## **Protection for Your Line of Credit**

Monthly Premium Creditor's Group Insurance (Life, Disability and Critical Illness)

**Product Guide and Certificate of Insurance** 



Client Services – 1.800.263.9120 www.cumis.com

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Creditor's group insurance is underwritten by Co-operators Life Insurance Company. Supporting services, such as enrolment intake, medical underwriting and claims administration, are provided by the employees of CUMIS Services Incorporated, a subsidiary of Co-operators Life Insurance Company. CUMIS® is a registered trademark of CUMIS Insurance Society, Inc., and is used with permission.

This Product Guide and Certificate of Insurance (together the "Product Guide") describes the optional insurance coverage for which you have enrolled and also acts as your certificate of insurance. Please read it together with a copy of your completed Insurance Enrolment provided to you by the Group Policyholder.

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

A summary of the principal provisions of the Group Policy is outlined in the following pages. If there is any conflict between the terms and conditions of the Product Guide and those described in the Group Policy, the terms and conditions of the Group Policy shall govern.

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

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

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

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

You may, at any time, request a copy of the Group Policy and any amendments made to it by contacting the Group Policyholder.

Please read this carefully and keep it in a safe place. You may need to refer to it later if you have questions about your insurance or if you need to make a claim.

### **Ouestions**

#### **About Your Insurance**

If you have any questions about your insurance, please call Client Services at 1.800.263.9120.

#### **About Your Line of Credit**

If you have any questions about your Line of Credit, please contact the Group Policyholder Contact shown on your Insurance Enrolment.



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### Introduction

### The Group Policy

Co-operators Life Insurance Company has issued a creditor's group insurance policy to the Group Policyholder specified on your Insurance Enrolment. The Group Policy provides creditor's group insurance, as described in this Product Guide, to eligible borrowers of the Group Policyholder who enrol and pay the required Premium.

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

#### Your Certificate Of Insurance

You are receiving this Product Guide and Certificate of Insurance because you chose to enrol in one or more types of insurance available to you under the Group Policy. It acts as your certificate of insurance and, along with your Insurance Enrolment (once insurance coverage is issued by us) is proof of your coverage under the Group Policy.

NOTE: The Group Policyholder may not offer all types of insurance described in this Product Guide. Please see your Insurance Enrolment to confirm the type of insurance for which you have enrolled.

The terms and conditions of your insurance are found in:

- your Insurance Enrolment;
- this Product Guide;
- the Group Policy and any amendments; and
- any offers of insurance coverage accepted by you in writing.

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

You have the right to examine and obtain a copy of the Group Policy and certain other written statements or records you have submitted to us (if any), subject to certain access limitations

### The Importance of Monthly Premium Insurance

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

If your insurance Premium payments are up to date and the information you provided when you enrolled is complete and accurate, insurance benefits will be payable, subject to the applicable terms, conditions and exclusions, as set out in this Product Guide and Certificate of Insurance

NOTE: You may be issued insurance coverage upon review of your application with exclusions not specified in this Product Guide. An offer will be sent to you separately regarding these exclusions, if any, which you will be required to accept in writing.



#### Insurance Benefits At A Glance

- **Life Insurance:** Pays off or reduces your Outstanding Balance on your Insured Line of Credit if you die.
- **Critical Illness Insurance:** Pays off or reduces your outstanding Insured Line of Credit if you are Diagnosed with a covered critical illness.
- **Disability Insurance:** Pays a monthly disability insurance benefit equal to three percent of the outstanding Insured Line of Credit if you become Totally Disabled.

### **Payment Of Insurance Benefits**

If payable, insurance benefits will be paid to the Group Policyholder. As the creditor for your Insured Line of Credit, the Group Policyholder will apply the benefits towards the Outstanding Balance of your Insured Line of Credit 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 Product Guide and Certificate of Insurance.

You are eligible to enrol for life insurance, critical illness insurance and disability insurance on your Line of Credit if, as of the Effective Date of Insurance or Requested Effective Date 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 Line of Credit to the Group Policyholder, either as a borrower, co-borrower, co-signer, guarantor or endorser;
- you have a legal obligation to repay your Line of Credit to the Group Policyholder 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 for each type of insurance for which you have enrolled, as shown on your Insurance Enrolment; and
- you have not made a claim for a living benefit (accelerated death 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 Monthly Premium Creditor's Group Insurance coverage begins on the latest of the following dates:

- the Effective Date of Insurance or Requested Effective Date as stated on your Insurance Enrolment; or
- the date of written notice of approval of your Monthly Premium Insurance certificate

If you would like to enrol for additional benefits which were previously waived, or make any changes to your existing coverage, you may contact the Group Policyholder for more information.

A debit of insurance Premium from your account, or the collection of insurance Premium in error, does not make insurance effective if you are not otherwise eligible or insurable for coverage.

### When Does Your Insurance Coverage End?

All insurance coverage, that is, life insurance, critical illness and/or disability insurance coverage, for which you have enrolled, will end on the earlier of the following:

- a) the date you reach the Coverage Termination Age as shown on your Insurance Enrolment:
- b) 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;
- d) the date you close your Insured Line of Credit;
- e) the date you are released, by operation of law, from your legal obligation to repay your Insured Line of Credit (whether upon discharge from bankruptcy or otherwise);
- f) the date you transfer or assign your Insured Line of Credit to a creditor other than the Group Policyholder;
- g) the date your insurance Premium is more than 75 days in arrears;
- h) the date we pay a living benefit under this Product Guide;
- i) the date the Group Policy is terminated in accordance with its terms; and
- j) the date of your death.

NOTE: If more than one borrower has been issued the same type of insurance coverage, as shown on your Insurance Enrolment, insurance may end for one borrower as described under this general heading. Insurance coverage which we have issued for other borrowers on the same enrolment may continue, subject to the terms and conditions contained in this Product Guide.



