

# Certificate of Insurance



## Protection Plan

### Group Policy Number GC790Y

P O Box 1097, Station B, Willowdale, Ontario M2K 3A2

Toll Free : 1 866 487-0494

The "Insurer" :  
Trisura Guarantee Insurance Company ("Trisura")  
(Herein called "We", "Our", "Us" or "Company")

Certificate Number :

Insured Borrower :

Print Date :

Date of Birth: (mm/dd/yyyy)

Telephone:

Email:

## Part 1 – Insuring Agreement

In consideration of the Application to Enroll ("Application") and of the payment of Premium when due as provided herein, We have issued this Certificate of Insurance to the person named as the "Insured Borrower" in the Certificate of Insurance (herein called the "Insured Borrower", "You" or "Your") and We agree to pay the benefits described in this Certificate of Insurance ("Certificate"), subject to all of its terms, conditions and limitations. This Certificate is not assignable. This Certificate is valid only with the completed, dated and signed Application.

In this Certificate and Your Application, certain words have specific and defined meanings. Please refer to Your the Definitions section of this Certificate of Insurance for the specific meanings of defined terms. The Premium is shown on the Application. Benefits under the Group Policy are payable solely to the Creditor to reduce or extinguish the Loan.

This Certificate goes into effect on the Date Insurance Begins shown in the Application, on the condition that the information provided in the Application remains true and complete on such effective date, and provided the initial premium is paid when due. All periods of insurance shall begin and end at 12:01 A.M., Standard Time, at Your address as shown on Our records.

IN WITNESSWHEREOF, We have caused this Policy to be signed at Toronto, Ontario.

## Part 2 – Introduction and General Provisions

Protection Plan, underwritten by Trisura, pays benefits in the event of a covered claim for Serious Illness, Accident and Sickness, Dismemberment, and Involuntary Loss of Employment.

Capitalized terms found in this Certificate are specifically defined in the DEFINITIONS section, to which You must refer in reading this Certificate.

This Certificate is provided to document Your coverage and to help You understand how this insurance works and evaluate if it suits Your needs. If additional information about this insurance is required, please contact Us at **1 866 487-0494** weekdays from 8:30 a.m. to 6:00 p.m. Eastern Standard Time.

**This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.**

The Certificate of Insurance ("Certificates") replaces any and all Certificates of Insurance previously issued to You with respect to the Group Policy. This Certificate and the Group Policy are non-participating. This Certificate is valid only with the completed, dated and signed Application to Enroll.

The following terminology in the Certificate refers to information contained in the Application to Enroll ("Application"), where applicable: "Creditor", "Date Loan Begins", "Dealer", "Group Policyholder", "Monthly Payment", "Amount Insured", "Monthly Amount Insured", "Plan Maximum", "Premium", "Term of Loan", and "Term of Insurance".

**Satisfaction Review Period** - If, after reviewing this Certificate, You find the insurance to be unsatisfactory, You may terminate coverage (in writing) within 30 days after this Certificate has been issued to You in which event coverage will be deemed to have never been in effect and any initial premium paid by You shall be refunded. (See Premium Refund section.)

**Currency** - All references to dollars in this Certificate mean Canadian dollars.

**Misstatement of Age** - If Your age has been stated incorrectly and We could not have issued this Certificate because the correct age does not meet the Insurers' minimum rules, We can declare the coverage invalid within the period permitted by law.

**Limitation of Actions and Claims** - 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 the *Limitations Act, 2002* or other applicable legislation in Your province of residence.

**The Contract** - The Application to Enroll, the Group Policy and any amendment to the Group Policy constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

**Assignment** - This Certificate is not assignable.

**Waiver** - We shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by Us.

**Rights of Examination** - As a condition precedent to recovery of insurance

money under this contract, the claimant shall afford to Us an opportunity to examine the person insured when and so often as We reasonably require while the claim hereunder is pending.

**Access to Documents** - You and any claimant under this Certificate have the right, as determined by law applicable in Your province or territory of residence, to obtain a copy of Your Application to Enroll, any written evidence of insurability (as applicable) and the Group Policy, on request, subject to certain access limitations.

**Applicable Law** - The coverage under this Certificate shall be contestable in accordance with the applicable laws in the jurisdiction where You reside.

