



# Insurance for your Loan or Lease Essential/Essential Plus Plans Summary

Single Premium Creditor's Group Insurance

Protection for when you are hit by an unexpected life event and find yourself unable to pay your loan or lease.

**Insurer**

**Co-operators Life Insurance Company**

1920 College Avenue,  
Regina, Saskatchewan S4P 1C4  
1-855-587-8595  
www.cooperators.ca

Number of licence issued by the *Autorité des marchés financiers* (AMF): 2000860463

Check the insurer's status in the AMF register at [lautorite.qc.ca](http://lautorite.qc.ca)

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

**Administrator**

**LGM Financial Services Inc.**

Suite 400, 1021 West Hastings Street  
Vancouver, British Columbia, V6E 03C

If you have any questions about your insurance, please contact the Administrator, LGM Financial Services Inc. at 1-866-269-0000.

**Distributor**

Name

Address

Telephone

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## Table of Contents

<b>1 Overview .....</b>	<b>3</b>
1.1 Who should use this summary	3
1.2 Offered insurance	3
<b>2 Who can sign up for this insurance .....</b>	<b>4</b>
2.1 Conditions you must meet	4
2.2 Additional conditions for Involuntary Loss of Employment Insurance	5
2.3 You must provide complete and accurate information	5
<b>3 Life Insurance .....</b>	<b>5</b>
3.1 Maximum amount covered	6
3.2 Exclusions (what is not covered)	6
<b>4 Living Benefit Insurance .....</b>	<b>7</b>
4.1 Maximum amount covered	7
4.2 Exclusions (what is not covered)	7
<b>5 Disability Insurance .....</b>	<b>8</b>
5.1 Conditions to benefit from this insurance coverage	8
5.2 Maximum amount covered	8
5.3 Duration of benefits	8
5.4 Recurring and Concurrent Disabilities	9
5.5 Exclusions (what is not covered)	9
<b>6 Loss of employment insurance .....</b>	<b>10</b>
6.1 Conditions to benefit from this insurance coverage	10
6.2 Maximum amount covered	11
6.3 Duration of benefits	11
6.4 Recurring Loss of Employment	12
6.5 Exclusions (what is not covered)	12
<b>7 Duration of this insurance .....</b>	<b>13</b>
7.1 Beginning of this insurance	13
7.2 End of this insurance	13
<b>8 Refinancing your Loan or Lease .....</b>	<b>14</b>
8.1 Refinancing your Loan or Lease ends your insurance	14
8.2 Refinancing while on Disability	14
<b>9 Cost of this insurance .....</b>	<b>15</b>
<b>10 Your right to cancel this insurance.....</b>	<b>15</b>
10.1 During the first 30 days (full refund)	15
10.2 After 30 days (partial refund)	15
<b>11 Our right to end this insurance.....</b>	<b>17</b>
<b>12 Making a claim .....</b>	<b>17</b>
12.1 Deadline to submit your claim	18
12.2 We reply in 30 days	18
<b>13 Your rights if you have a complaint .....</b>	<b>18</b>
<b>14 Definitions .....</b>	<b>19</b>

**In this Summary, certain capitalized words have specific and defined meanings. Please refer to the Definitions section at the end of this Summary.**

# 1 Overview

## 1.1 Who should use this summary

This summary is for you if:

- You lease or finance a vehicle and you wish to be entitled to insurance coverages that provide security during times of financial hardship at the occurrence of certain events.

This summary presents key aspects of the insurance product. It will help you to determine if this product meets your needs and to make an informed decision at the time of purchase.

This summary is not your insurance contract. For full details, refer to the sample Product Guide and Certificate of Insurance available at:

[www.cooperators.ca/en/Group/Group-Specialty-Market-Programs](http://www.cooperators.ca/en/Group/Group-Specialty-Market-Programs)

[www.cooperators.ca/fr-CA/Group/Group-Specialty-Market-Programs.aspx](http://www.cooperators.ca/fr-CA/Group/Group-Specialty-Market-Programs.aspx)

