Protection for your Loan or Lease Essential/Essential Plus - Certificate of Insurance

Single Premium Creditor's Group Insurance

(Life, Disability and Loss of Employment)

Co-operators Life Insurance Company

Who to contact?

Administrator

LGM Group Insurance Administrative Services Inc.
1111 Dr.-Frederik-Philips Blvd, Suite 450
Saint-Laurent, Québec H4M 2X6
If you have any questions about your insurance, please contact the Administrator
Customer Service: 1.800.510.8372

Insurer

Co-operators Life Insurance Company
1900 Albert Street
Regina, Saskatchewan S4P 4K8
Toll-free telephone number: 1.855.587.8595
https://www.cooperators.ca/

Distributor

Claims

CUMIS, a division of Co-operators Life Insurance Company
C.P. 5065, 151 North Service Rd.,
Burlington, Ontario L7R 4C2
Attention: Claims Department
Toll-free telephone number: 1.800.263.9120
Toll-free confidential fax number:1.800.897.7065
E-mail: claims.centre@cumis.com

Single Premium Creditor's Group Insurance is underwritten by Co-operators Life Insurance Company and administered by LGM Group Insurance Administrative Services Inc. Supporting services, such as enrollment intake, medical underwriting and claims administration, are provided by the employees of CUMIS Services Incorporated, a subsidiary of Co-operators Life Insurance Company.

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Introduction

The Single Premium Insurance

The Single Premium Creditor's Group Insurance underwritten by Co-operators is an optional and voluntary insurance product which offers security during times of financial hardship caused by certain life events.

If the information you provided upon enrolment is complete and accurate, insurance benefits will be payable, subject to the applicable terms, conditions and exclusions, as set out in this Certificate.

Certificate of Insurance

This Certificate of Insurance ("Certificate") describes the optional and voluntary insurance coverage for which you have enrolled.

Please read this document carefully together with a copy of your completed Insurance Enrolment provided to you by the Group Policyholder.

This Certificate contains important information about your insurance, including terms and conditions which may exclude, restrict or limit your coverage or benefits under the Group Policy, including those that you may not have selected.

If there is any conflict between the terms and conditions of the Certificate and those described in the Group Policy, the terms and conditions of the Group Policy shall govern.

The Group Policy and this Certificate are non – participating. This means your insurance coverage has no cash value and pays no dividends.

You may, at any time, request a copy of the Group Policy and any amendments made to it by contacting the Group Policyholder. You also have the right to examine and obtain a copy of certain other written statements or records you have submitted to us (if any), subject to certain limitations.

In this Certificate, certain words and phrases have specific meanings. These terms are explained under the heading "Definitions" and in other places throughout this document.

For the purpose of this Certificate, the terms "you" and "your" reference each individual:

a) who is a natural person (or persons); and
b) who is named on the Insurance Enrolment and is eligible for insurance under the Group Policy; and
c) who has (or have) obtained a Loan or Lease with the Creditor:
    i. for which they are liable and have a legal obligation to repay, either in whole or in part, as a borrower, co-borrower, lessee, co-lessee, co-signer, guarantor or endorser; or
    ii. in the case of a Business, have a legal obligation to repay the Loan or Lease to the Group Policyholder either as a Business owner, key person, or any person associated with the Business who is obligated to the debt; and
d) for whom we have received the Single Premium; and
e) to whom we have issued a Certificate.

The terms "we", "us", "our", "Co-operators" and "Co-operators Life" refer to The Co-operators Life Insurance Company.

The terms and conditions of your insurance are found in:

- your Insurance Enrolment;
- this Certificate; and
- the Group Policy and any amendments.

All rights and obligations under this Certificate and the Group Policy are governed by the laws of Canada and the provincial jurisdiction in which you reside at time of enrolment.

Insurance Benefits at a Glance

- **Life insurance (including living benefit)**
- **Disability insurance**
- **Loss of Employment insurance**

Payment of Insurance Benefits

If payable, insurance benefits will be paid to the Creditor who will apply the benefits towards the Outstanding Balance of your Insured Loan/Lease or otherwise to your credit.

Eligibility Requirements – All Insurance

NOTE: You must meet the eligibility requirements explained below. If you do not, you will not have any insurance coverage under this Certificate.

You are eligible to enrol for life insurance (which includes living benefit), disability insurance and loss of employment insurance on your Loan or Lease if, as of the Effective Date of Insurance shown on your Insurance Enrolment:

- you are a Canadian resident (living in Canada at least six months out of the year);
- you have a legal obligation to repay your Loan or Lease to the Creditor, either as a borrower or lessee, co-borrower or co-lessee, co-signer, guarantor or endorser;
- you have a legal obligation to repay your Loan or Lease to the Creditor either as a Business owner, key person, or any person associated with the Business who is obligated to the debt;
- your age is within the "Minimum/Maximum Eligibility Age", as shown on your Insurance Enrolment; and
- you have not made a claim for a living benefit under any creditor's group insurance policy or certificate of insurance issued by us.

When Does Your Insurance Coverage Begin?

Your Effective Date of Insurance for Single Premium Creditor's Group Insurance coverage begins on the Effective Date of Insurance as stated on your Insurance Enrolment.

When Does Your Insurance Coverage End?

