

## 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 insurance contract was signed, then the premium paid will be fully refunded to the Creditor provided no claims have been submitted.

In this document, "any disability insurance" refers to both the Total Disability Insurance and the Accidental Disability Insurance.

### 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.

"**Administrator**" means Reinsurance Management Associates, Inc. at 170 University Avenue, Suite 500, Toronto, Ontario M5H 3B3, the administrator appointed by the Insurer to administer the Group Policy on their 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.

"**Creditor**" means a lending institution or 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 the Group Life and Disability Insurance Policy 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**" equals to the Indebtedness multiplied by a fraction. This fraction is equal to Life Insurance Amount Insured divided by the amount financed.

"**Injury**" means bodily injury which is caused solely by an Accident and which causes an Applicant to be Totally 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 (30) thirty day Waiting Period from the date of Total Disability.

"**Physician**" means a person who is licensed and practicing in Canada within the scope of his license as a doctor of medicine (M.D.) and is not an Applicant or his legal/common law spouse, or a member of the family of the Applicant or his 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 or Total 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 (30) thirty 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 (12) twelve months, and is prevented from performing the main duties of his/her own occupation; and during any period after the initial (12) twelve months, is prevented from performing the main duties of any occupation for which he 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 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 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 shown on the Application, 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 18 years of age;
- be under 70 years of age for Life Insurance; and
- be under 66 years of age for any disability insurance.

In addition, to be eligible for any disability insurance, the Applicant:

- must be employed and actively at work for wages or profit for at least 25 hours per week for 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, is a regular and anticipated part of the work schedule must:
  - be employed for a minimum of 25 hours per week in the working season;
  - have been so employed for 13 consecutive weeks during the 12 month period immediately preceding the Effective Date of Insurance;
  - be capable of performing the regular duties of his or her occupation; and
  - have worked the last season with proven work history.

### SECTION 3 – LIFE INSURANCE

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

#### Benefits

The payment of any benefit provided for under Life 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 the Principal Amount Insured shown on the Application or \$200,000.

#### Limitations

- In no event shall any benefit exceed a maximum amount of \$200,000.
- 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, while sane or insane;
- flight in a non scheduled aircraft;
- poisoning, intoxication, 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 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 Monthly Amount Insured, for each day of continuous Total Disability upon receipt of proof satisfactory 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 "Non-Retroactive" and "Retroactive" definitions under Section 1.

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

- the date this Applicant is no longer Totally Disabled or returns to partial or full time work or is no longer available to work in Canada, whichever is earlier;
- the date the Insurer requires this Applicant to submit proof of continued Total Disability and such proof is not provided within thirty (30) days;
- the date the Insurer requires this 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 paid in full;
- the date the Term of Insurance applicable to the Total Disability Insurance for this Applicant is expired;
- the date on which this Applicant turns 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 Monthly Amount Insured as shown in the Application shall not exceed \$3,500 per month.
- A recurrent Total Disability occurring within 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 the Accidental Disability Insurance.

#### Exclusions

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

- a Pre-Existing Condition;
- war or act of war, whether declared or undeclared;
- attempted suicide or self-inflicted injury, while sane or insane;
- flight in a non scheduled aircraft;
- abuse of any alcohol or drug other than as legally prescribed by a Physician;
- commission or attempted commission of a criminal offence;
- childbirth, abortion, pregnancy, complication of pregnancy, or miscarriage;
- any back or neck injury or disorder including but not limited to lumbar, thoracic or cervical spine; or
- any mental, nervous, psychological, emotional, behavioral disorder, disease or condition

### SECTION 5 – ACCIDENTAL DISABILITY INSURANCE

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

#### Benefits

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

#### Accidental Disability Insurance

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

#### Benefit Period

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

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

- the date this Applicant is no longer Totally Disabled or returns to partial or full time work or is no longer available to work in Canada, whichever is earlier;
- the date the Insurer requires this Applicant to submit proof of continued Total Disability or unemployment and such proof is not provided within thirty (30) days;
- the date the Insurer requires this 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 paid in full;
- the date the Term of Insurance applicable to the Accidental Disability Insurance for this Applicant is expired;
- the date on which this Applicant turns 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 Monthly Amount Insured as shown in the Application shall not exceed \$3,500 per month.
- A recurrent Total Disability occurring within 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 Accidental Disability Insurance while benefits are being paid under Total Disability Insurance.

#### Exclusions

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

### 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 claim, and ninety (90) days of the onset of any disability for a disability claim, the Applicant or the Creditor must furnish the Administrator with proof of the death or disability 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 underwritten, 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:

- the failure results from an inadvertent error or omission;
- the Policyholder is in possession of a completed and signed Application; and
- 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:

- the date the Loan is paid in full or discharged;
- the date of repossession by the Creditor of the property which constitutes security for the Loan;
- the date the Administrator receives the Applicant's written request to terminate insurance;
- the date the Loan is renegotiated, transferred to another creditor or assumed by another debtor;
- in the case of any disability insurance the date this Applicant retires for any reason, including but not limited to voluntary, mandatory or disability retirement;
- the date a Life Insurance benefit is paid;
- the date on which this Applicant turns 73 years of age for Life Insurance or 66 years of age for any disability insurance; or
- for a specific coverage: the date the Term of Insurance applicable to this coverage for this 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. 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 or 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 policy of creditor's group insurance.

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.