**Conformity with Statutes** - Any provision of the Group Policy which, on its effective date, is in conflict with the statutes of the jurisdiction in which the Group Policy was delivered or issued for delivery is amended to conform with the minimum requirements of such statutes.

**Sanctions** - This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

**Complaint Procedures** - If You have a complaint or inquiry about any aspect of this insurance, please call 1 866 487-0494. The Insurers will do their best to resolve Your complaint or inquiry. If for some reason the Insurers are unable to do so to Your satisfaction, You may communicate the complaint or inquiry in writing to: OmbudService for Life & Health Insurance at 20 Adelaide Street East, Suite 802, P.O. Box 29, Toronto, Ontario M5C 2T6.

If Your complaint or inquiry concerns any consumer provision found in federal law please contact the Financial Consumer Agency of Canada at 1-866-461-3222 or in writing at 6th floor, 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9.

**Protecting Your Personal Information** - At Trisura, we are committed to protecting our customers' privacy. Trisura's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by us, our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and co-ordinating coverage with other insurers. For these purposes, we, our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Trisura may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Trisura Guarantee Insurance Company, 333 Bay Street, Suite 1610, Toronto, Ontario M5H 2R2. For more information on privacy at Trisura, visit [Trisura.com](http://Trisura.com)

## Part 3 – Definitions

**Accident** means a sudden, unforeseen and fortuitous event.

**Actively Working** means either:

1. on the Date Insurance Begins, You are actively working for legal wage or profit at least 25 hours per week for a minimum of 40 weeks per year and are able to perform the regular duties of Your occupation; OR
2. on the Date Insurance Begins, You are a Seasonal Employee and so employed for legal wage or profit for 13 consecutive weeks during the 12-month period immediately preceding the Date Insurance Begins and You are able to work or perform the regular duties of Your occupation; OR
3. You were Employed Continuously and were able to perform the regular duties of Your occupation during the Qualifying Period.

**Activities of Daily Living** means dressing, feeding, using a toilet, transferring (getting in and out of bed or a chair), and mobilizing (walking or using a wheelchair).

**Borrower** means a natural person who purchases or leases property from the Group Policyholder under the terms of an agreement and who is personally responsible for repayment of all or part of the Loan. The term Borrower includes the term lessee.

**Continuous Employment or Employed Continuously** means employed for a legal salary or wage on a full-time basis (at least 30 hours per week) for a single employer other than You. If You change employers during the Qualifying Period and if the unremunerated period between employments is less than 2 weeks, then for purposes of determining the Qualifying Period, the employers for the periods before and after the unremunerated period shall be considered the same employer.

**Covered Condition** means each of Cancer, Coronary Artery Bypass Surgery, Heart Attack, Stroke, Coma, and Major Burns as each of these conditions is defined in this Certificate of Insurance:

1. **Cancer** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This includes Leukemia, Hodgkin's Disease and invasive melanoma but does not include: carcinoma-in-situ; Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV); skin cancer or melanoma that is not invasive and has not exceeded 0.75mm in depth; prostate cancer diagnosed as T1No Mo or equivalent staging; a recurrence or metastasis of a cancer which was originally diagnosed prior to the Date Insurance Begins;
2. **Coma** means a state of unconsciousness that lasts for a continuous period of at least 96 hours, during which external stimulation produced no more than primitive avoidance reflexes. Coma does not include a medically induced coma;
3. **Coronary Artery Bypass Surgery** means surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts. Non-surgical techniques such as balloon angioplasty, laser relief of an obstruction, or other intra-arterial techniques will not be considered to be a Covered Condition;
4. **Heart Attack** means a definite death of heart muscle due to obstruction of blood flow that results in the rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following: heart attack symptoms; new electrocardiogram (ECG) changes consistent with a heart attack; or development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty. Heart Attack does not include: ECG changes suggestive of a prior myocardial infarction; other acute coronary syndromies, including angina pectoris and unstable angina; or elevated cardiac biomarkers and/or symptoms that are due to medical procedures or diagnoses other than heart attack;
5. **Major Burns** means third degree burns over at least 20% of the body surface;
6. **Stroke** means a cerebrovascular incident, excluding transient ischemic attack (TIA), producing infarction of brain tissue due to thrombosis, hemorrhage from an intracranial vessel or embolization caused by an extracranial source. There must be evidence of permanent neurological deficit persisting for 30 consecutive days, supported by evidence that the deficit is resulting from the Stroke, confirmed in writing by a Doctor who is certified as a neurologist. Diagnosis needs to be confirmed with reliable and clinically accepted imaging techniques such as Brain CT Scan, MRI, PET Scan and cerebrospinal fluid analysis.