All insurance coverage will end on the earlier of the following:

- the expiry of the "Maximum Term of Insurance", as shown on your Insurance Enrolment;
- the date you reach the "Coverage Termination Age" as shown on your Insurance Enrolment;
- the expiry of insurance, as shown on your Insurance Enrolment;
- the date we receive your written cancellation request, or, where insurance coverage is provided for more than one person, the date we receive a written cancellation request from all Insureds;
- the date your Insured Loan/Lease is paid in full, Refinanced, discharged or assumed by another person;
- the date your Loan or Lease expires or is cancelled;
- the date you are released, by operation of law, from your legal obligation to repay your Insured Loan/Lease (whether upon discharge from bankruptcy or otherwise);
- the date you transfer or assign your Insured Loan/Lease to a creditor other than the Creditor;
- the date you have missed more than six consecutive monthly payments, on your Loan/Lease;
- the date we pay a life insurance benefit or living benefit under this Certificate;
- the date the Group Policy is terminated in accordance with its terms;
- you or your estate representative not providing us with notice and proof of your claim within the time limits specified in this Certificate; or
- the date of your death.

Limitations on Insurance Benefits

The maximum limits on your insurance are:

Essential			
Claim Event	**One-time Maximum Amount**	**Maximum Monthly Amount**	**Maximum Benefit Period per Occurrence**
Disability		$500	6 months
Loss of Employment		$500	6 months
Death	$10,000		
Terminal illness	$10,000		

Essential Plus			
Claim Event	**One-time Maximum Amount**	**Maximum Monthly Amount**	**Maximum Benefit Period per Occurrence**
Disability		$1000	6 months
Loss of Employment		$1000	6 months
Death	$20,000		
Terminal illness	$20,000		

Your insurance amounts and benefit terms are detailed on your Enrolment form. You choose your maximum amounts and maximum time periods when you enrol.

NOTE: Maximum Term of Insurance may be less than the term of your Loan or Lease. This means that when the Maximum Term of Insurance expires, your insurance coverage will end, and we will not pay any benefits after that time. If the term of your Loan or Lease is longer than the Maximum Term of Insurance, you may enrol for new insurance coverage when the Maximum Term of Insurance expires. Please refer to the heading Refinancing Your Loan or Lease for additional information.

NOTE: Any life insurance benefit or living benefit payable will include the Single Premium, even if the "Amount of Insured Loan or Lease" shown on your Insurance Enrolment exceeds the Maximum Insurance Available (excluding insurance premium).

Your Loan or Lease will not be insured for the full duration of the Loan or Lease term if:

- the term of your Loan or Lease extends beyond the "Coverage Termination Age" shown on your Insurance Enrolment; or
- the disbursement of funds for your Loan or Lease is after your Effective Date of Insurance.

Once your insurance coverage has expired, we will not pay any benefits after that time.

If your "Loan/Lease Payment Excluding Insurance" is greater than the Maximum Monthly Benefit Payable amount shown on your Insurance Enrolment, your Insured Monthly Benefit will be capped at the Maximum Monthly Benefit Payable amount.

This capped insured coverage amount will be used to calculate the Single Premium and pay insurance benefits at the time of claim.

Pre-Existing Condition Exclusion

NOTE: We will not pay any insurance benefits or refund your Single Premium if your life, living benefit, or Total Disability claim results directly or indirectly from, or is in any way related to, a Pre-Existing Condition.

A **Pre-Existing Condition** is any illness, disease, bodily injury, condition or symptom (regardless of whether or not a Diagnosis has been made) for which you sought or received, or a prudent person would have sought or received, Medical Advice or Treatment within the specified Pre-Existing Condition Exclusion Period as shown on your Insurance Enrolment, immediately preceding the Effective Date of Insurance.

For this definition of Pre-Existing Condition:

- **Medical Advice** or **Treatment** means consultation with any Licensed Physician or registered Health Care Practitioner. This includes, but is not limited to, medical or paramedical treatment and investigative tests, taking pills or any prescription medication, or receiving injections, for any condition related to the illness, disease or bodily injury for which you have made a claim.
- **Heath Care Practitioner** means a person lawfully entitled to provide insured health services, as defined under the Canada Health Act.

How Does the Pre-Existing Condition Exclusion Work?

If you had symptoms or were treated for a medical condition within a specified period of time before your insurance coverage began, we will not pay any insurance benefits if your life, living benefit or Total Disability claim occurs within a specified period of time after your insurance coverage began. These specified periods of time are shown together on your Insurance Enrolment as the Pre-Existing Condition Exclusion Period.

For Example:

Your Pre-Existing Condition Exclusion Period shown on your Insurance Enrolment is "6/6". You had symptoms and were treated for a heart condition five months before your coverage began. If your life, living benefit or Totally Disability claim occurred as a result of your heart condition, and your coverage had been in effect for less than six full months, we would not pay insurance benefits.

However, as long as you met all eligibility requirements for enrolment on the Effective Date of Insurance shown on your Insurance Enrolment, we would pay insurance benefits if your life, living benefit or Totally Disability claim occurred as a result of your heart condition, any time after your coverage has been in effect for six full months.

If your claim for disability insurance benefits was denied due to a Pre-Existing Condition, your insurance would remain in effect and continue.

Pre-Existing Condition Exclusion Period

The Pre-Existing Condition exclusion applies during the Pre-Existing Condition Exclusion Period shown on your Insurance Enrolment. We would pay insurance benefits if, after the Pre-Existing Condition Exclusion Period expired, your life, living benefit, or Total Disability claim was related to a Pre-Existing Condition.

EXCLUSIONS Applicable to All Coverages ("General Exclusions")

No insurance benefit will be paid regardless of the applicable coverage if the cause of loss or the loss is directly or indirectly related to:

- your committing or attempting to commit criminal offence;
- you are using or ingesting any drug, alcohol, poisonous substance, intoxicant and/or narcotic other than as prescribed and administrated by or in accordance with the instruction of a Licensed Physician;

- your operation or control of any motorized vehicle or watercraft with blood alcohol concentration in excess of legal limits in the applicable jurisdiction; or
- you or your estate representative failure to providing us with notice and proof of your claim within the time limits specified in this Certificate.
- All coverages are subject to limitations and exclusions described in this Certificate.