#### **Limitations On Insurance Benefits**

For all insurance, there are limits on the total amount of insurance you can obtain and how long your insurance will remain in force. For disability insurance, there are also limits on how long we will pay benefits if a claim is made. The amount of insurance coverage on your Line of Credit may be less than your Authorized Line of Credit Limit.

**Maximum Benefit Period Per Occurrence** means the maximum limit on the total number of months for which we will pay disability insurance benefits for a single claim, as shown on your Insurance Enrolment.

**Maximum Cumulative Benefit Payable** means the maximum limit on the total amount of disability insurance benefits we will pay for any Line of Credit, as shown on your Insurance Enrolment.

If your life insurance coverage amount or, if applicable, critical illness insurance coverage amount is less than the Maximum Cumulative Benefit Payable, your disability insurance benefit payments will be capped at the life or critical illness insurance coverage amount.

**Maximum Insurance Available** means the maximum limit on the amount of life insurance and critical illness insurance coverage we will issue for any Line of Credit as shown on your Insurance Enrolment.

**Maximum Monthly Benefit Payable** means the maximum limit on the monthly amount of disability insurance benefits we will pay for any Line of Credit, as shown on your Insurance Enrolment.

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

### Insurance Coverage Based on Authorized Line of Credit Limit

#### **Guaranteed Maximum Insurance Amount**

At time of enrolment, we will automatically issue the insurance coverage for which you have enrolled and you are not required to answer health questions if:

- you have enrolled for insurance coverage on your Line of Credit based on an amount less than or equal to the Guaranteed Maximum Insurance Amount shown on your Insurance Enrolment; and
- you meet all of the eligibility requirements when you complete your Insurance Enrolment



#### Reduced Insurance Benefit

#### If we do not issue insurance coverage above the Guaranteed Maximum Insurance Amount

If you enrol for, but we do not issue, insurance coverage above the Guaranteed Maximum Insurance Amount shown on your Insurance Enrolment, you will then be issued insurance coverage at the Guaranteed Maximum Insurance Amount. We will notify you of this revised amount in writing. Insurance Premium may be different as a result.

The Guaranteed Maximum Insurance Amount is only available at the time insurance coverage is issued.

NOTE: For disability insurance coverage, the Maximum Monthly Disability Benefit and the Maximum Cumulative Benefit Payable shown on your Insurance Enrolment will be reduced to reflect the amount of disability insurance coverage we have issued.

If your Authorized Line of Credit amount is greater than the Maximum Insurance Available amount shown on your Insurance Enrolment, and if you enrol for and we issue insurance coverage, your Insured Line of Credit will be capped at the Maximum Insurance Available amount. This capped insured coverage amount will be used to calculate Premium and pay insurance benefits at the time of claim.

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

#### Insurance coverage less than or equal to the Guaranteed Maximum Insurance Amount

NOTE: If your Insured Line of Credit is equal to or less than the Guaranteed Maximum Insurance Amount shown on your Insurance Enrolment, we will not pay any insurance benefits or refund your monthly Premium if your life, living benefit, critical illness 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 (PEC) Exclusion Period (in months) 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, critical illness 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 (in months) as the Pre-Existing Condition Exclusion Period.

#### For Example:

Your Pre-Existing Condition Exclusion Period shown on your Insurance Enrolment (in months) is "6/6". You had symptoms and were treated for a heart condition five months before your coverage began. If your life, living benefit, critical illness or Total 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, critical illness or Total Disability claim occurred as a result of your heart condition, any time after your coverage has been in effect for six full months.

However, if your claim for disability insurance benefits or critical illness 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, critical illness or Total Disability claim was related to a Pre-Existing Condition

### Life Insurance

### **Applying for Coverage**

If you are applying for life insurance coverage, you must answer the health questions on the Insurance Enrolment if:

- your Authorized Line of Credit Limit is higher than the Guaranteed Maximum Insurance Amount shown on your Insurance Enrolment; and
- you have enrolled for insurance coverage based on more than the Guaranteed Maximum Insurance Amount.

Your answers help us assess your eligibility for the amount of insurance for which you have enrolled.



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Your application for insurance coverage may be automatically issued. If your application does not qualify for automatic approval, then we will also ask you to provide us with additional health, medical or other information as part of our assessment.

When we have completed our review of your eligibility for life insurance, we will notify you in writing if we issue or decline your application for life insurance coverage.

#### What Is The Life Insurance Benefit?

If you have been issued life insurance coverage and you meet the terms and conditions of this Product Guide, when you die, we will pay a life insurance benefit calculated as outlined below

#### If you Die from an Accident

If you die from an Accident, we will pay a life insurance benefit equal to the Outstanding Balance of your Insured Line of Credit as of the date of your death, as calculated by the Group Policyholder.

We will also pay Accrued Interest on the applicable amount as calculated above as well as Cheques in Transit and Settlement Interest.

#### If you Die from Other Causes

If you die from causes other than an Accident, we will pay a life insurance benefit equal to the lesser of the following amounts, as calculated by the Group Policyholder:

- the Outstanding Balance of your Insured Line of Credit as of the date of your death; and
- 110 per cent of the average monthly Outstanding Balance of your Insured Line of Credit for the 12 month period preceding the date of your death.

We will also pay Accrued Interest on the applicable amount as calculated above, as well as Cheques in Transit and Settlement Interest.

Life insurance benefits payable will not exceed:

- the amount of insurance coverage which we have issued to you; or
- the Maximum Insurance Available shown on your Insurance Enrolment.

NOTE: If the amount of insurance for which you have enrolled and we have issued is less than your Authorized Line of Credit Limit, the amount of your life insurance benefit will be reduced as described under the heading: Reduced Insurance Benefit.