**Creditor** means the financial institution or leasing company that is responsible for enforcing the terms and conditions of Your Loan and is named in the Application.

**Date Insurance Begins** means the later of the Date Loan Begins or the date the Application is signed.

**Doctor** means a Doctor of Medicine (M.D.) duly licensed to practice medicine, or any other practitioner recognized by the College of Physicians and Surgeons in the province or country in which the Treatment or Advice is rendered. The Doctor must be someone other than You or a member of Your immediate family. Immediate family includes any of Your spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, father-in-law or mother-in-law, and son-in-law or daughter-in-law.

**Group Policy** means the applicable policy issued by the Company to

the Group Policyholder bearing the Group Policy Number shown on Your Application.

**Injury** means bodily injury resulting directly or indirectly from an Accident, which is caused by external, violent and visible means and which, independently of all else, causes Total Disability or death within 180 days of Injury. Injury does not include pregnancy or any bodily injury resulting therefrom.

**Insured Borrower, You or Your** means the Insured Borrower identified in this Certificate, who is eligible to apply for insurance in accordance with the provisions of the Group Policy at the time he/she applied for insurance under the Group Policy, who has paid the applicable Premium and whose insurance under the Group Policy is in force.

**Insurer, We, Us or Our** means Trisura Guarantee Insurance Company ("Trisura")

**Involuntary Loss of Employment** means Your involuntary job loss or layoff which is not attributable to Your action, in-action, option or desire and which had not been announced by Your employer prior to the Date Insurance Begins.

**Loan** means the indebtedness in respect of the loan or lease between You and the Creditor which is the subject of this Certificate and which commenced on the Date Loan Begins.

**Loss** Loss means Loss of both hands or both feet; Loss of sight in both eyes; Loss of use of both hands or both feet; or Loss of one hand and one foot.

1. **Loss of foot** means complete severance at or above the ankle joint.
2. **Loss of hand** means complete severance at or above the wrist.
3. **Loss of sight** means total and permanent loss of sight.
4. **Loss of use** means loss of use which is permanent, total and irreversible, which is beyond remedy by surgical or other means and which has been continuous for 365 days.

**Pre-existing Condition** means any physical or medical condition, symptom, illness, or disease, whether diagnosed or undiagnosed, suffered by You for which You received Treatment or Advice within the 6-month period immediately preceding the Date Insurance Begins. However, any such condition for which You have been free of Treatment or Advice for a period of 6 consecutive months following the Date Insurance Begins will not be considered a Pre-existing Condition.

**Pre-existing Covered Condition** means any Covered Condition, whether diagnosed or undiagnosed, suffered by You for which You received Treatment or Advice prior to the Date Insurance Begins.

**Qualifying Period** means 6 consecutive months of Continuous Employment prior to the date Total Disability or Involuntary Loss of Employment commences.

**Recurrent Total Disability** means Total Disability which recurs within 21 days after Your recovery from a previous period of Total Disability for which You received Monthly Benefits and is due to the same or related causes as the previous period of Total Disability and continues for at least 7 consecutive days.

**Seasonal Employee** means a Borrower whose normal employment is subject to seasonal conditions wherein a lay-off or work suspension is a regular and anticipated part of the work schedule.

**Self-employed** means that You worked have had worked for income to be received from a trade or profession in which You were engaged, a partnership in which You were a partner, Your own business, or a private company or other entity in which You had an ownership interest.

**Sickness** means illness or disease which first manifests itself while You are insured under the Group Policy with respect to the Loan. Sickness includes mental, nervous, psychological, emotional or behavioural disorders, diseases, or conditions. Sickness does not include pregnancy, abortion, miscarriage or childbirth or parental leave as a result thereof.