Life Insurance

If you have enrolled for insurance coverage and you meet the terms and conditions of this Certificate, when you die, we will pay a life insurance benefit to the Creditor. The life insurance benefit will be calculated by the Administrator and will be equal to the Negative Equity as of the date of your death.

Negative Equity means the difference between the Outstanding Balance of your insured Loan/Lease and the average wholesale Canadian black book value of your vehicle.

The Negative Equity calculation is subject to the Maximum Insurance Available (excluding insurance premium); as shown on your enrolment.

We will also pay Accrued Interest on the Outstanding Balance of your Insured Loan/ Lease as well as Settlement Interest to the Creditor.

NOTE: If the Negative Equity calculation is equal to zero, no life insurance benefit is payable.

Living Benefit

If you have enrolled for insurance coverage and meet the terms and conditions of this Certificate, then you are eligible for the living benefit.

If you are Diagnosed with a terminal illness (your life expectancy from that terminal illness is 12 months or less) as determined by a Licensed Physician we consider appropriate to make such a Diagnosis, you are eligible to make a living benefit claim.

NOTE: A living benefit claim must be made prior to death occurring. We will pay an insurance benefit to the Creditor. The living benefit amount will be calculated by the Administrator and will be equal to the Negative Equity as of the date of your Diagnosis of your terminal illness.

EXCLUSIONS Applicable to Life Insurance Benefit and Living Benefit

In addition to the General Exclusions, the life insurance benefit or living benefit is not payable if your cause of loss results directly or indirectly from or is in any way related to:

- any Pre-Existing Condition; or
- you committing Suicide within two years after the Effective Date of Insurance (applicable to life insurance benefit only).

The Life and living benefits are subject to the limitations and exclusions described in this Certificate.

Suicide means we will not pay a life insurance benefit if, within two years after the Effective Date of Insurance shown on your Insurance Enrolment, you die as a result of attempting to take your own life, regardless of your state of mind and whether you are aware or not of the result of your actions. If this happened, we would consider your insurance cancelled and we would pay a partial refund of your Single Premium as set out under the heading: Refund of Premium on Cancellation.

Disability Insurance

Disability Insurance Benefit

If you have enrolled for insurance coverage and you meet the terms and conditions of this Certificate, when you become Totally Disabled and your Total Disability insurance claim is approved, we will pay a monthly disability insurance benefit to the Creditor that is equal to the "Insured Monthly Benefit" as shown on your Insurance Enrolment. The "Insured Monthly Benefit" payable for disability benefits will not exceed the Maximum Monthly Benefit Payable shown on your Insurance Enrolment.

Disability insurance benefits will not exceed:

- the amount of insurance coverage for which you have enrolled; or
- the Maximum Benefit Period per Occurrence shown on your Insurance Enrolment.

You are responsible to make up any deficiency between your Loan or Lease payment amount and the disability insurance benefit.

Disability

A **Disability** is a medical impairment due to injury or illness which prevents you from performing the regular duties of your Principal Occupation.

To qualify for disability insurance benefits and to continue to receive these benefits, you must:

- be considered Actively at Work;
- be receiving Appropriate Medical Care, by a Licensed Physician we consider appropriate, for a medically determined sickness, disease or bodily injury or donation of an organ or tissue;
- not be engaged in any activity for wages or expectation of profit. However, at our sole discretion and judgment, we may continue to pay disability insurance benefits while you engage in a gradual Return to Work program or rehabilitative Employment we consider appropriate; and
- provide initial satisfactory proof of your Total Disability insurance claim and ongoing proof when requested.

At any time during the process of claiming or paying disability insurance benefits, we may require you to be assessed as we consider appropriate.

Actively at Work means you were working at any occupation for wages or profit and were capable of carrying out the substantial and material duties of that occupation for at least 20 hours per week for two consecutive weeks at any time between the Effective Date of Insurance and the date of Total Disability.

Totally Disabled and Total Disability

If you are Employed, are a Seasonal Employee, or are Self-Employed as of the date you become Totally Disabled, then Totally Disabled and Total Disability mean:

- you are not able to perform the substantial and material duties of your Principal Occupation; and
- you are receiving Appropriate Medical Care.

If you are unemployed, not working, retired, or receiving provincial, federal or any other benefits at the time you became Totally Disabled, then Totally Disabled and Total Disability mean:

a) the definite diagnosis of your total inability, due to disease or injury, to perform independently;
   i. with or without the aid of assistive devices;
   ii. at least 3 of 6 Activities of Daily Living; and
   iii. the diagnosis must be made by a Physician supported by an independent home care assessment made by an occupation therapist or equivalent

b) you are receiving Appropriate Medical Care.

Activities of Daily Living means the ability to perform all the basic needs of: eating, bathing, dressing, toileting, transferring and continence. The Activities of Daily Living are defined as follows:

- **bathing:** washing oneself in a bathtub, shower or by sponge bath;
- **dressing:** Putting on and removing necessary clothing, braces, artificial limbs or other surgical appliances;
- **toileting:** getting on and off the toilet and maintaining personal hygiene;

- **bladder and bowel continence:** managing your bladder and bowel function with or without protective undergarments or surgical appliances so that hygiene is maintained;
- **transferring:** moving in and out of a bed, chair or wheelchair; and
- **feeding:** consuming food or drink that already have been prepared and made available.