This life insurance benefit is subject to the limitations and exclusions described in this Product Guide.



### What Is A Living Benefit?

If we issue life insurance coverage to you, then you are eligible for the living benefit (accelerated death 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 based on the date of your Diagnosis equal to the lesser of the following amounts, as calculated by the Group Policyholder:

The amount of living benefit payable will be the lesser of:

- the Outstanding Balance of your Insured Line of Credit as of the Date of Diagnosis of your terminal illness; and
- 110 per cent of the average monthly Outstanding Balance of your Insured Line of Credit for the 12 month period preceding the Date of Diagnosis of your terminal illness.

We will also pay Accrued Interest on the applicable amount as calculated above, as well as Cheques in Transit and Settlement Interest.

The amount of insurance payable for a living benefit will not exceed:

- the amount of life insurance coverage which we have issued to you; or
- the Maximum Insurance Available shown on your Insurance Enrolment.

NOTE: If the amount of insurance for which you have enrolled and we have issued is less than your Authorized Line of Credit Limit, your living benefit insurance amount will be reduced as described under the heading: Reduced Insurance Benefit.

This living benefit is subject to the limitations and exclusions described in this Product Guide.

# **EXCLUSIONS: When Your Life Insurance Benefit Will Not Be Paid**

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:

- you committing Suicide within two years after the Effective Date of Insurance (applicable to life insurance benefit only);
- you 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 specified in this Product Guide.

#### After Payment of a Critical Illness Insurance Benefit

We will not pay a life insurance benefit if, within 12 months of the date you were Diagnosed with a critical illness, you die from any illness, disease, bodily injury, or condition (regardless of whether or not a Diagnosis has been made) related directly or indirectly to the Diagnosis for which we paid the critical illness insurance benefit.

### Critical Illness Insurance

### **Applying for Coverage**

You are eligible to enrol for critical illness insurance on your Line of Credit if, as of the Effective Date of Insurance or Requested Effective Date shown on your Insurance Enrolment:

- you have also enrolled for life insurance on your Line of Credit; and
- you have not had a claim for a critical illness insurance benefit under any creditor's group insurance policy or certificate of insurance issued by us.

The amount of critical illness insurance coverage for which you enrol must be the same as the amount of life insurance for which you enrol.

If you are applying for critical illness insurance coverage, you must answer the health questions on the Insurance Enrolment if:

- your Authorized Line of Credit Limit is higher than the Guaranteed Maximum Insurance Amount shown on your Insurance Enrolment; and
- you have enrolled for insurance coverage based on more than the Guaranteed Maximum Insurance Amount.

Your answers help us assess your eligibility for the amount of insurance for which you have enrolled.

Your application for insurance coverage may be automatically issued. If your application does not qualify for automatic approval, then we will also ask you to provide us with additional health, medical or other information as part of our assessment.

When we have completed our review of your eligibility for critical illness insurance, we will notify you in writing if we issue or decline your critical illness insurance coverage.



#### What is the Critical Illness Insurance Benefit?

If you have been issued critical illness insurance coverage and you meet the terms and conditions of this Product Guide, we will pay an insurance benefit as of the date of your Diagnosis with a critical illness as confirmed by appropriate results.

NOTE: If you are Diagnosed with a critical illness and we pay a critical illness insurance benefit under this Product Guide, your critical illness insurance will end. However, your life insurance (and, if applicable, disability insurance) will continue, subject to the exclusions described in this Product Guide.

To be eligible for a critical illness insurance benefit, your Diagnosis of heart attack, stroke or cancer must be made after the Effective Date of Insurance and before your insurance ends.

If you are Diagnosed with a critical illness, we will pay a critical illness insurance benefit equal to the lesser of the following amounts, as calculated by the Group Policyholder:

- the Outstanding Balance of your Insured Line of Credit as of the Date of Diagnosis of your critical illness; and
- 110 per cent of the average monthly Outstanding Balance of your Insured Line of Credit for the 12 month period preceding the Date of Diagnosis of your critical illness

We will also pay Accrued Interest on the applicable amount as calculated above as well as Cheques in Transit and Settlement Interest.

Critical Illness insurance benefits payable will not exceed:

- the amount of insurance coverage which we have issued to you; or
- the Maximum Insurance Available shown on your Insurance Enrolment.

NOTE: If the amount of insurance for which you have enrolled and we have issued is less than your Authorized Line of Credit Limit, the amount of your critical illness insurance benefit will be reduced as described under the heading: Reduced Insurance Benefit.

This critical illness insurance benefit is subject to the limitations and exclusions described in this Product Guide

### What is a Critical Illness?

Critical illnesses are Heart Attack, Stroke and Cancer, which are defined as follows:

**Heart Attack** (acute myocardial infarction) means the definite Diagnosis of death of heart muscle, due to obstruction of blood flow, that results in a rise and fall of cardiac biomarker to levels considered diagnostic of acute myocardial infarction, with at least one (1) of the following:

- heart attack symptoms;
- new electrocardiogram (ECG) changes consistent with a heart attack; or



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 development of new pathological Q waves on ECG following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and or angioplasty.

#### **Heart Attack Exclusions:**

Heart Attack does not include, and we will not pay a critical illness insurance benefit for, any of the following:

- a) ECG changes suggestive of a prior myocardial infarction;
- b) other acute coronary syndromes, including angina pectoris and unstable angina; or
- c) elevated cardiac biomarkers and/or symptoms that are due to medical procedures or diagnoses other than heart attack.

The Diagnosis of Heart Attack (acute myocardial infarction) must be made by a Specialist.