## 1.2 Offered insurance

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

	<b>Essential Plan</b>	<b>Essential Plus Plan</b>
<b>Life Insurance</b>	<b>\$10,000</b>	<b>\$20,000</b>
If you die, the Insurer pays the difference between the Outstanding balance of your insured Loan/Lease and the average wholesale Canadian black book value of your vehicle, up to a maximum of:	Or the amount included in your Insurance Enrolment, if less	Or the amount included in your Insurance Enrolment, if less
<b>Living Benefit</b>	<b>\$10,000</b>	<b>\$20,000</b>
If you are Diagnosed with a Terminal Illness, the Insurer pays the difference between the	Or the amount included in your Insurance Enrolment, if less	Or the amount included in your Insurance Enrolment, if less

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Outstanding balance of your insured Loan/Lease and the average wholesale Canadian black book value of your vehicle, up to a maximum of:

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<b>Disability Insurance</b>	<b>\$500</b>	<b>\$1,000</b>
If you become Totally Disabled, the Insurer pays the Insured Monthly Benefit on your insured Loan/Lease for a maximum of six months per claim, up to a maximum of:	Or the amount included in your Insurance Enrolment, if less	Or the amount included in your Insurance Enrolment, if less

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<b>Loss of Employment Insurance</b>	<b>\$500</b>	<b>\$1,000</b>
If you experience an Involuntary Loss of Employment, Insurer pays the Insured Monthly Benefit on your insured Loan/Lease for a maximum of six months per claim, up to a maximum of:	Or the amount included in your Insurance Enrolment, if less	Or the amount included in your Insurance Enrolment, if less

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### **Who receives the money?**

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

## **2 Who can sign up for this insurance**

### **2.1 Conditions you must meet**

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 **17 to 71 years old** inclusively;
- 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; and
- you have not made a claim for a living benefit under any creditor's group insurance policy or Product Guide and Certificate of Insurance issued by us.

## **2.2 Additional conditions for Involuntary Loss of Employment Insurance**

If you are Self-Employed, a Seasonal Employee or an elected government official, you are not eligible for Involuntary Loss of Employment insurance benefits.

## **2.3 You must provide complete and accurate information**

The information you provide when you sign up must be complete and accurate. Otherwise, we may cancel your insurance or reduce your benefits.

### **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.

### **Consequences of incomplete or inaccurate information**

If we discover that you provided incomplete or inaccurate information, we may, within the first two years of coverage:

- Deny your claim;
- Cancel your insurance (it will be treated as if it had never been in force); and
- Refund your Single Premium (except for fraud), less our applicable processing fee.

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 (except if you misstate your age on your Insurance Enrolment). This two-year period is sometimes referred to as the Contestability Period and is a concept set out in the provincial insurance legislation.

## **3 Life Insurance**

If 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 is the difference between the Outstanding Balance of your Insured Loan/Lease and the average wholesale Canadian black book value of your vehicle.

### 3.1 Maximum amount covered

Life insurance benefits payable will not exceed the lesser of the "Amount of Insured Loan or Lease (including financed insurance premium)" shown on your Insurance Enrolment, or:

- **\$10,000** if you enrol for the **Essential Plan**; or
- **\$20,000** if you enrol for the **Essential Plus Plan**.

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

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

### 3.2 Exclusions (what is not covered)

#### PRE-EXISTING CONDITION EXCLUSION

We will not pay a claim if your death

- occurs within 6 months after the Effective Date of Insurance; and
- results directly or indirectly from a Pre-Existing Condition during the 6 months immediately preceding the Effective Date of Insurance.

#### OTHER EXCLUSIONS

Also, the life insurance benefit is not payable if your death results directly or indirectly from or is in any way related to:

- you committing Suicide within two years after the Effective Date of Insurance;
- your committing or attempting to commit a criminal offence;
- you using or ingesting any drug, alcohol, poisonous substance, intoxicant and/or narcotic other than as prescribed and administered 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 not providing us with notice and proof of your claim within the time limits.

#### MORE THAN ONE INSURED

If more than one Insured's death occurs on the same date, only one benefit will be paid based on the first Insured to claim; at which time all insurance described in the Product Guide and Certificate of Insurance will be terminated. In no circumstances will we pay more than the Outstanding Balance on your Insured Loan/Lease; nor will the benefit payable exceed the Maximum Insurance Available (excluding insurance premium).