Recurring Disabilities

A Recurring Disability means if your Total Disability recurs within six months after you recover from the same or related Total Disability, we will consider this to be a continuation of your previous Total Disability. If this happens, the Elimination Period shown on your Insurance Enrolment will not apply to your claim for recurrence. The Recurring Disability benefit, whether paid consecutively or in aggregate, will not exceed the Maximum Benefit Period per Occurrence as shown on your Insurance Enrolment.

Concurrent Disabilities

A Concurrent Total Disability means you sustain a second Total Disability while you are already receiving disability benefits for an unrelated condition.

If this happens, a new Total Disability insurance claim can be submitted subject to the following:

- the medical condition causing the Concurrent Total Disability must be unrelated, (directly or indirectly) to the initial Total Disability; and
- if your Concurrent Total Disability insurance claim is approved and you are still Totally Disabled by it, we will begin payment of benefits on this new claim immediately after your initial Total Disability has ended. A new Maximum Benefit Period per Occurrence will begin.

When Do Disability Benefits Begin?

Once we have approved your claim, we will start paying disability insurance benefits to the Creditor as of the expiry of the Elimination Period.

Your "Insured Monthly Benefit" will not exceed the Maximum Monthly Benefit Payable, both shown on your Insurance Enrolment. The total amount of disability insurance benefits paid is subject to the Maximum Benefit Period per Occurrence also shown on your Insurance Enrolment.

EXCLUSIONS Applicable to Disability Benefit

In addition to the General Exclusions, the disability insurance benefit will not be payable if your Total Disability:

- is related to any Pre-Existing Condition;
- began prior to the Effective Date of Insurance;
- results from your normal pregnancy (that is, your pregnancy is not Diagnosed as high risk by a Licensed Physician we consider appropriate);
- began when you were confined, as a result of criminal proceedings against you, to a penal institution, government detention facility, hospital or similar institution;
- began after your insurance coverage ended;
- is related to you attempting to take your own life, regardless of your state of mind and whether you are aware or not of the result of your actions;
- is related to an elective surgery; or
- if you are receiving loss of employment insurance benefits from us under this Certificate.

When Do Disability Insurance Benefits End?

Disability benefits will be paid until the earliest of the following:

- the date you are no longer Totally Disabled;
- the date disability benefit payments have reached the Maximum Benefit Period Per Occurrence shown on your Insurance Enrolment
- the date your Residual Value/Balloon Payment becomes due;
- the date you become confined as a result of criminal proceedings against you, to a penal institution government detention facility, hospital or similarinstitution;
- the date you participate in any Business or occupation for wages or profit;
- your Loan or Lease has been paid in full;
- the date you are no longer under the active care of a Physician;
- the date you refuse to submit to a medical exam by a Physician selected by us;
- the date your insurance ends, as described under the heading: When Does Your Insurance Coverage End?;
- the date you fail to provide satisfactory proof of continuing Total Disability; or
- the date of your death.

Loss of Employment Insurance

Loss of Employment Insurance Benefit

If you have enrolled for insurance coverage and you meet the terms and conditions of this Certificate, when you are affected by an involuntary Loss of Employment and your loss of employment insurance claim is approved, we will pay a monthly loss of employment benefit to the Creditor that is equal to the "Insured Monthly Benefit" as shown on your Insurance Enrolment.

NOTE: If you are Self-Employed, a Seasonal Employee or an elected government official, you are not eligible for involuntary loss of employment insurance benefits.

The "Insured Monthly Benefit" payable for loss of employment benefits will not exceed the Maximum Monthly Benefit Payable shown on your Insurance Enrolment.

Loss of Employment insurance benefits will not exceed:

- the amount of insurance coverage for which you have enrolled; or
- the Maximum Benefit Period per Occurrence shown on your Insurance Enrolment.

You are responsible to make up any deficiency between your Loan or Lease payment and the loss of employment insurance benefit amount.

What Is Loss of Employment?

Loss of Employment means that your Employment was involuntarily terminated by your employer (not for cause) or suspended as a result of Layoff (temporary or permanent), and for which you are eligible to receive Unemployment Compensation.

To qualify for loss of employment insurance benefits and to continue to receive these benefits, you must:

- have been Actively at Work;
- upon experiencing an involuntary Loss of Employment, immediately register with the appropriate federal (and, where applicable, provincial) government department or agency in order to qualify for and receive Unemployment Compensation;
- provide us with evidence, which we consider satisfactory, of your registration for and receipt of Unemployment Compensation;
- be actively seeking Employment; and
- remain unemployed.

Actively at Work for loss of employment means you must have been Employed and have been continuously working at your Principal Occupation for a minimum of 20 hours per week for 12 consecutive months as of the effective date of your involuntary Loss of Employment.

When do Loss of Employment Benefits Begin?

Once we have approved your claim, we will start paying loss of employment insurance benefits to the Creditor as of the expiry of the Elimination Period.

Your "Insured Monthly Benefit" will not exceed the Maximum Monthly Benefit Payable, both shown on your Insurance Enrolment. The total amount of loss of employment insurance benefits paid is subject to the Maximum Benefit Period per Occurrence also shown on your Insurance Enrolment.

Recurring Loss of Employment

If your loss of employment recurs within six months after a previous period of involuntary Loss of Employment for which we have paid benefits, we will consider this a continuation of your previous involuntary Loss of Employment. If this happens, the Elimination Period shown on your Insurance Enrolment will not apply.

The recurring loss of employment insurance benefit whether paid consecutively or in aggregate will not exceed the Maximum Benefit Period per Occurrence as shown on your Insurance Enrolment.