**Stroke** (cerebrovascular accident resulting in persistent neurological deficits) is defined as a definite Diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis, hemorrhage, or embolism, with:

- acute onset of new neurological symptoms, and
- new objective neurological deficits on clinical examination, persisting
  continuously for more than 30 days following the Date of Diagnosis.
  These new symptoms and deficits must be corroborated by diagnostic imaging
  testing showing changes that are consistent in character, location and timing
  with the new neurological deficits.

For the purpose of this Product Guide, neurological deficits must be detectable by a Specialist and may include, but are not restricted to, measurable loss of hearing, measurable loss of vision, measurable changes in neuro-cognitive function, objective loss of sensation, paralysis, localized weakness, dysarthria (difficulty with pronunciation), dysphasia, (difficulty with speech), dysphagia (difficulty swallowing), impaired gait (difficulty walking), difficulty with balance, lack of coordination, or new-onset seizures undergoing treatment. Headache or fatigue will not be considered a neurological deficit.

#### **Stroke Exclusions:**

Stroke does not include, and we will not pay a critical illness insurance benefit for, any of the following medical conditions:

- a) Transient Ischaemic Attacks (TIA);
- b) intracerebral vascular events due to trauma;
- c) ischaemic disorders of the vestibular system;
- d) death of tissue of the optic nerve or retina without total loss of vision of that eye; or,
- e) lacunar infarcts which do not meet the definition of stroke as described above.

The Diagnosis of a Stroke must be made by a Specialist.

**Cancer** means the definite Diagnosis of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Cancer includes: carcinoma, melanoma, leukemia, lymphoma, and sarcoma.



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For the purpose of this Product Guide:

- T1a or T1b prostate cancer means a clinically inapparent tumour that was not palpable on digital rectal examination and was incidentally found in resected prostatic tissue
- the term gastrointestinal stromal tumours (GIST) classified as AJCC Stage 1 means:
  - i) gastric and omental GIST that are less than or equal to 10 cm in greatest dimension with five or fewer mitoses per 5 mm<sup>2</sup>, or 50 per HPF; or
  - ii) small intestinal, esophageal, colorectal, mesenteric and peritoneal GISTs that are less than or equal to 5 cm in greatest dimension with 5 or fewer mitoses per 5 mm<sup>2</sup>, or 50 per HPF;
- the terms Tis, Ta, T1a, T1b, T1 and AJCC stage 1 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8th Edition. 2018.
- the term Rai stage 0 is as defined in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pastemack: Clinical staging of chronic lymphocytic leukemia. Blood 46:219. 1975.

#### Cancer Exclusions:

Cancer does not include, and we will not pay a critical illness insurance benefit for, any of the following medical conditions:

- a) lesions described as benign, non-invasive, pre-malignant, of low and/or uncertain malignant potential, borderline, carcinoma in situ, or tumours classified as Tis or Ta;
- b) malignant melanoma of skin that is less than or equal to 1.0mm in thickness, unless it is ulcerated or is accompanied by lymph node or distant metastasis;
- c) any non-melanoma skin cancer, without lymph node or distant metastasis. This includes but is not limited to, cutaneous T cell lymphoma, basal cell carcinoma, squamous cell carcinoma or Merkel cell carcinoma;
- d) prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;
- e) papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0cm in greatest dimension and classified as T1, without lymph node or distant metastasis:
- f) chronic lymphocytic leukemia classified as Rai stage 0 without enlargement of lymph nodes, spleen or liver and with normal red blood cell and platelet counts;
- g) gastro-intestinal stromal tumours classified as AJCC Stage 1;
- h) grade 1 neuroendocrine tumours (carcinoid) confined to the affected organ, treated with surgery alone and requiring no additional treatment, other than perioperative medication to oppose effects from hormonal over secretion by the tumour; or
- i) thymomas (stage1) confined to the thymus, without evidence of invasion into the capsule or spread beyond the thymus.

The Diagnosis of Cancer must be made by a Specialist and must be confirmed by a pathology report.



# EXCLUSIONS: When Your Critical Illness Insurance Benefit Will Not Be Paid

The critical illness insurance benefit will not be payable if your medical condition is a result of:

- your Diagnosis:
  - a) not fully meeting the requirements for the definitions of heart attack, stroke or cancer, described above; or
  - b) is specifically listed under the headings *Heart Attack Exclusions, Stroke Exclusions* or *Cancer Exclusions*, described above;
- your medical condition results directly or indirectly from you self-inflicting an injury or 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;
- you 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 specified in this Product Guide.

#### Cancer within 90 days

A Critical Illness benefit will not be payable if within 90 days following the Effective Date of Insurance, you have any of the following:

- signs, symptoms or investigations leading directly or indirectly to a Diagnosis of any cancer (covered or not covered under this Product Guide); or
- a Diagnosis of any cancer (covered or not covered under this Product Guide).

If this happens, we will cancel your critical illness insurance coverage and provide a full refund of any Premium paid for this coverage.

### **Pre-Existing Cancer Exclusion**

# Insurance coverage less than or equal to the Guaranteed Maximum Insurance Amount

The pre-existing cancer exclusion explained below applies only if your critical illness insurance coverage is less than or equal to the Guaranteed Maximum Insurance Amount stated on your Insurance Enrolment.

We will not pay a critical illness insurance benefit for a Diagnosis of cancer if you had any cancer at any time before the Effective Date of Insurance.

NOTE: For critical illness insurance, the Pre-Existing Condition Exclusion Period shown on your Insurance Enrolment does not apply if you have ever had any form of cancer (that is, not just a form of cancer covered by critical illness insurance available under this Product Guide). If this applies to you, we will not pay a critical illness insurance benefit for any Diagnosis of cancer. We explain this further below.