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

## 4 Living Benefit Insurance

If you are Diagnosed with a Terminal Illness, 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.

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

### 4.1 Maximum amount covered

The living benefit payable will not exceed the lesser of the "Amount of Insured Loan or Lease (including financed insurance premium)" shown on your Insurance Enrolment, or:

- **\$10,000** if you enrol for the **Essential Plan**; or
- **\$20,000** if you enrol for the **Essential Plus Plan**.

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

If the Negative Equity calculation is equal to zero, no living benefit is payable.

### 4.2 Exclusions (what is not covered)

#### PRE-EXISTING CONDITION EXCLUSION

We will not pay a claim if your Terminal Illness:

- occurs within 6 months after the Effective Date of Insurance; and
- results directly or indirectly from a Pre-Existing Condition during the 6 months immediately preceding the Effective Date of Insurance.

#### OTHER EXCLUSIONS

Also, the living benefit amount is not payable if your Terminal Illness results directly or indirectly from or is in any way related to:

- your committing or attempting to commit a criminal offence;
- you using or ingesting any drug, alcohol, poisonous substance, intoxicant and/or narcotic other than as prescribed and administered 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 not providing us with notice and proof of your claim within the time limits.

#### MORE THAN ONE INSURED

If more than one Insured's 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 described in the Product Guide and Certificate of Insurance will be

terminated. In no circumstances will we pay more than the Outstanding Balance on your Insured Loan/Lease; nor will the benefit payable exceed the Maximum Insurance Available (excluding insurance premium).

## 5 Disability Insurance

If you become Totally Disabled and your Total Disability insurance claim is approved, we will pay a monthly disability insurance benefit to the Creditor.

### 5.1 Conditions to benefit from this insurance coverage

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 accidental bodily injury;
- Not be engaged in any activity for wages or expectation of profit; however, at our sole discretion and judgement, 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.

### 5.2 Maximum amount covered

The Disability insurance benefits will not exceed the lesser of the "Monthly Loan/Lease Payment Amount to be Insured" shown on your Insurance Enrolment, or:

- **\$500** if you enrol for the **Essential Plan**; or
- **\$1,000** if you enrol for the **Essential Plus Plan**.

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

### 5.3 Duration of benefits

#### Delay before you start receiving benefits

We will start paying insurance benefits as of the expiry of a **30 Day Non-Retroactive Elimination Period**. A Non-Retroactive Elimination Period means we will not pay benefits to the Creditor retroactively to the start of your Total Disability. You must remain Totally Disabled throughout the Elimination Period before you are eligible for benefits.

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. Please also refer to the definition of Elimination Period for more details.

#### End of benefits



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 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 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: 7.2 of this summary;
- the date you fail to provide satisfactory proof of continuing Total Disability;  
or
- the date of your death.

## **5.4 Recurring and Concurrent Disabilities**

### **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.

## **5.5 Exclusions (what is not covered)**

### **Pre-Existing Condition Exclusion**

We will not pay a claim if your Disability:

- occurs within 6 months after the Effective Date of Insurance; and
- results directly or indirectly from a Pre-Existing Condition during the 6 months immediately preceding the Effective Date of Insurance.

### **Other Exclusions**

Also, the disability insurance benefit will not be payable if your Total Disability:

- 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;
- is related to you committing or attempting to commit a criminal offence;
- is related to you using, ingesting or enrolled in a rehabilitation program for ingesting any drug, alcohol, poisonous substance, intoxicant and/or narcotic other than as prescribed and administered by or in accordance with the instruction of a Licensed Physician;
- is related to your operation or control of any motorized vehicle or watercraft with blood alcohol concentration in excess of legal limits in the applicable jurisdiction;
- is related to an elective surgery; or
- if you are receiving loss of employment insurance benefits from us under the Product Guide and Certificate of Insurance.

### **More than one insured**

If more than one Insured has a Total Disability 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.

## **6 Loss of employment insurance**

If 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.

### **6.1 Conditions to benefit from this insurance coverage**

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.

You cannot benefit from this insurance coverage if you are Self-Employed, a Seasonal Employee or an elected government official.