EXCLUSIONS Applicable to Loss of Employment Benefit

In addition to the General Exclusions and the exclusion under the heading "Loss of Employment Within 60 Days", we will not pay loss of employment insurance benefits if:

- your loss of employment results from a Labour Dispute, Strike or Lockout;
- your loss of employment results from your resignation, retirement or your voluntary surrender of your Employment;
- your loss of employment results from dishonesty, fraud, conflict of interest, refusal to carry out your duties or willful or criminal misconduct;
- your loss of employment results from you being Self-Employed, a Seasonal Employee or an elected government official;
- your loss of employment results from or ends prior to the expiration of a specific contract of Employment;
- your loss of employment began prior to the Effective Date of Insurance shown on your Insurance Enrolment;
- your loss of employment began when you were confined, as a result of criminal proceedings against you, to a penal institution, government detention facility, hospital or similar institution;
- your loss of employment began after your insurance coverage ended;
- you are terminated by your employer for cause;
- you are on maternity or parental leave or leave of absence;
- you are receiving disability benefits from us; or
- your Unemployment Compensation claim is not paid for any reason.

Loss of Employment Within 60 Days

We will not pay loss of employment insurance benefits if your involuntary Loss of Employment begins within 60 days of the Effective Date of Insurance. This means that you will be eligible to claim loss of employment insurance benefits when you have once again been Employed for a minimum of 20 hours per week for 12 consecutive months.

When do Loss of Employment Benefits End?

Loss of employment insurance benefits will be paid until the earliest of the following:

- the date you Return to Work;
- the date you become Self-Employed;
- the date loss of employment benefit payments have reached the Maximum Benefit Period per Occurrence shown on your Insurance Enrolment;
- the date your Residual Value/Balloon Payment becomes due;
- the date you become confined, as a result of criminal proceedings against you, to a penal institution government detention facility, hospital or similar institution;
- the date you participate in any Business or occupation for wages or profit;
- your Loan or Lease has been paid in full;
- the date your insurance ends, as described under the heading: When Does Your Insurance Coverage End?;
- the date you begin receiving disability insurance benefits under this Certificate for the Loan or Lease;
- the date you do not provide satisfactory proof of your continuing receipt of Unemployment Compensation or satisfactory proof of your continuing unemployment; or
- the date of your death.

Refinancing Your Loan or Lease

Refinance means you and the Creditor agree to Refinance, replace, renew, extend or otherwise amend (collectively, "Refinance") your Insured Loan/Lease. Your coverage under this Certificate will automatically end at the same time as your Insured Loan/Lease is Refinanced. Unless you enrol for replacement insurance coverage with the Group Policyholder, you will not have any insurance on your Refinanced Loan or Lease.

What Happens on Refinancing?

If you enrol for insurance coverage on a new Loan or Lease amount, you will be issued a new Certificate, which will replace all of the terms and conditions of your previous certificate of insurance.

All exclusions, restrictions and limitations for your new insurance coverage will apply as of the effective date of insurance for your new insurance coverage amount(s). These will include, but will not be limited to, any applicable pre-existing condition exclusions and, for disability insurance, any applicable elimination period.

Reduced Benefits at Time of Claims

If we decline your claim for insurance benefits on your Refinanced Loan or Lease due to an exclusion under the new Certificate, but we would have paid benefits under your original Certificate had your insurance coverage not ended due to the refinancing of your Loan or Lease, we will pay limited insurance benefits. These benefits will be based on the type and amount of insurance coverage that we would otherwise have paid under the original Certificate.

Continuation of claim payments from a prior Certificate does not apply if you are transferring your Loan or Lease to another financial institution or to a different Creditor's Group Insurance product issued by Co-operators Life.

Refinancing Your Loan or Lease While on Disability

If you are receiving disability benefits and you Refinance your Loan or Lease, you may apply for disability insurance coverage on your new Loan or Lease amount.

As long as you are Totally Disabled, we will continue to pay disability insurance benefits to the extent of coverage under your previous certificate of insurance, and disability insurance coverage remains in force. However, your disability benefit will not exceed:

- the amount of the new Loan or Lease payment;
- the term of insurance on your new Loan or Lease; or
- the amount specified under the Maximum Monthly Benefit Payable.

How to Make a Claim

The insurance claims process is different for each type of claim as described below.

Claims Contact Information

CUMIS, A Division of Co-operators Life Insurance Company
P.O. Box 5065, 151 North Service Rd., Burlington, ON L7R 4C2
Attention: Claims Centre
Toll-free telephone: 1.800.263.9120

Toll-free confidential fax: 1.800.897.7065
Confidential email: claims.centre@cumis.com

To make a claim, CUMIS is the first point of contact for you, your next of kin, or your estate representative. When you make the initial call, we will start by verifying your identity and your Loan or Lease. We will coordinate obtaining the required claim forms and any other supporting Loan or Lease information we require. The information we require to establish your entitlement to benefits may be different for each type of claim. When a claim decision has been made, you or your estate representative as well as the creditor will be notified in writing. If we approve your claim, we will pay the benefits described in this Certificate of Insurance. If we decline your claim, we will provide you with reasons.

Notice Of Claim and Elimination Period – Important Time Limits

We encourage you to make your claim as soon as possible. We may deny your claim if it is not filed within the following time limit guidelines.

