

## CreditRelief™ Group Creditor - Certificate of Insurance

Canadian Premier Life Insurance Company (the "Insurer") has issued a Group Policy and agrees to provide insurance in accordance with and subject to the terms and conditions of the Group Policy. Insurance under the Group Policy is available on a voluntary basis. The important terms and conditions are summarized in the Application for Insurance ("Application") and this Certificate of Insurance ("Certificate"). In the case of a discrepancy between these documents and the Group Policy, the Group Policy shall prevail.

If, after reviewing this Certificate, the Applicant finds the insurance to be unsatisfactory and requests its rescission within thirty (30) days after the Certificate was issued, then any premium paid will be fully refunded provided no claims have been submitted. The Applicant can cancel the insurance at any time.

### SECTION 1 – DEFINITIONS

**"Accident"** means an unintentional, sudden, fortuitous and unforeseen event due exclusively to a violent external cause and resulting, directly and independently of any other cause, in bodily injury.

**"Accidental Disability"** or **"Accidentally Disabled"** means:

- that condition resulting from Injury for which the Applicant is under continuous care of a Physician during the first twelve (12) months and is prevented from performing the main duties of his/her own occupation; and during any period after the initial twelve (12) months, is prevented from performing the main duties of any occupation for which he/she is reasonably suited by reason of education, training or experience, regardless of the availability of employment; or
- if the Applicant does not have an occupation when the disability occurs, a condition resulting from Injury for which the Applicant is under the continuous care of a Physician and is prevented from performing the main duties of any occupation for which he/she is reasonably suited by reason of education, training or experience, regardless of the availability of employment.

**"Administrator"** means Reinsurance Management Associates, Inc. at 170 University Avenue, Suite 500, Toronto, Ontario M5H 3B3, 1-888-307-7443, the administrator appointed by the Insurer to administer the Group Policy on its behalf.

**"Applicant"** means a customer(s) of the Policyholder who has enrolled for coverage under the Group Policy and who satisfies the Conditions of Eligibility in SECTION 2.

**"Creditor"** means a lending institution or other organization who has granted a Loan to an Applicant. For all purposes, a reference to Policyholder shall include the Creditor.

**"Effective Date of Insurance"** means the latest of:

- the date the Loan funds are advanced;
- the date the Application is signed, if no medical underwriting is required; or
- the date the Application is approved by the Insurer, if medical underwriting is required.

**"Group Policy"** means a policy of creditor's group insurance issued by the Insurer to the Policyholder.

**"Indebtedness"** means either the balance of the Loan or the remaining payments under a lease agreement. However, any amount in default, or any amount paid by the Applicant, Creditor or other insurance providers to reduce the balance of the Loan is not part of the Indebtedness and is therefore not covered by the insurance.

**"Indebtedness Insured"** means the Indebtedness multiplied by the Amount Insured (Principal) shown in the Application, divided by the Amount of Loan as stated on the Application.

**"Injury"** means bodily injury which is caused solely by an Accident and which causes an Applicant to be Totally Disabled or Accidentally Disabled.

**"Loan"** means the loan or lease contract issued to the Applicant by the Creditor as specified on the Application.

**"Non-Retroactive"** means the benefit period begins after the thirty (30) or ninety (90) day Waiting Period from the date of Total Disability, Accidental Disability or involuntary unemployment, as applicable.

**"Physician"** means a person who is licensed and practicing in Canada within the scope of his/her license as a doctor of medicine (M.D.) and is not an Applicant or his/her legal/common law spouse, or a member of the family of the Applicant or his/her legal/common law spouse, or in a business relationship with an Applicant.

**"Policyholder"** means an organization that has been issued a Group Policy and is authorized by the Insurer to offer coverage to Applicants. For all purposes, a reference to Creditor shall include the Policyholder.

**"Pre-Existing Condition"** means any illness, disease, or physical condition for which medical advice, consultation, diagnosis or treatment was required or recommended during the twelve (12) months prior to the Effective Date of Insurance, and where such condition caused, directly or indirectly, death, Total Disability or Accidental Disability to occur within the twelve (12) months following the Effective Date of Insurance.

**"Residual Amount"** means a lump sum payment due at the end of the term of the Loan.

**"Retroactive"** means the benefit period begins on the date of Total Disability provided that the thirty (30) day Waiting Period has expired.