If at any time prior to the Effective Date of Insurance:

- you were Diagnosed with any cancer; or
- if you were not yet Diagnosed with any cancer, but:
  - a) you had apparent signs or symptoms of any cancer; or
  - b) you sought or received, or a prudent person would have sought or received, Medical Advice or Treatment relating to the apparent signs or symptoms of any cancer;

Then we will not pay a critical illness insurance benefit for:

- your Diagnosis of a covered cancer;
- any recurrence of that covered cancer; or
- any future Diagnosis of any other covered cancer.

For the purposes of this pre-existing cancer exclusion:

- Any cancer means any form of cancer (that is, not just a form of cancer covered by critical illness insurance under this Product Guide).
- Covered cancer means a form of cancer covered by critical illness insurance under this Product Guide, subject to this pre-existing cancer exclusion.
- Non-covered cancer means a form of cancer that is not covered by critical illness insurance under this Product Guide.

# **Disability Insurance**

### **Applying for Coverage**

If you are applying for disability insurance coverage, you must answer the health questions on the Insurance Enrolment if:

- your Authorized Line of Credit Limit is higher than the Guaranteed Maximum Insurance Amount shown on your Insurance Enrolment; and
- you have enrolled for insurance coverage based on more than the Guaranteed Maximum Insurance Amount.

Your answers help us assess your eligibility for the amount of insurance for which you have enrolled.

Your application for insurance coverage may be automatically issued. If your application does not qualify for automatic approval, then we will also ask you to provide us with additional health, medical or other information as part of our assessment.

When we have completed our review of your eligibility for disability insurance, we will notify you in writing if we issue or decline your disability insurance coverage.

If we decline your application for disability insurance coverage, we may be able to offer you insurance coverage with exclusions, based on the amount of insurance for which you have enrolled. If applicable, we will make our offer in writing, which you will have an opportunity to accept or decline within the time limit specified.

### What Is The Disability Insurance Benefit?

If you have been issued disability insurance coverage and you meet the terms and conditions of this Product Guide, we will pay a disability insurance benefit as outlined below.

#### If you become Totally Disabled from an Accident

If you become Totally Disabled from an Accident, we will pay a monthly disability insurance benefit equal to three per cent of the Outstanding Balance of your Insured Line of Credit as calculated by the Group Policyholder, as of the date of your Total Disability.

The monthly disability insurance benefit payable will not exceed the Maximum Monthly Benefit Payable shown on your Insurance Enrolment.

#### If you become Totally Disabled from Other Causes

If you become Totally Disabled from causes other than an Accident, we will pay a monthly disability insurance benefit equal to three per cent of the lesser of the following amounts, as calculated by the Group Policyholder:

- the Outstanding Balance of your Insured Line of Credit as of the date of your Total Disability; and
- 110 per cent of the average monthly Outstanding Balance of your Insured Line of Credit for the 12 month period preceding the date of your Total Disability.

Disability insurance benefits will not exceed:

- the amount of insurance coverage which we have issued to you;
- the Maximum Cumulative Benefit Payable shown on your Insurance Enrolment; or
- the Maximum Monthly Benefit Payable shown on your Insurance Enrolment.

You are responsible to make up any deficiency between your monthly Line of Credit payment amount and the disability insurance benefit.

This disability insurance benefit is subject to the limitations and exclusions described in this Product Guide.

### What Is A Disability?

A disability is a medical impairment due to injury or illness which prevents you from performing the regular duties of your Principal Occupation for the first 12 months of disability, and following this, prevents you from performing the duties of any 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, 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 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 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.

### Terms specific to Disability Insurance and what they mean:

#### **Elimination Period**

The Elimination Period is like a waiting period, counted as a consecutive number of days between the beginning of your Total Disability and the time you are eligible for benefits. You must become Totally Disabled and remain Totally Disabled throughout the Elimination Period which is shown on your Insurance Enrolment, before you are eligible for benefits.

You are responsible for making your regular Line of Credit payments during the Elimination Period and while your claim is under review.

#### **Totally Disabled and Total Disability**

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

- for the first 12 consecutive months from the date you became Totally Disabled, that:
  - a) you are not able to perform the substantial and material duties of your Principal Occupation; and
  - b) you are receiving Appropriate Medical Care; and
- after the first 12 consecutive months of Total Disability, then Totally Disabled and Total Disability mean that:
  - a) you are not able to perform the duties of any occupation for which you are reasonably qualified by education, training or experience; 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) 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.



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**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

NOTE: If we approve your claim for disability insurance benefits, the monthly disability insurance benefit amount will be calculated and will remain the same for the duration of the claim period. If you add to or pay down the Outstanding Balance of your Insured Line of Credit after the date of your Total Disability, the monthly benefit amount we pay will not change.

#### **Recurring Disabilities**

If your Total Disability recurs within six months after you recover from the same or a 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 insurance 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 insurance benefits for an unrelated condition.

If this happens, a new Total Disability 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 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 will begin.



### When Do Disability Benefits Begin?

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

Your monthly disability insurance benefit will be calculated as stated above under the heading: What is the Disability Insurance Benefit? This amount will not exceed the Maximum Monthly Benefit Payable shown on your Insurance Enrolment. The total amount of disability insurance benefits paid will not exceed the Maximum Cumulative Benefit Payable and is subject to the Maximum Benefit Period Per Occurrence also shown on your Insurance Enrolment.

# EXCLUSIONS: When Your Disability Benefit Will Not Be Paid

The disability insurance benefit will not be payable if your Total Disability:

- began prior to the Effective Date of Insurance;
- is related to any offers for disability insurance with exclusions accepted by you in writing;
- 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 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
- you or your estate representative not providing us with notice and proof of your claim within the time limits specified in this Product Guide.