	Time Period
Disability	Within 30 days
Loss of Employment	Within 30 days
Death	Within 1 year
Terminal Illness	Within 30 days

*NOTE: For living benefit, disability or loss of employment insurance claims you must provide us with written notice **within 30 days** of the date your claim first arises (that is, the date you were Diagnosed with a terminal illness, you first became Totally Disabled, or your experienced an involuntary Loss of Employment). You must also submit proof of your claim, in a form we consider acceptable, **within 90 days** of the date your claim first arises. If we do not receive notice of claim within the specified time limits, you must provide a written reasonable cause for delay **within one year** of the date of claim, or as set out in provincial insurance legislation.*

Additionally, Disability and involuntary Loss of Employment claims are subject to an Elimination period. The Elimination Period is like a waiting period, and is counted as a consecutive number of days between the beginning of your Total Disability or involuntary Loss of Employment and the time you are eligible for benefits; and can be either **Non-Retroactive** or **Retroactive**. You must become and remain Totally Disabled or involuntarily unemployed throughout the Elimination Period before you are eligible for benefits.

a) **Non-Retroactive Elimination Period** means we will not pay benefits to the Creditor retroactively from the start of your Total Disability or involuntary Loss of Employment.
b) **Retroactive Elimination Period** means we will pay insurance benefits to the Creditor retroactively from the start of your Total Disability or involuntary Loss of Employment.

You are responsible for making your regular Loan or Lease payments to the Creditor during the Elimination Period and while your claim is under review.

The Elimination Period for loss of employment begins on the later of:

- the effective date of your involuntary Loss of Employment; and
- if applicable, the end of the period of time for which any severance payments apply.

	Elimination Period
Disability	Choice at time of enrolment of 30 days retroactive or non-retroactive
Loss of Employment	60 days non-retroactive

Other Important Claim Information

If You Have A Complaint

There may be times when you feel we haven't met your expectations, and we welcome the opportunity to try to make things right. If you have a concern about your claim, policy or the service you've received, there are simple steps you can take to have your voice heard. To get started, please visit our company website for further details on our complaint handling process:
https://www.cooperators.ca/en/have-an-insurance-concern/compliments-concerns/life-insurance-resolution.aspx

Appealing Your Claim

If the insurance claim is declined and there is disagreement with our decision, a formal written request to appeal may be submitted to us. The written request to appeal must explain why there is disagreement, and supporting documentation must be provided. Upon receipt, we will review the request and advise on our decision of the appeal.

If our decision of the appeal is not satisfactory, we will provide information on the steps which can be taken to have concerns reviewed further. This may include, if desired, contacting our Office of Fair Client Practices.

Mail: Office of Fair Client Practices
The Co-operators Group Limited
101 Cooper Drive
Guelph, ON N1C 0A4
Email: fairpractices@cooperators.ca
Phone: 1.877.720.6733

If you reside in Saskatchewan, you may also contact the Superintendent of Insurance:
Mail: Financial and Consumer Affairs Authority of Saskatchewan
Insurance and Real Estate Division
Attention: Superintendent of Insurance
Suite 601-1919 Saskatchewan Drive
Regina, SK S4P 4H2
Email: fcaa@gov.sk.ca
Phone: 1.306.787.6700
Fax: 1.306.787.9006

If you reside in Québec, you may also contact the Autorité des marches financiers:
Mail: Autorité des marches financiers
Assistance, Complaints and Compensation
Place de la Cité, Tour Cominar
2640 Laurier Blvd Suite 400
Québec, QC G1V 5C1

Phone: 1.877.525.0337
Fax: 1.877.285.4378

Important Time Limits For Taking Legal Action

Provincial Insurance legislation states:
Every action or proceeding against an Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation.
This means, if we decline your claim or terminate your insurance benefits, provincial laws strictly limit the time periods within which you may commence legal proceedings against us. This time period starts on the date we initially decline your claim or terminate insurance benefits.

Simultaneous Claims

Life and Living Benefit

If more than one Insured's death or diagnosis of terminal illness occurs on the same date, only one benefit will be paid based on the first Insured to claim; at which time all insurance under this Certificate will be terminated. In no circumstances will we pay more than the Maximum Insurance Available (excluding insurance premium).

Disability and Loss of Employment

If more than one Insured has a Total Disability and/or Loss of Employment claim at the same time, under the same Insured Loan/Lease, only one benefit will be paid at a time regardless of the number of individuals insured on the Loan or Lease. The benefit paid will be limited to the Maximum Benefit Period Per Occurrence and the Maximum Monthly Benefit Payable.

Rights Of Examination

We may ask you to have a medical examination by a Physician of our choice. We will pay for this examination, but will not pay any benefits if you refuse to have the examination.

Additional Information About Your Insurance

About Your Insurance Premium

Single Premium means the one-time, lump sum, total premium for this insurance coverage for which you have elected to enrol.

The "Total Single Premium" indicated on your Insurance Enrolment, is the sum of all premiums, plus applicable taxes. This amount is added to your "Loan/Lease Amount to be Insured", also shown on your Insurance Enrolment.

Premium Payments

Your Single Premium and applicable taxes are shown on your Insurance Enrollment as a lump sum for the insurance coverage for which you have elected to enroll.

Multi-Insured Discount

If more than one Insured, as shown on the Insurance Enrollment, has enrolled for the same type of insurance coverage on the Insured Loan/Lease, a discount will be applied to the Single Premium.

Cancellation of Certificate or Policy

We reserve the right to cancel the Group Policy. If this happens, your Group Policyholder will notify you at least 30 days before the effective date of cancellation, and we will honour all valid claims arising before that date.

Currency

All amounts payable to or by us shall be in Canadian dollars.

Material Misrepresentation

If you misrepresent information at time of claim (that is, if you provide incorrect information or fail to disclose information), which is material or important to your insurance, your insurance may be void from the beginning and treated as if never in force. In case of misrepresentation, we would decline your claim and, except for fraud, refund your Single Premium, less our applicable processing fee.

Misstatement of Age

If you misstated your age when you enrolled for insurance coverage, and as a result your correct age would have made you ineligible for Single Premium Creditor's Group Insurance coverage, the liability of Co-operators Life is limited to a refund of the Single Premium paid, and your insurance will be void as if it never existed. If this happened, we would decline your claim and refund your Single Premium, less our applicable processing fee.