**"Sickness"** means any illness or disease which occurs and which causes an Applicant to be Totally Disabled.

**"Total Disability"** or **"Totally Disabled"** means:

- that condition resulting from Injury or Sickness for which the Applicant is under continuous care of a Physician during the first twelve (12) months, and is prevented from performing the main duties of his/her own occupation; and during any period after the initial twelve (12) months, is prevented from performing the main duties of any occupation for which he/she is reasonably suited by reason of education, training or experience, regardless of the availability of employment; or
- if the Applicant does not have an occupation when the disability occurs, a condition resulting from Injury or Sickness for which the Applicant is under the continuous care of a Physician and is prevented from performing the main duties of any occupation for which he/she is reasonably suited by reason of education, training or experience, regardless of the availability of employment.

**"Treatment Program"** means a reasonable, customary and systematic treatment program that is performed or prescribed by a Physician, and is of the nature and frequency customarily required by the condition being treated. In addition, where the Insurer deems necessary due to the severity of the condition, such Treatment Program must be performed or supervised by a certified specialist for the condition being treated.

**"Waiting Period"** means the number of days an Applicant must remain continuously Totally Disabled, Accidentally Disabled or involuntarily unemployed in order to qualify for benefits.

### SECTION 2 – CONDITIONS OF ELIGIBILITY

To be eligible for any insurance under the Group Policy, the Applicant, on the Effective Date of Insurance, must:

- be a natural person (partnerships, corporations or other forms of business entities are not eligible for insurance);
- be a Canadian resident;
- be at least eighteen (18) years of age;
- be under seventy (70) years of age for Life or Accidental Death Insurance; and
- be under sixty-six (66) years of age for Total Disability Insurance or Unemployment Protection Plus.

In addition to (a) to (e) above, to be eligible for Total Disability Insurance or Accidental Disability Insurance under Unemployment Protection Plus, the Applicant:

- must be employed and actively at work for wages or profit for at least twenty-five (25) hours per week for thirty (30) consecutive working days immediately prior to the Effective Date of Insurance; or
- if self-employed, or whose normal employment is subject to seasonal conditions and layoff or work suspension as a regular and anticipated part of the work schedule, must:
  - be employed for a minimum of twenty-five (25) hours per week in the working season;

- have been so employed for thirteen (13) consecutive weeks during the twelve (12) month period immediately preceding the Effective Date of Insurance;
- be capable of performing the regular duties of his/her occupation; and
- have worked the last season with proven work history.

In addition to (a) to (e) above, to be eligible for involuntary unemployment insurance under Unemployment Protection Plus, the Applicant:

- must be employed and actively at work for wages or profit for at least twenty-five (25) hours per week for thirty (30) consecutive working days immediately prior to the Effective Date of Insurance; and
- not be any of the following:
  - engaged in seasonal work;
  - an independent contractor;
  - self-employed;
  - a controlling stockholder of their company; or
  - employed by a member of his/her immediate family.

### SECTION 3 – LIFE INSURANCE OR ACCIDENTAL DEATH INSURANCE

Life Insurance or Accidental Death Insurance will only be in effect for an Applicant if the Applicant satisfies the Conditions of Eligibility in SECTION 2 and has paid the required insurance premium as stated in the Application.

#### Benefits

The payment of any benefit provided for under Life Insurance or Accidental Death Insurance is subject to the terms and conditions of this Certificate and the Group Policy.

#### Life Insurance

Upon receipt of satisfactory proof of the death of an Applicant, the Insurer shall pay a Life Insurance benefit to the Creditor. This benefit shall be equal to the Indebtedness Insured as of the date of death, plus the Residual Amount insured, if any. This benefit shall not exceed the lesser of (i) the Amount Insured (Principal) plus Amount Insured (Residual) as shown on the Application or (ii) \$200,000.

#### Accidental Death Insurance

Upon receipt of satisfactory proof of the death of an Applicant **as a result of an Accident only**, the Insurer shall pay an Accidental Death Insurance benefit to the Creditor. This benefit shall be equal to the Indebtedness Insured as of the date of death, plus the Residual Amount insured, if any. This benefit shall not exceed the lesser of (i) the Amount Insured (Principal) plus Amount Insured (Residual) as shown on the Application or (ii) \$200,000.

#### Limitations

- In no event shall any benefit exceed a maximum aggregate amount of \$200,000 when combined with all other benefits paid hereunder.
- If joint coverage was purchased and there is death of both Applicants, the Insurer shall pay only one benefit.