## 6.2 Maximum amount covered

Loss of employment insurance benefits will not exceed the amount of insurance coverage for which you have enrolled and the maximum benefit period per occurrence shown on your Insurance Enrolment.

The loss of employment insurance benefits will not exceed the lesser of the "Monthly Loan/Lease Payment Amount to be Insured" shown on your Insurance Enrolment, or:

- **\$500** if you enrol for the **Essential Plan**; or
- **\$1,000** if you enrol for the **Essential Plus Plan**.

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

## 6.3 Duration of benefits

### Delay before you start receiving benefits

We will start paying loss of employment insurance benefits as of the expiry of a **60 Day Non-Retroactive** - Elimination Period. You must remain unemployed throughout the Elimination Period before you are eligible for benefits.

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.

### End of benefits

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: 7.2 of this summary;
- The date you begin receiving disability insurance benefits 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.

## **6.4 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.

## **6.5 Exclusions (what is not covered)**

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;
- You are terminated by your employer for cause;
- Your loss of employment began after your insurance coverage ended;
- You are on maternity or parental leave or leave of absence;
- You are receiving disability benefits from us; or
- Your claim results directly or indirectly from or is in any way related to:
  - a) you committing or attempting to commit a criminal offence;
  - b) you using or ingesting any drug, alcohol, poisonous substance, intoxicant and/or narcotic other than as prescribed and administered by or in accordance with the instruction of a Licensed Physician; or

- c) your operation or control of any motorized vehicle or watercraft with blood alcohol concentration in excess of legal limits in the applicable jurisdiction; 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.

### **More than one insured**

If more than one Insured has a 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.

## **7 Duration of this insurance**

### **7.1 Beginning of this insurance**

Your insurance begins on the Effective Date of Insurance as stated on your Insurance Enrolment.

### **7.2 End of this insurance**

All insurance coverage for which you have enrolled will end on the earlier of the following:

- a) the date you reach **73 years old**;
- b) the expiry of the Maximum Term of Insurance (**96 months**);
- c) the expiry of insurance, as shown on your Insurance Enrolment;
- d) 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;
- e) the date your Insured Loan/Lease is paid in full, Refinanced, discharged or assumed by another person;
- f) the date your Loan or Lease expires or is cancelled;
- g) 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);
- h) the date you transfer or assign your Insured Loan/Lease to a creditor other than the Creditor;
- i) the date you have missed more than six monthly payments, whether consecutive or not, on your Loan/Lease;
- j) the date we pay a life insurance benefit or living benefit;
- k) the date the Group Policy is terminated in accordance with its terms;

- l) you or your estate representative not providing us with notice and proof of your claim within the time limits specified in the Product Guide and Certificate of Insurance; or
- m) the date of your death.

## **8 Refinancing your Loan or Lease**

### **8.1 Refinancing your Loan or Lease ends your insurance**

Your coverage will automatically end at the same time as your Insured Loan/Lease is Refinanced.

To remain insured, you will need to enrol for replacement insurance coverage with the Group Policyholder. Otherwise, you will not have any insurance on your Refinanced Loan or Lease.

#### **New conditions will apply**

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

#### **Your Life Insurance and Disability Insurance may still apply if you stay insured with us**

We will pay your limited life insurance or disability insurance benefits if under your original Product Guide and Certificate of Insurance we would have paid benefits but have declined your claim for insurance benefits on your Refinanced Loan or Lease due to an exclusion under the then existing Product Guide and Certificate of Insurance. These benefits will be based on the type and amount of insurance coverage that you would have otherwise been paid under the original Product Guide and Certificate of Insurance.

### **8.2 Refinancing 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 Product Guide and 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 applicable to your new Product Guide and Certificate of Insurance.

## 9 Cost of this insurance

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

Single Premium means the one-time lump sum total premium including applicable taxes for all insurance coverages for which you have elected to enrol.

Your Single Premium is fixed and is shown on your Insurance Enrolment.

### **If more than one person is insured**

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

## 10 Your right to cancel this insurance

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

### **10.1 During the first 30 days (full refund)**

You will have **30 days** beginning on the Effective Date of Insurance to review the Product Guide and Certificate of Insurance. To cancel your insurance, please contact the Administrator at 1-866-269-0000.

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.