**After Payment of a Critical Illness Insurance Benefit:** We will not pay a disability insurance benefit if, within 12 months of the date you were Diagnosed with a critical illness, you become Totally Disabled from any illness, disease, bodily injury, or condition (regardless of whether or not a Diagnosis has been made) related directly or indirectly to the Diagnosis for which we paid the critical illness insurance benefit.



### When Do Disability Insurance Benefits End?

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

- the date you are no longer Totally Disabled;
- the date disability insurance benefit payments have reached the Maximum Benefit Period Per Occurrence in months shown on your Insurance Enrolment;
- the date the cumulative total of all disability insurance benefits we have paid equals the Maximum Cumulative Benefit Payable shown on your Insurance Enrolment;
- the date your Line of Credit is paid out;
- 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;
- you are no longer under the active care of a Physician;
- you refuse to submit to a medical exam by a Physician selected by us;
- the date you fail to provide satisfactory proof of continuing Total Disability;
- the date your insurance ends, as described under the heading: When does your insurance coverage end?; or
- the date the cumulative total of all the monthly disability insurance benefits we have paid for your Total Disability equals:
  - a) the Outstanding Balance of your Insured Line of Credit on the date of your Total Disability; or
  - b) 110 per cent of the average monthly Outstanding Balance of your Insured Line of Credit for the 12 month period preceding the date of your Total Disability.

NOTE: If the Maximum Cumulative Benefit Payable, shown on your insurance enrolment, for disability insurance benefits has been reached, your disability insurance coverage will be terminated, and insurance premiums for this coverage will cease.

# **Refinancing Your Line of Credit**

**Refinance** means you and the Group Policyholder agree to Refinance, replace, renew, extend or otherwise amend your Insured Line of Credit.

If you Refinance your Line of Credit, you will have the option to reapply for insurance coverage on the new Line of Credit amount, or maintain your existing Line of Credit insurance coverage.

### What Happens On Refinancing?

If you enrol for, and we issue insurance coverage on, the new Line of Credit 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 certificate of insurance.



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If you enrol for, and we issue coverage above the Guaranteed Maximum Insurance Amount on your new Authorized Line of Credit Limit, 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).

NOTE: If you Refinance, and choose not to reapply for insurance coverage, or to maintain your existing Line of Credit insurance coverage, your coverage will remain in effect until 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.

#### Prior Coverage Recognition – (Applicable for Single Borrower Coverage Only)

If during the authorization of a Line of Credit increase, your application for new insurance coverage is not issued, we may provide an offer to recognize the insurance coverage that was in effect immediately prior to the Authorized Line of Credit Limit increase, subject to the limits and conditions of the prior certificate.

Prior Coverage Recognition is available when only one individual has applied for Line of Credit insurance on a Refinance.

Prior Coverage Recognition will only be applicable when we receive confirmation from you in writing of our offer to maintain existing insurance coverage.

If you do not accept our offer to maintain existing insurance coverage, we will issue coverage to the Guaranteed Maximum Insurance Amount which may have different rates.

Claim payments will be calculated on the insurance coverage issued as a result of the Prior Coverage Recognition Offer.

# Prior Coverage Recognition Example - (Applicable for Single Borrower Coverage Only)

You have an existing Insured Line of Credit of \$100,000. Your Authorized Line of Credit Limit has increased to \$150,000 and you have chosen to apply for life, critical illness, and disability insurance.

Coverage type	Life Insurance / Critical Illness Insurance / Disability Insurance Coverage issued
Original Line of Credit Amount:	\$100,000
Authorized Line of Credit Limit Increase by Group Policyholder to \$150,000	Application for insurance to be processed
Application for Insurance Coverage Declined on Line of Credit Increase (\$150,000)	Offer made to maintain existing insurance coverage amount.  All terms and conditions of prior coverage apply.
Offer Accepted	Coverage = \$100,000
Offer Not Accepted	Coverage = Guaranteed Maximum Insurance Amount (Premium rates subject to change)

### **Refinancing Your Line of Credit While on Disability**

If you are receiving disability insurance benefits and you Refinance your Line of Credit, you may apply for disability insurance coverage on your new Line of Credit amount.

If your application for disability insurance coverage on the new Line of Credit amount is declined, 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:

- three percent of your new insured disability coverage amount; or
- the amount specified under the Maximum Monthly Benefit Payable.

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

### **How To Make A Claim**

### **Notice Of Claim – Important Time Limits**

NOTE: In the event of a claim, please contact us as soon as possible. You must provide us with notice and proof of your claim within the time limits specified in this Product Guide. If you do not do so, we may decline your claim and not pay any insurance benefits.

The insurance claims process is different for each type of claim as described in the Proof of Claim section below. You may also obtain information on submitting a claim by visiting <a href="https://www.cumis.com">www.cumis.com</a> or by contacting us directly for assistance.

CUMIS, A Division of Co-operators Life Insurance Company P.O. Box 5065, 151 North Service Road, 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

### **Proof Of Claim**

#### Life Insurance Claim

To make a life insurance claim, the Group Policyholder is the first point of contact for your next of kin or your estate representative. The Group Policyholder has access to the required claim forms, will assist in completing those forms and will know what supporting Line of Credit information we require. Once completed, the Group Policyholder will submit the necessary documents to us and initiate the claim.



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We will coordinate obtaining the required information with the Group Policyholder and your estate representative. The Group Policyholder will be notified when a claim decision has been made who will then notify your estate representative. At any time your estate representative may contact us or the Group Policyholder for the status of the claim.

NOTE: 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.

#### Living Benefit, Critical Illness Or Disability Insurance Claim

To make a living benefit, critical illness, or disability insurance claim, contact our Claims Centre. When you make the initial call, we will start by asking you for information so we can identify you and your Line of Credit. The information we require to establish your entitlement to benefits may be different for each type of claim.

