of making an application for and accepting coverage, **You** will receive a letter and **Certificate of Insurance** confirming that you are insured under the Group Credit Insurance Policy for Scotiabank Momentum Mastercard **Cardholders**.

## ● Monthly Premium Calculation

The premium charged is calculated based on the **Average Daily Balance** of **Your Account** for **Your** statement period, multiplied by the monthly insurance rate.

The monthly insurance rate is shown on the Schedule of Insurance attached to the **Certificate of Insurance**.

The monthly insurance rate applies for each \$100 portion of the **Average Daily Balance** of **Your Account**.

Example:

**Your Average Daily Balance** is \$500. If the monthly insurance rate is \$0.99 per \$100 of **Average Daily Balance**, the monthly premium will be calculated as follows:

$$(\$500 / \$100) \times \$0.99 = \$4.95$$

**Applicable taxes** will be added.

The **Creditor** will provide you with a statement each month showing:

- the amount of premium charged;
- the amount of the insured indebtedness to which the insurance rate was applied; and
- the date such rate was applied.

The premium, as well as the applicable taxes, will be:

- charged when **Your Account's Average Daily Balance** is greater than zero;
- charged when a monthly statement is issued; and
- due with **Your Account** payment.

The insurance rate is subject to change by **Us**. **You** will be given written notice of any change. **We** recommend that **You** attach any notice of change to **Your Certificate of Insurance**.

## ● Amount of Coverage

When the **Account** holder owes a debt to the **Creditor**, this insurance covers the **Outstanding Balance** on **Your Account** up to a maximum of **\$10,000** per insured **Account**.

The total of all claim payments will not exceed **Your Outstanding Balance** at the time of the loss, up to a maximum of \$10,000 per insured **Account** established for **You**.

# Summary of Specific Features

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- **Beneficiary**

The **Beneficiary** of this Credit Insurance Plan is the **Creditor**. The title of **Beneficiary** cannot be revoked for the **Creditor** unless the **Creditor** consents to it.

All benefits will be paid to the **Creditor** directly. It will use these benefits to reimburse or reduce the balance of **Your Account(s)**.

- **Currency**

All benefits are payable in Canadian dollars.

- **Misrepresentation and Fraud**

All misrepresentations or attempts of fraud made **before or after a loss** in respect of a circumstance relevant to establishing **Your** eligibility to receive benefits will **void coverage under** this Credit Insurance Plan.

- **Assignment**

**You** may not assign **Your** interest in this Credit Insurance Plan except by **Our** written consent. In case of an assignment without **Our** consent, **We** will assume no liability under this Credit Insurance Plan.

- **Compliance with Provincial Statutes**

If any terms of this Credit Insurance Plan are in conflict with the statutes of the province of Quebec, they are hereby amended to conform to such statutes.

- **Policy Changes**

**You** may not amend or waive any portion of the Credit Insurance Plan, or prevent **Us** from availing ourselves of our rights under the terms and conditions of the Credit Insurance Plan, upon simple notice remitted to or brought to the attention of **Our** representative. In order for such a waiver or amendment to be valid, it must be evidenced **in a written document** delivered for the purposes of becoming part of this Credit Insurance Plan.

Moreover, for an agreement to be concluded by **Us**, **Our** President or secretary must **sign it**. No other person may amend or waive any of the conditions of this Credit Insurance Plan, or reach an agreement that would be binding on **Us**.

# Summary of Specific Features

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## ● Right to Substitute the Certificate of Insurance

The **Creditor** may replace the Group Credit Insurance Policy with another Group Credit Insurance Policy of the **Creditor**.

If the Group Credit Insurance Policy is replaced, **We** will provide **You** with not less than **30 days notice of the change**, which notice will specify:

- the date the change is to be effective,
- any changes to
  - the cost of insurance,
  - the insurance benefits, or
  - the other terms and conditions of insurance.

The replacement Group Credit Insurance Policy may be issued by the same or a different insurer.

Where such a change is effected, **Your** then current **Certificate of Insurance** and the notice of the change will together constitute the **Certificate of Insurance** under the new insurance policy.

# End of Insurance Coverage

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## ● Cancellation

The Act respecting the distribution of financial products and services allows **You** to cancel an insurance contract **You** have just signed, without penalty, within ten days of its signature. However, **We** allow **You** to cancel the contract without penalty within 30 days of its signature. To do so, **You** must give **Us** notice by registered mail within that delay and return the **Certificate of Insurance** to **Us**. If **You** return the **Certificate of Insurance** within 30 days from the **Effective Date**, **We** will credit **Your** account for any premium **You** may have been charged for this insurance.

## ● Termination of Insurance

The insurance will automatically terminate at 12:01 a.m. **on the earliest of the following dates**:

- the first monthly account billing date after **We** receive **Your** written request to cancel this insurance;
- the date when **You** are more than **60 days** late in making any required payments, including the insurance premium, to the **Creditor**,
- the date **Your Account** is terminated by **You** or the **Creditor**;
- the date of termination or cancellation of the **Certificate of Insurance** after **You** have received **30 days** notice by first class mail to **Your** last known address.

**You** may cancel this insurance for any reason, at any time.

Upon cancellation of the policy, **unless** the amount is **less than \$1.00**, any excess of the monthly Premium **You** actually paid or was charged to **Your Account** over the pro rata premium for the expired time will be promptly reimbursed or credited to **Your Account**.