#### Exclusions

No benefit shall be paid for a loss that results directly or indirectly from:

- a Pre-Existing Condition;
- war or act of war, whether declared or undeclared;
- suicide or attempted suicide or self-inflicted injury within two (2) years of the Effective Date of Insurance, whether or not of sound mind;
- flight in a non-scheduled aircraft;
- poisoning, intoxication or abuse of any alcohol or drug; or
- commission or attempted commission of a criminal offence.

### SECTION 4 – TOTAL DISABILITY INSURANCE

Total Disability Insurance will only be in effect for an Applicant if the Applicant satisfies the Conditions of Eligibility in SECTION 2 and has paid the required insurance premium as stated in the Application.

#### Benefits

The payment of any benefit provided for under Total Disability Insurance is subject to the terms and conditions of this Certificate and the Group Policy.

#### Total Disability Insurance

The Insurer shall pay a benefit to the Creditor equal to 1/30<sup>th</sup> of the Amount Insured (Monthly) shown in the Application, for each day of continuous Total Disability upon receipt of satisfactory proof that an Applicant is Totally Disabled. This benefit shall be paid monthly.

#### Benefit Period

The beginning of the benefit period depends on the Waiting Period option selected on the Application. Please refer to the "Non-Retroactive" and "Retroactive" definitions under SECTION 1.

The benefit period for an Applicant ends on the earliest of the following dates:

- the date the Applicant is no longer Totally Disabled, returns to partial or full time work, or is no longer available to work in Canada, whichever is earlier;
- the date the Insurer requires the Applicant to submit proof of continued Total Disability and such proof is not provided within thirty (30) days;
- the date the Insurer requires the Applicant to be examined by a Physician or other practitioner named by the Insurer and the Applicant does not submit to such examination within thirty (30) days;
- the date the Loan has been repaid in full;
- the date the Term of Insurance shown in the Application applicable to the Total Disability Insurance for the Applicant is expired;
- the date on which the Applicant turns sixty-six (66) years of age;
- the date the Applicant does not participate in, and cooperate with, a Treatment Program; or
- the date the Applicant retires for any reason, including but not limited to voluntary, mandatory or disability retirement.

#### Limitations

- The Amount Insured (Monthly) shown in the Application shall not exceed \$3,500 per month, to a maximum aggregate benefit limit of \$200,000 when combined with all other benefits paid hereunder.
- A recurrent Total Disability occurring within one-hundred and eighty (180) days of a previous period of Total Disability for which an Applicant has received benefit payments and resulting from the same cause will be considered a continuation of the previous period and any benefits remaining unused from the first period will not be subject to a second Waiting Period.
- If joint coverage was purchased and both Applicants are Totally Disabled at the same time, the Insurer shall pay benefits with respect to one Applicant only.
- No benefit will be paid under the Total Disability Insurance while benefits are being paid under Unemployment Protection Plus.
- If Total Disability results directly or indirectly from any back or neck injury or disorder including but not limited to lumbar, thoracic or cervical spine, the Applicant must be under the care of a licensed specialist such as a neurologist, a neurosurgeon, a physiatrist, an orthopedic surgeon or a rheumatologist. For such Total Disability, the benefit period will not exceed six (6) months.
- If Total Disability results directly or indirectly from any mental, nervous, psychological, emotional, behavioural disorder, disease or condition, the Applicant must be under the continuing care of a specialist in psychiatry. Applicants on a waiting list do not qualify for benefits. For such Total Disability, the benefit period will not exceed six (6) months.

**Exclusions**

No benefit shall be paid for a Total Disability that results directly or indirectly from:

- (a) a Pre-Existing Condition;
- (b) war or act of war, whether declared or undeclared;
- (c) attempted suicide or self-inflicted injury, whether or not of sound mind;
- (d) flight in a non-scheduled aircraft;
- (e) abuse of any alcohol or drug other than as legally prescribed by a Physician;
- (f) commission or attempted commission of a criminal offence; or
- (g) childbirth, abortion, pregnancy, complication of pregnancy, or miscarriage.

**SECTION 5 – UNEMPLOYMENT PROTECTION PLUS**

Unemployment Protection Plus will only be in effect for an Applicant if the Applicant satisfies the Conditions of Eligibility in SECTION 2 and has paid the required insurance premium as stated in the Application.