If you would have been eligible for coverage based upon your correct age, we will make any adjustments to insurance benefits, premium or term that are necessary to continue coverage.

Conformity With Statutes

If, on the Effective Date of Insurance, any part of this Certificate of Insurance conflicts with the statutes governing this Certificate, the provisions of such statutes shall govern.

Contestability of Coverage

Contestability Period

If you make a claim for insurance benefits within the first two years of coverage, we will review the information you provided in your Insurance Enrollment to confirm that it is correct and complete. We will determine whether or not material misrepresentation is applicable.

Except if you misstate your age on your Insurance Enrollment, once your insurance has been in force for more than two years, we will generally only review your information if there is evidence of fraud. This two-year period is sometimes referred to as the Contestability Period and is a concept set out in the provincial insurance legislation.

How to Cancel Insurance Coverage

Your insurance coverage with Co-operators Life is entirely optional and voluntary and you may cancel it at any time.

However, you should keep in mind any conditions on your Loan or Lease which may require you to obtain insurance for the security of the Group Policyholder.

Call 1.800.510.8372 to cancel your insurance at any time.

- During the first 30 days, you will get a full refund.
- After 30 days, you may get a partial refund, depending on how long you've had your insurance, your claim history and other relevant factors.

You will have 30 days beginning on the Effective Date of Insurance to review this Certificate.

If you cancel your insurance coverage within 30 days of your Effective Date of Insurance, provided no claim has been made, you will receive a full refund of any Single Premium that you have paid, and the insurance coverage will be deemed never to have been in force.

You may also cancel this insurance any time after the 30-day review period, in accordance with this Certificate, and a partial refund of the Single Premium will be provided.

Refund of Single Premium on Cancellation

If you request cancellation of your insurance after the 30-day review period and before the last day of the "Maximum Term of Insurance" shown on your Insurance Enrolment, we will pay a partial refund of your Single Premium to the Creditor.

If you have added the Single Premium to your Loan or Lease, the Creditor will apply your refund to reduce or pay off your Insured Loan/Lease.

Your Single Premium refund will be calculated by the Administrator in the method chosen by the Creditor. We will calculate your Single Premium refund according to that refund method as explained further below, unless a different calculation is required by law.

NOTE: If your Group Policyholder is located in the province of Quebec, the Administrator will always calculate your Single Premium refund according to the Pro-Rata Refund Formula.

Rule of 78 Refund Formula:

If the refund method chosen by the Creditor is Rule of 78, then your Single Premium refund will be calculated according to the Rule of 78 Refund Formula shown below:

Rule of 78 Refund Formula: $\frac{(SP-CF) * T * (T+1)}{N * (N+I)}$

In the formula above:
"SP" is the Single Premium for your insurance coverage, less applicable taxes;
"T" is the total number of months remaining in your original insurance coverage period, rounded up or down to the nearest whole month; and
"N" is the total number of months in your original insurance coverage period.

Pro-Rata Refund Formula:

If the refund method chosen by the Creditor is Pro-Rata, then your Single Premium refund will be calculated according to the Pro-Rata Refund Formula shown below:

Pro-Rata Refund Formula: $\frac{SP * T}{N}$

In the formula above:
"SP" is the Single Premium for your insurance coverage, including applicable taxes;
"T" is the total number of days remaining in your original insurance coverage period; and
"N" is the total number of days in your original insurance coverage period.

Definitions

In this Certificate, certain words and phrases have specific meanings. These terms are explained in this section and in other places throughout this document.