## Other Information

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This **Distribution Guide** explains the rights and coverage provided under the Credit Insurance Plan underwritten by Canadian Premier Life Insurance Company.

For any additional information, **You** may contact Canadian Premier Life Insurance Company.

### Telephone numbers

(French) 1-800-663-9104  
(English) 1-800-661-6102

### Mailing address

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

## II. CLAIM FOR COMPENSATION OR BENEFITS

### Filing a claim

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- **Notice of Claim**

**You** may file a claim for compensation by sending a notice of claim under this insurance to **Our** head office within **90 days** following the date of the event.

Canadian Premier Life Insurance  
PO Box 914, Station A  
Toronto, ON M5W 1G5  
(French) 1-800-663-9104  
(English) 1-800-661-6102

If **You** fail to report the loss within the stated period of time, **Your** claim may be **invalidated**.

- **Claim forms and Proof of Loss**

**We** will send **You** a claim form within **15 days** after **We** receive notice of a claim.

**You** must complete the claim form and return it to **Us**. This form is used to **evidence the loss**.

**You** must send **Us** the **written proof of loss** at our Administrative Office (PO Box 914, Station A Toronto, ON M5W 1G5) within **90 days** after the date of such loss.

Failure to furnish such proof within the time allotted will neither invalidate nor reduce any claim if it was not reasonably possible to give proof within such time period, provided the proof is furnished as soon as reasonably possible.

If **We** do not provide **You** with a claim form within 15 days of receiving **Your** notice of claim, **You** may submit due proof in the form of a written statement of the cause or nature of the loss giving rise to the claim. In all cases, **We** reserve the right to request additional documentation to prove the claim.

In the context of a claim for benefit, the **Creditor** cannot act on **Our** behalf.

- **Medical Examination and Autopsy**

In the case of a claim form filed for **injury or sickness**, **We** reserve the right, during pendency of the claim and at **Our** own expense:

- to have **You** examined when and as often as **We** may reasonably require; and
- require an autopsy in case of death, if necessary, where it is not forbidden by law.

# Insurer Response

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**We** will have **30 business days** following receipt of all documents needed to process **Your** claim to:

- pay the compensation provided for in the contract; or
- refuse the claim in writing and provide the reasons to justify **Our** decision.

## Appeal of Insurer's Response and Remedies

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If **You** want to contest or have **Our** response reviewed, **You** must explain **Your** point of view **in writing** or provide **new documents** that might warrant an amendment of **Our** response. In the event that **We** refuse **Your** claim, **You** may consult the AMF or **Your** own legal counsel.

No legal action may be brought against **Us**, unless it is brought within the longer of:

- three years after a claim; and
- the shortest applicable time-limit established by law.

### III. SIMILAR PRODUCTS

There are other insurance products on the market that may offer coverage similar to that offered by this insurance. However, the Credit Insurance Plan described in this **Distribution Guide** is a product that is offered exclusively to Scotiabank Momentum Mastercard **Cardholders**.

## IV. REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS

For additional information regarding the obligations of the **Creditor** and Canadian Premier Life Insurance Company towards **You**, **You** may contact the Autorité des marchés financiers.

Autorité des marchés financiers  
Place de la Cité, Tour Cominar  
2640 Laurier boulevard, suite 400  
Sainte-Foy, Québec, G1V 5C1

Montréal:	514-395-0337
Québec City:	418-525-0337
Elsewhere in Québec:	1-877-525-0337
Fax:	418-525-9512

# V. SCHEDULE

## NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

### NOTICE GIVEN BY A DISTRIBUTOR

Section 440 of An Act respecting the distribution of financial products and services

### THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

- The Act allows you to cancel an insurance contract you have just signed when signing another contract, **without penalty, within ten days of its signature**. However, the insurer allows you to cancel the contract without penalty within **30 days** of its signature. To do so, you must give the insurer notice by registered mail within that delay. You may use the attached model for this purpose.
- Despite the cancellation of the insurance contract, the first contract entered into will remain in force. Caution: it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.
- After expiry of the **30-day** delay, you may cancel the insurance at any time; however, penalties may apply.

For further information, contact Autorité des marchés financiers at (418) 525-0337 or 1-877-525-0337.

### NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

To: \_\_\_\_\_  
(Name of insurer)

To: \_\_\_\_\_  
(Address of insurer)

Date: \_\_\_\_\_  
(Date notice sent)

Pursuant to Section 441 of An Act respecting the distribution of financial products and services, I hereby cancel insurance contract no.: \_\_\_\_\_  
(Contract number if provided)

Entered into on: \_\_\_\_\_  
(Date contract signed)

In: \_\_\_\_\_  
(City contract signed)

\_\_\_\_\_  
(Name of client)

\_\_\_\_\_  
(Signature of client)

The distributor must first complete this section.

This document must be sent by registered mail.

**Art.439.** A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

**Art.440.** A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may cancel the insurance contract within ten days of signing it.

**Art.441.** A client may cancel an insurance contract made at the same time as another contract, within ten days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is cancelled, the first contract retains all its effects.

**Art.442.** No contract may contain provisions allowing its amendment in the event of cancellation or termination by the client of an insurance contract made at the same time.

However, a contract may provide that the cancellation or termination of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

**Art.443.** A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Autorité, stating that the debtor may subscribe for the insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor cancels, terminates or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.