**Benefits**

The payment of any benefit provided for under Unemployment Protection Plus is subject to the terms and conditions of this Certificate and the Group Policy.

**Unemployment Protection Plus**

The Insurer shall pay a benefit to the Creditor equal to 1/30<sup>th</sup> of the Amount Insured (Monthly) shown in the Application for each day of continuous Accidental Disability or involuntary unemployment upon receipt of satisfactory proof that an Applicant is Accidentally Disabled due to an Injury or an Applicant is involuntarily unemployed. This benefit shall be paid monthly.

**Benefit Period**

The benefit period begins on the date following a thirty (30) day Non-Retroactive Waiting Period.

The benefit period for an Applicant ends on the earliest of the following dates:

- (a) the date the Applicant is no longer Accidentally Disabled, returns to partial or full time work, or is no longer available to work in Canada, whichever is earlier;
- (b) the date that six (6) benefit payments have been paid;
- (c) the date the Insurer requires the Applicant to submit proof of continued Accidental Disability or unemployment and such proof is not provided within thirty (30) days;
- (d) the date the Insurer requires the Applicant to be examined by a Physician or other practitioner named by the Insurer and the Applicant does not submit to such examination within thirty (30) days;
- (e) the date the Loan has been repaid in full;
- (f) the date the Term of Insurance shown in the Application applicable to Unemployment Protection Plus for the Applicant is expired;
- (g) the date on which the Applicant turns sixty-six (66) years of age;
- (h) the date the Applicant does not participate in, and cooperate with, a Treatment Program; or
- (i) the date the Applicant retires for any reason, including but not limited to voluntary, mandatory or disability retirement.

**Additional Conditions**

As a condition of payment of involuntary unemployment benefits, the Applicant must:

- (a) provide proof of Government of Canada Employment Insurance Benefits within ten (10) days of receipt of each payment;
- (b) provide a copy of the written notice of termination of employment (Record of Employment) received by the Applicant from the Applicant's employer; and
- (c) provide a copy of any notice, correspondence or document received by the Applicant from any government department or agency having jurisdiction over the Employment Insurance Act (Canada) or its successor, within ten (10) days of receipt of same by the Applicant.

**Limitations**

- (a) The Amount Insured (Monthly) shown in the Application shall not exceed \$3,500 per month, to a maximum aggregate benefit limit of \$200,000 when combined with all other benefits paid hereunder.
- (b) A recurrent Accidental Disability occurring within one-hundred and eighty (180) days of a previous period of Accidental Disability for which an Applicant has received benefit payments and resulting from the same cause will be considered a continuation of the previous period and any benefits remaining unused from the first period will not be subject to a second Waiting Period.
- (c) A period of involuntary unemployment occurring within one-hundred and eighty (180) days of a previous period of involuntary unemployment for which an Applicant has received benefit payments will be considered a continuation of the previous period and any benefits remaining unused from the first period will not be subject to a second Waiting Period.
- (d) If joint coverage was purchased and both Applicants are either Accidentally Disabled or involuntarily unemployed at the same time, the Insurer shall pay benefits with respect to one Applicant only.
- (e) No involuntary unemployment insurance benefit will be paid while benefits are being paid under any disability insurance.
- (f) No benefit will be paid under Unemployment Protection Plus while benefits are being paid under Total Disability Insurance.

**Exclusions**

No Accidental Disability benefit shall be paid if such Accidental Disability results directly or indirectly from any of the Exclusions listed in SECTION 4 above.

No involuntary unemployment insurance benefit shall be paid for:

- (a) involuntary unemployment beginning within a period of ninety (90) days following the Effective Date of Insurance;
- (b) loss of self-employment;
- (c) involuntary unemployment resulting directly or indirectly from:
  - i. seasonal layoff;
  - ii. expiry of a contract of employment for a fixed term;
  - iii. termination of employment with cause;
  - iv. voluntary resignation;
  - v. voluntary or mandatory retirement;
  - vi. maternity leave or parental leave;
  - vii. deception, fraud, criminal conduct, conflict of interest, willful misconduct or refusal to perform one's own position;
  - viii. lock-out or strike;
  - ix. any layoff or staff reduction program announced by an employer prior to the Effective Date of Insurance;
  - x. any Accidental Disability occurring while insurance is in force and for which a valid claim may be made under any disability insurance; or
  - xi. expiry of a contract of employment with a temporary employment agency.