After your claim is submitted, we will let you know if we require additional documentation or information. We will also ask you to complete and return to us an authorization form so we may obtain information directly from your Physician(s), employer or other sources we consider appropriate.

Please note you will remain legally responsible to make your Line of Credit payments and pay your insurance Premium to the Group Policyholder throughout the course of any claim. We will notify you and the Group Policyholder in writing if we approve or decline your claim. If we approve your claim, we will pay the benefits described in this Product Guide. If we decline your claim, we will provide you with reasons.

NOTE: 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, critical illness or you first became Totally Disabled). 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 these 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.

### **Other Important Claim Information**

#### **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. 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 designated OmbudService.



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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

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:** <u>fcaa@gov.sk.ca</u> **Phone:** 1.306.787.6700 **Fax:** 1.306.787.9006

### **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 to recover insurance benefits. This time period starts on the date we initially decline your claim or terminate insurance benefits.

### Simultaneous Claims

### Life, Critical Illness and Living Benefit

If more than one Insured's death or Diagnosis of a critical illness or 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 Product Guide will be terminated. In no circumstances will we pay more than the Outstanding Balance on your Insured Line of Credit; nor will the benefit payable exceed the Maximum Insurance Available.

#### Disability

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



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#### **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**

**Premium** means the total premium payable for all insurance coverage(s) for which you have elected to enrol and we have issued. The Premium is considered to be the cost of your insurance.

Your monthly insurance Premium is calculated based on your attained age at the end of each billing period and the Outstanding Balance of your Insured Line of Credit Loan for the previous month, as calculated by the Group Policyholder. This means, your monthly premium rates will increase with age according to age bands, each of which is generally five years. For example: ages 26 to 30, ages 30 to 35, ages 36 to 40, etc. Your insurance Premium is calculated for each type of insurance for which you enrol and we issue coverage. Further information about the monthly premium and age banded rates is available from the Group Policyholder.

If your Authorized Line of Credit Limit is more than the amount of insurance coverage we have issued to you, your monthly insurance Premium will be based on the amount of insurance we have issued.

#### **Premium Payments**

Each month, your insurance Premium, plus applicable taxes, is payable to Co-operators Life and is withdrawn from the account you specified, and in accordance with terms on your Insurance Enrolment.

If the average Outstanding Balance on your Insured Line of Credit is zero in any given month, no Premium is charged.

### **Missed Premium Payments and Grace Period**

To keep your insurance in force, your Premium must be paid when due.

#### **Grace Period**

If your Premium is not paid when due and remains unpaid, your insurance coverage will remain in force for a Grace Period of 75 days. After this time, your insurance will lapse (that is, automatically end) and you will not have any insurance coverage under this Product Guide.

The Grace Period will not apply if this Policy is terminated by us or by the Group Policyholder.



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#### Claim arising during Grace Period

If you die, become Totally Disabled or are Diagnosed with a critical illness or terminal illness during the Grace Period, we will calculate any insurance benefits that may be payable based on the end of the period to which your last payment of Premium applied. We may also deduct any unpaid Premium from any insurance benefits that may be payable.

#### **Multi Insured Discount**

A Premium discount will apply if more than one Insured, as shown on your Insurance Enrolment, has been issued coverage for the same type of insurance on the Line of Credit.

Premium will be calculated for each Insured and added together. The discount will be applied on the total Premium and will be adjusted according to the number of Insureds with the same type of benefit.

#### **Premium Rate Changes**

Under the terms of the Group Policy, we may change Premium rates on written notice to the Group Policyholder. Written notice will also be sent to you by regular mail to your address as it appears on file, at least 30 days before the Premium rate is changed. Except in cases where a change in legislation or regulation directly affects the insurance coverage provided under the Group Policy, the Premium rate will not be changed more than once in any twelve (12) month period.

### **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**

A material misrepresentation occurs if you do not answer required health, smoking status or other questions correctly or completely (that is, if you fail to disclose information or give incorrect information relating to your Insurance Enrolment or at time of claim) and we provide you with insurance coverage that we would not have issued if you answered the questions correctly and completely.

If you misrepresent 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 insurance coverage, deny any pending claim, and except for fraud, refund your Premium less our applicable processing fee.



### **Misstatement Of Age**

If you misstated your age on your Insurance Enrolment and as a result your correct age would have made you ineligible for Monthly Premium Creditor's Group insurance coverage, the liability of Co-operators Life Insurance Company is limited to a refund of Premium paid, and your insurance will be void as if it never existed.

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.

### **Misrepresentation of Smoking Status**

If you misstated your smoking status or habits on your Insurance Enrolment, we will consider this a material misrepresentation and your insurance would be void from the beginning (that is, treated as if never in force). If this happened, we would decline your claim and, except for fraud, refund your Premium, less our applicable processing fee.

### **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 Enrolment to confirm that it is correct and complete. We will determine whether or not material misrepresentation is applicable.

Except if you misstate your age or smoking status on your Insurance Enrolment, 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 provincial insurance legislation.

### 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. <a href="https://www.cumis.com/en/about-cumis/Pages/credit-mortgage-protection-complaint-resolution-process.aspx">https://www.cumis.com/en/about-cumis/Pages/credit-mortgage-protection-complaint-resolution-process.aspx</a>



# How To Cancel Insurance Coverage

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

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

To cancel your insurance, please contact the Group Policyholder Contact shown on your Insurance Enrolment.

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 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 Product Guide, with no Premium refund, unless required by law



### **Definitions**

In this Product Guide, 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. Accident does not include sickness, disease or any naturally occurring conditions.

Accrued Interest is the interest owing on the Outstanding Balance of your Insured Line of Credit from the date of the last payment, as determined by the Group Policyholder, to the date of your death or the Date of Diagnosis of your critical illness or terminal illness, depending on the insurance benefit payable, not to exceed 180 days.