### **10.2 After 30 days (partial refund)**

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

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.

### **Refund of single premium on cancellation**

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.

The Creditor will choose one of the following formulas for this calculation:

**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:

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

In the formula above:

- a) "SP" is the Single Premium for your insurance coverage, less applicable taxes;
- b) "T" is the total number of months remaining in your original insurance coverage period, rounded up or down to the nearest whole month; and
- c) "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:

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

In the formula above:

- a) "SP" is the Single Premium for your insurance coverage, less applicable taxes;
- b) "T" is the total number of months remaining in your original insurance coverage period, rounded up or down to the nearest whole month; and
- c) "N" is the total number of months in your original insurance coverage period.

**Simple Interest Refund Formula:**

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

$$\text{Simple Interest Refund Formula: } (\text{OBIL @ Time T}) - (\text{OBL @ Time T})$$

Where:

- a) "OBIL" is the Outstanding Balance of your Insured Loan/Lease calculated according to the credit rate specified on your Loan or Lease documentation, which rate includes the cost of the Single Premium added to your Loan or Lease;



- b) "OBL" is the amount of the Outstanding Balance of your Loan or Lease would have been if you had not purchased Single Premium insurance on your Loan or Lease calculated according to the interest rate specified on your Loan or Lease documentation, which rate does not include the cost of the Single Premium added to your Loan or Lease; and
- c) "Time T" is the effective date of cancellation of your Single Premium insurance.

If you would like to obtain a quote for the amount of your Single Premium refund, you may contact the Administrator. An administrative fee of one hundred dollars (\$100.00) will be deducted from any refund. No refund will be paid if the amount is less than ten dollars (\$10.00) or if we have rescinded your insurance coverage due to fraud.

## 11 Our right to end this insurance

### **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.

### **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.

## 12 Making a claim

In the event of a claim, please contact CUMIS Life (CUMIS Life Insurance Company, an affiliate of the Co-operators Life Insurance Company) as soon as possible.

### **Contact information**

CUMIS Life Insurance Company  
151 North Service Road, P.O. Box 5065  
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](mailto:claims.centre@cumis.com)

Website: <https://www.cumis.com/en/claims/Pages/credit-mortgage.aspx>

**Keep paying your Loan or Lease while we process your claim**

Please note you will remain legally responsible to make your Loan or Lease payments to the Creditor throughout the course of any claim. We will notify you and the Creditor in writing if we approve or decline your claim. If we approve your claim, we will pay the benefits described here. If we decline your claim, we will provide you with reasons.

## **12.1 Deadline to submit your claim**

You must provide us with notice and proof of your claim within the time limits specified here. If you do not do so, we may decline your claim and not pay any insurance benefits.

### **Life Insurance – 1 year**

Your estate representative must submit notice and proof of claim **within one year** of the date of your death. This includes proof of your death and all other supporting documentation which we require.

### **All other insurance coverages – 30 days**

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.

## **12.2 We reply in 30 days**

Within **30 days** after receiving a satisfactory proof of claim, We will either:

- pay the benefits provided for under the Policy; **or**
- inform you in writing of the reasons why we believe that no benefits are payable.

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.

## **13 Your rights if you have a complaint**

If you disagree with our decision or if you have a complaint, you can:

1. Ask for an appeal;
2. Contact our Ombuds Office:

**Mail:**

Ombuds Office  
The Co-operators Group Limited  
130 Macdonell Street  
Guelph, ON N1H 6P8

**Email:** ombuds@cooperators.ca  
**Phone:** 1.877.720.6733  
**Fax:** 1.519.823.9944

3. Contact the Autorité des marchés financiers (Quebec only). Visit [www.lautorite.qc.ca](http://www.lautorite.qc.ca); and
4. Challenge our decision in court (only within certain time limits; check provincial laws).

For more information about our complaint resolution process, visit:

<https://www.cooperators.ca/en/have-an-insurance-concern/compliments-concerns/life-insurance-resolution.aspx>

## 14 Definitions

### **Accident**

Means a violent, external incident that is sudden, involuntary and unforeseen, causing bodily injuries directly and independently of any other cause. Accident does not include sickness, disease or any naturally occurring conditions.