Accident means a violent, external incident that is sudden, involuntary and unforeseen, causing bodily injuries directly and independently of any other cause, and does not include sickness, disease or any naturally occurring conditions.
Accrued Interest is the interest owing on the Outstanding Balance of your Insured Loan/Lease from the date of the last payment, as determined by the Creditor, to the date of your death, or the date of diagnosis of your terminal illness, depending on the insurance benefit payable, not to exceed 180 days.
Actively at Work has the meaning ascribed to it under the following sections:
i) "Disability" for disability benefits;
ii) "What Is Loss of Employment?" for loss of employment benefits.
Activities of Daily Living has the meaning ascribed to it under section "Totally Disabled and Total Disability".
Administrator means LGM Group Insurance Administrative Services Inc. or such other Administrator as we may appoint from time to time.
Appropriate Medical Care means you are undergoing available Medical Treatment. This includes, but is not limited to, taking pills or any prescription medication, receiving injections for any condition, and undergoing investigative medical tests for the illness, disease or bodily injury for which you have made your claim. The treatment must be effective, as determined by us, in assisting you with rehabilitation and restoration of functional capacity on a timely basis, including, but not limited to, participation in an occupational therapy program, physiotherapy, psychological or psychiatric counselling, or a pain behaviour modification program.
Business means a sole proprietorship, partnership, corporation or other entity operating a Business or farm that is indebted to the Group Policyholder under a Loan or Lease.
Concurrent Disabilities has the meaning ascribed to it under section "Totally Disabled and Total Disability".
Creditor means any authorized participating automotive or recreational vehicle dealership or a financial institution to which your Loan or Lease is assigned by such dealership, as shown on your Insurance Enrolment.
Diagnosis and **Diagnosed** mean a definitive written Diagnosis of a medical condition made by a Licensed Physician qualified to make that Diagnosis.
Disability has the meaning ascribed to it under section "Disability".
Effective Date of Insurance means the Effective Date of Insurance indicated on your Insurance Enrolment.
Elimination Period has the meaning ascribed to it under section " Notice Of Claim and Elimination Period – Important Time Limits".
Employed and **Employment** mean working for an employer who pays you wages or a salary. Employed does not include being Self-Employed.
Group Policy means the creditor's group insurance policy issued by Co-operators Life to the Group Policyholder which makes life insurance, disability insurance and loss of employment insurance available to all eligible individuals who choose to enrol and pay the required Single Premium.
Group Policyholder means the Group Policyholder/Dealership specified on your Insurance Enrolment.
Health Care Practitioner has the meaning ascribed to it under section "Pre-Existing Condition Exclusion".
Insurance Enrolment means the form completed and signed by you to enrol for optional and voluntary insurance available under the Group Policy.
Insured means an individual, including you, who has enrolled and has met all eligibility requirements for insurance under the Group Policy.
Insured Loan/Lease means the insured amount of your Loan or Lease for which you have enrolled and for which you have paid the required Single Premium. The amount of insurance coverage on your Loan or Lease may be less than your Loan/Lease Amount Excluding Insurance.
Labour Dispute means a voluntary and simultaneous work stoppage or disruption of work by a group of employees, of which you are a part, acting together against one or more employers in an industry or territory.
Layoff means a suspension of your Employment initiated by your employer, with a possibility of resumption, during which your employer does not pay you any compensation.
Lease means the principal amount the Creditor has agreed to extend to you for a fixed term under the terms of the lease agreement between you and the Creditor, as of the Effective Date of Insurance for which you have a legal obligation to repay. It is a contract between you and the Creditor for the use of a vehicle or other equipment, subject to stated terms and limitations, for a specified period and at a specified payment.
Licensed Physician or **Physician** means a person who is legally licensed to practice medicine by the licensing authority of the provincial jurisdiction in which he or she is practicing within the scope of his or her licensed authority.
Loan means a Loan granted to you by the Creditor, over a fixed term as specified in the agreement pertaining to your Loan.
Loan/Lease Amount Excluding Insurance means the total amount to be financed of your Loan or Lease (excluding Single Premium insurance) approved by the Creditor as of the Effective Date of Insurance shown on your Insurance Enrolment.
Lockout means the action of your employer in temporarily closing your place of Employment, without terminating your Employment, as a result of a Labour Dispute.
Loss of Employment has the meaning ascribed to it under section "What Is Loss of Employment?".
Maximum Benefit Period per Occurrence means the maximum limit on the total number of months for which we will pay disability insurance and loss of employment insurance benefits for a single claim, as shown on your Insurance Enrolment.
Maximum Insurance Available (excluding insurance premiums) means the maximum limit on the amount of life insurance coverage we will issue for any Loan or Lease as shown on your Insurance Enrolment.
Maximum Monthly Benefit Payable means the maximum limit on the monthly amount of disability insurance and loss of employment insurance benefits we will pay for any Loan or Lease, as shown on your Insurance Enrolment.
Maximum Term of Insurance means the maximum period of time of which we will provide insurance on any Loan or Lease, as shown on your Insurance Enrolment.
Medical Advice or Treatment has the meaning ascribed to it under section "Pre-Existing Condition Exclusion".
Negative Equity has the meaning ascribed to it under the section "Life Insurance".

Outstanding Balance means the present value of your remaining Loan payments or Lease payments (excluding the Residual/Balloon Amount) and is calculated as the lesser of:

i) amount determined by the Creditor that you owe on your Loan or Lease;
ii) the Insured Loan/Lease amount; or
iii) the Maximum Insurance Available (excluding insurance premium) shown on your Insurance Enrolment.

Pre-Existing Condition has the meaning ascribed to it under section "Pre-Existing Condition Exclusion".

Pre-Existing Condition Exclusion Period has the meaning ascribed to it under section "Pre-Existing Condition Exclusion".

Principal Occupation means the occupation from which you derived at least 75 per cent of your gross pay for the 12 month period immediately preceding the date of your Total Disability.

Recurring Disabilities has the meaning ascribed to it under section "Totally Disabled and Total Disability".

Recurring Loss of Employment has the meaning ascribed to it under section "When Do Loss of Employment Benefits Begin?".

Refinance has the meaning ascribed to it under section "Refinancing Your Loan or Lease".

Residual Value/Balloon Payment as shown on your Insurance Enrolment, means a lump sum payment due at the end of the term of your Loan or Lease. This amount is not insured with Single Premium insurance.

Return to Work means the date the Insured returns to work part-time, full-time or progressively, or on a temporary assignment, whether to carry out his or her normal duties, or any other duties.

Seasonal Employee means your occupation is solely and directly subject to specific, identifiable and predictable periods of time during each calendar year when work is unavailable due to seasonal changes in the weather or other natural, non-economic factors which limit the period of time during which you are able to perform your occupation.

Self-Employed means working for income derived directly from a Business you own, including a trade, occupation, profession, partnership, corporation or other entity in which you have an ownership interest of sufficient magnitude to influence, control or direct your continuing and future Employment.

Settlement Interest means interest on the Negative Equity amount of your Insured Loan/Lease which we will pay as part of insurance benefit. It is calculated, at a rate and for a term as determined by us, from the date of your death, or the date of diagnosis of your terminal illness, depending on the insurance benefit payable, not to exceed 90 days.

Single Premium has the meaning ascribed to it under section "About Your Insurance Premium".

Strike means any disruption in Employment due to a Labour Dispute or Lockout.

Suicide has the meaning ascribed to it under "EXCLUSIONS Applicable to Life Insurance Benefit and Living Benefit".

Totally Disabled and **Total Disability** has the meaning ascribed to it under section "Totally Disabled and Total Disability".

Unemployment Compensation means monetary and/or other benefits provided by any applicable federal or provincial Employment insurance program or Employment assistance program.