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 immediately preceding the Effective Date of Insurance or Requested Effective Date shown on your Insurance Enrolment; or, if not, at any time between the Effective Date of Insurance or Requested Effective Date shown on your Insurance Enrolment and the date of Total Disability.

**Activities of Daily Living** has the meaning ascribed to it under section "Terms Specific to Disability and What They Mean".

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.

**Authorized Line of Credit Limit** means the maximum amount of funds which you may borrow on your Line of Credit, as authorized and approved by

Credit, as authorized and approved by the Group Policyholder as of the date you apply for insurance coverage.

**Business** means a sole proprietorship, partnership, corporation or other entity operating a business or farm that is indebted to the Group Policyholder under a Line of Credit.

Cheques in Transit means any cheques you have written or any debits you have authorized on your Line of Credit prior to the date of your death, Total Disability, Date of Diagnosis of terminal illness or critical illness, and which are processed within 15 days of that date, up to a maximum cumulative total of \$5.000.

**Date of Diagnosis** means the date in which a final Diagnosis is made following the completion of testing and, in the presence of cancer, the date confirmed through biopsies, in order to determine the presence and extent of a certain disease or condition.

**Diagnosis** and **Diagnosed** mean a definitive written Diagnosis of a medical condition made by a Licensed Physician qualified to make that Diagnosis.

Effective Date of Insurance means the later of Effective Date of Insurance or Requested Effective Date indicated on your Insurance Enrolment, or, the date you have been notified by us in writing that your insurance coverage has been issued.

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**Elimination Period** is like a waiting period and is counted as a consecutive number of days beginning on the date of your Total Disability; and can be either **Non-Retroactive** or **Retroactive**. We will start paying insurance benefits as of the expiry of the Elimination Period.

- Non-Retroactive Elimination Period means we will not pay benefits retroactively to the start of your Total Disability.
- Retroactive means we will pay insurance benefits retroactively to the start of your Total Disability.

**Employed** and **Employment** mean working for an employer who pays you wages or a salary. Employed does not include being Self-Employed.

**Grace Period** means the period of time your Premium is not paid when due and remains unpaid.

**Group Policy** means the creditor's group insurance policy issued by Co-operators Life to the Group Policyholder which makes life insurance, critical illness insurance and disability insurance available to all eligible individuals who choose to enrol and pay the required Premium.

**Group Policyholder** means the Group Policyholder 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 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 Line of Credit means the amount of your Line of Credit for which we have issued insurance coverage for you and for which you have paid the required monthly Premium. The amount of insurance coverage on your Line of Credit may be less than your Authorized Line of Credit Limit.

**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.

Line of Credit means the Line of Credit granted to you by the Group Policyholder, as of the Effective Date of Insurance or Requested Effective Date shown on your Insurance Enrolment, which permits you to borrow funds up to your Authorized Line of Credit Limit, make repayments in any amount at any time, and obtain any number of re-advances as long as your Authorized Line of Credit Limit is not exceeded.

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.

**Outstanding Balance** means the Outstanding Balance of your Insured Line of Credit, as calculated by the Group Policyholder, upon which the monthly Premium is calculated and payable.

**Premium** means the total premium payable for all insurance coverage(s) for which you have elected to enrol and we have issued. The Premium is considered to be the cost of your insurance.

Monthly Premium Creditor's Group Insurance - Line of Credit

**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 "What Is A Disability?".

**Refinance** means you and the Group Policyholder agree to Refinance, replace, renew, extend or otherwise amend your Insured Line of Credit.

Requested Effective Date is the date you have applied for each type of insurance as shown on your Insurance Enrolment if your Authorized Line of Credit Limit is greater than the Guaranteed Maximum Insurance Amount.

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 Line of Credit 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 the Date of Diagnosis of your critical illness or terminal illness, depending on the insurance benefit payable, not to exceed 90 days.

Specialist means a Licensed Physician who has been trained in the specific area of medicine relevant to the covered critical illness condition for which a benefit is being claimed and who has been certified by a specialty examining board. In the absence or unavailability of a Specialist and as approved by us, a condition may be Diagnosed by a qualified Licensed Physician practicing in Canada.

**Suicide** means 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, within two years after the Effective Date of Insurance.



# **Your Privacy Matters To Us**

Co-operators Life Insurance Company recognizes and respects the importance of privacy. When you enrol for insurance coverage, we establish a confidential file and collect, use and disclose your personal information for the purposes of issuing, administering and servicing your insurance. You may access and correct, if needed, the personal information in your file by sending us a request in writing.

We limit access to your personal information to our staff and other persons we have authorized who have a need to know it to perform their duties. We may store or process your personal information in Canada, the United States or other countries and, under applicable law, governments, courts, law enforcement or regulatory agencies may, by lawful order, obtain disclosure of your personal information.

We may also share your personal information with the Group Policyholder and its affiliates, affiliates of Co-operators Life Insurance Company or with entities with whom the Group Policyholder or Co-operators Life Insurance Company have made arrangements to advise you of products and services that may be of interest to you. You may choose not to have your personal information shared or used for these additional purposes by contacting us.

For more information about our privacy practices please visit <a href="www.cooperators.ca">www.cooperators.ca</a>. If you have questions about your privacy you may call us, toll-free, at 1-800-667-8164, send an e-mail to us at <a href="mailto:Privacy@cooperators.ca">Privacy@cooperators.ca</a>, or write to us at Co-operators Life Insurance Company, 1900 Albert St, Regina, SK S4P 4K8, Attention: Privacy Officer.

# **CUMIS**

Client Services – 1.800.263.9120 www.cumis.com

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