**SECTION 6 – CLAIMS**

To claim benefits under the Group Policy, the Applicant, his/her agent or the Creditor must request a claim form from the Administrator within ninety (90) days of the happening of the event giving rise to the claim. Notice of claim may be given in writing or by telephone. Claim forms will be furnished within fifteen (15) days of receipt of notice of claim.

Within one (1) year of the death, for a life or accidental death claim, or ninety (90) days of the onset of any disability or involuntary unemployment, for a Total Disability Insurance or Unemployment Protection Plus claim, the Applicant or the Creditor must furnish the Administrator with proof of the death, disability or involuntary unemployment satisfactory to the Insurer.

Failure to give notice of claim within the time set out above will not invalidate a claim if the notice is given as soon as reasonably possible and no later than one year from the date of the event giving rise to the claim if it is shown that it was not reasonably possible to give notice within such time.

Failure by an Applicant to perform any actions required by the Insurer, or to provide the Insurer with such information or documentation as may be required, shall release the Insurer from making any payment for benefits. In the case of such a failure the Creditor may, to the extent it is able, perform any actions or provide any information to the Insurer that the Applicant is required to do. Until such failure has been remedied by the Applicant or the Creditor, the Applicant shall be solely responsible for making the required payments for the Indebtedness.

When an Application does not need to be evaluated for underwriting purposes by the Insurer, failure by the Policyholder to submit the Application and/or the premium to the Insurer will not prejudice or abrogate the Applicant's rights provided that:

- (a) the failure results from an inadvertent error or omission;
- (b) the Policyholder is in possession of a completed and signed Application; and
- (c) upon becoming aware of the error or omission, the Policyholder promptly forwards to the Insurer the Application and/or the Premium, as the case may be.

**SECTION 7 – TERMINATION**

Insurance in respect of an Applicant shall automatically terminate on the earliest of the following dates:

- (a) the date the Loan is repaid in full or discharged;
- (b) the date of repossession by the Creditor of the property which constitutes security for the Loan;
- (c) the date the Administrator receives the Applicant's written request to terminate insurance;
- (d) the date the Loan is renegotiated, transferred to another creditor or assumed by another debtor;
- (e) in the case of Total Disability Insurance or Unemployment Protection Plus, the date the Applicant retires for any reason, including but not limited to voluntary, mandatory or disability retirement;
- (f) the date a Life or Accidental Death Insurance benefit is paid;
- (g) the date on which the Applicant turns seventy-three (73) years of age for Life or Accidental Death Insurance or sixty-six (66) years of age for Total Disability Insurance or Unemployment Protection Plus; or
- (h) for a specific coverage: the date the Term of Insurance shown in the Application applicable to this coverage for the Applicant is expired.

If insurance terminates for any of the reasons specified from (a) to (e) above, any unearned premium less any policy fee and any benefits already paid will be refunded to the Creditor to be applied to the Loan. If the amount of the refund exceeds the amount owing on the Loan, the excess amount of the refund will be paid to the Applicant. Such refund will be calculated using the Rule of 78 formula and will be subject to a processing fee of \$100.00, which will be deducted from the refund. Refunds of less than \$10.00 shall not be made.

Claims submitted for any event that occurred prior to the termination date as determined above will be processed in accordance with the terms of the insurance even if the termination date has passed.

**SECTION 8 – GENERAL**

The Application, Certificate and Group Policy constitute the entire policy of insurance. Any concealment, misrepresentation or false declaration made by the Applicant during the application process that may affect his/her insurability may result in the coverage being void.

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, Limitations Act* or other applicable legislation in the Applicant's province or territory.

The Applicant has the right to obtain a copy of the Application for Insurance, any written statement or other record, not otherwise part of the Application, provided to the Insurer as evidence of the insurability of the Applicant insured under the contract, and, on request and on reasonable notice, the Applicant insured has the right to examine and to obtain a copy of the Group Policy.

The Insurer has the right to conduct necessary investigations relating to applications or claims, and to obtain independent medical or vocational assessments if required.

Only the Creditor may assign or transfer any rights or benefits provided by the insurance to another person. No assignment or transfer will be effective until such written notice is received by the Administrator.

If further information about the benefits or other provisions of the Certificate is required, or to make a complaint, please contact the Administrator.