### **Accrued Interest**

Means 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 Terminal Illness, depending on the insurance benefit payable, not to exceed 180 days.

### **Actively at Work**

#### **FOR DISABILITY INSURANCE**

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 immediately preceding the Effective Date of Insurance or, if not, at any time between the Effective Date of Insurance and the date of Total Disability.

#### **FOR LOSS OF EMPLOYMENT INSURANCE**

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 employment.

### **Activities of Daily Living**

Means the ability to perform all the basic needs of: eating, bathing, dressing, toileting, transferring (walking) and continence.

### **Administrator**

Means LGM Financial Services Inc.

### **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 counseling, 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 Creditor under a Loan or Lease.

### **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**

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

### **Effective Date of Insurance**

Means the Effective Date of Insurance indicated on your Insurance Enrolment.

### **Elimination Period**

#### **FOR DISABILITY INSURANCE**

The Elimination Period is like a waiting period, and is counted as a consecutive number of days between the beginning of your Total Disability and the time you are eligible for benefits.

The Elimination Period for disability insurance is 30 days Non-Retroactive. A Non-Retroactive Elimination Period means we will not pay benefits to the Creditor retroactively to the start of your Total Disability.

#### **FOR THE LOSS OF EMPLOYMENT INSURANCE**

The Elimination Period is like a waiting period and is counted as a consecutive number of days between the beginning of your Loss of Employment and the time you are eligible for benefits.

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

The Elimination Period for loss of employment insurance is 60 days Non-Retroactive.

### **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 Dealership specified on your Insurance Enrolment.

### **Health Care Practitioner**

Means a person lawfully entitled to provide insured health services, as defined under the Canada Health Act.

### **Insurance Enrolment**

Means the form completed and signed by you to enrol for one or more types of 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 one or more types of 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.

### **Involuntary Loss of Employment**

Means your Employment has ceased directly and solely as a result of:

- a complete and permanent severance of your Employment without cause; or
- a Layoff by your employer.

### **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**

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.

**Maximum Insurance Available (excluding insurance premium)**

Means the maximum limit on the amount of life insurance we will issue for any Loan or Lease:

- \$10,000 if you enrol for the Essential Plan; or
- \$20,000 if you enrol for the Essential Plus Plan.

**Maximum Term of Insurance**

Means the maximum period of time of which we will provide insurance on any Loan or Lease. The maximum term of insurance is 96 months.

**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.

## **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 the Insurance Enrolment.

## **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. the 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).

## **Pre-Existing Condition**

### **FOR LIFE INSURANCE AND DISABILITY INSURANCE**

Means any illness, disease or bodily injury, condition or symptom (regardless of whether or not a Diagnosis has been made) for which you sought or received Medical Advice or Treatment within the 6 months immediately preceding the Effective Date of Insurance.

### **CAUTION**

Please refer to section 3.2 and 5.5 for additional information on specific exclusions related to Pre-Existing Conditions.

## **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.

## **Refinance**

Means you and the Creditor agree to Refinance, replace, renew, extend or otherwise amend (collectively, "Refinance") your Insured Loan/Lease. The coverage described in the Product Guide and Certificate of Insurance 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.

## **Residual Value/Balloon Payment**

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, as shown on your Insurance Enrolment.

## **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 Outstanding Balance of your Insured Loan/Lease which we will pay as part of the insurance benefit. It is calculated, at a rate and for a term as determined by us, from the date of your death or Terminal Illness, depending on the insurance benefit payable, not to exceed 90 days.

### **Single Premium**

Means the one-time, lump sum, total premium for all insurance coverage(s) for which you have enrolled. The Single Premium is considered to be the cost of your insurance.

### **Strike**

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

### **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. If this happened, we would consider your insurance cancelled and we would pay a partial refund of your Single Premium as set out under section 10.2 of this summary.

### **Terminal Illness**

Means your life expectancy is 12 months or less, as determined by a Licensed Physician we consider appropriate to make such a Diagnosis.

### **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:

- a) you are not able to perform the substantial and material duties of your Principal Occupation; and
- b) 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) you are totally and continuously unable to carry out the normal Activities of Daily Living; and
- b) you are receiving Appropriate Medical Care.

**Unemployment Compensation**

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