**Term of Insurance** means the Term of Insurance (in months) as indicated on Your Application.

**Total Disability or Totally Disabled** means either (1) or (2):

1. If You are Actively Working, that due to Injury or Sickness, You are not employed directly or indirectly in any gainful occupation, You are under the regular care and attendance of a Doctor, and during the Waiting Period and the following 12 months You are wholly and continuously unable to perform the essential duties of Your regular occupation;
2. If You are not Actively Working, that during the Waiting Period and thereafter, due to Injury or Sickness, You are wholly and continuously unable to perform two or more of the Activities of Daily Living without the assistance of another person, and You have been certified as so by a Doctor satisfactory to the Insurer, and You are not employed directly or indirectly in any gainful occupation.

**Treatment or Advice** means consultation, and/or care and/or service provided by a licensed medical practitioner. This includes, but is not limited to, diagnostic measures and prescribed drugs.

**Waiting Period** as indicated in the Application means the number of consecutive days following the date Your Total Disability or Involuntary Loss of Employment commenced and before Monthly Benefits become payable. In the case of Recurrent Total Disability, the Waiting Period is waived.

## Part 4 – Nature of Coverage

We will pay, to the Creditor, the amount as set out below in accordance with the following provisions of the Group Policy.

Benefits, Specific Conditions and Limitations	The benefit will be
<p><b>Serious Illness Benefit</b></p> <p><b>Eligibility</b> - If, on the date You are diagnosed with a Covered Condition, You are:</p> <ul style="list-style-type: none"><li>• at least 18 but not yet 65; and</li><li>• diagnosed by a Doctor for the first time in Your lifetime with a Covered Condition; and</li><li>• covered under the Protection Plan;</li></ul> <p>You may qualify for the Serious Illness benefit.</p> <p><b>Specific Conditions and Limitations</b></p> <ul style="list-style-type: none"><li>• The diagnosis must first occur before Your 65th birthday; and</li><li>• The benefit will only be paid if You survive for 30 days following the first diagnosis of a Covered Condition; and</li><li>• The benefit will only be paid in respect of Cancer if its diagnosis first occurs more than 180 days after the Date Insurance Begins; and</li><li>• In no event will any benefits cover Loan payments in arrears or any accrued interest thereon.</li></ul>	<p>Your Serious Illness benefit will be the lesser of:</p> <ul style="list-style-type: none"><li>• The Amount Insured; or</li><li>• Your Loan balance on the date the Serious Illness is diagnosed.</li></ul>
<p><b>Accident and Sickness Benefit</b></p> <p><b>Eligibility</b> - If, at the time Your Total Disability commences, You:</p> <ul style="list-style-type: none"><li>• are at least 18 but not yet 65; and</li><li>• are covered under the Protection Plan; and</li><li>• suffered Total Disability and Your Total Disability continued throughout the Waiting Period;</li></ul> <p>You may qualify for the Total Disability benefit.</p> <p><b>Specific Conditions and Limitations</b></p> <ul style="list-style-type: none"><li>• Your Total Disability benefits commence on the date following the end of the Waiting Period.</li><li>• Your Total Disability benefits terminate on the earliest of:<ol style="list-style-type: none"><li>1. the date Your Total Disability ceases;</li><li>2. the date We ask for proof that You are still Totally Disabled and such proof is not provided within 31 days;</li><li>3. the date We ask You to be examined by a Doctor or other practitioner named by Us and You do not submit to such an examination within 31 days;</li><li>4. the date Monthly Benefit payments have been made;</li><li>5. the date on which all scheduled Loan payments have been made excluding any payments in arrears and any accrued interest thereon, and excluding any balloon payment or payment of residual value; or</li><li>6. the Date Insurance Terminates.</li></ol></li></ul> <p>Lack of work in the field in which You have training, education or experience does not automatically classify You as Totally Disabled or entitle You to Monthly Benefits. This is a contract of indemnity; You have a duty to mitigate.</p>	<p>Your Monthly Benefit for Accident and Sickness benefit will be the lesser of:</p> <ul style="list-style-type: none"><li>• The Monthly Amount Insured; or</li><li>• Your scheduled Loan payment amount.</li></ul>
<p><b>Involuntary Loss of Employment Benefit</b></p> <p><b>Eligibility</b> - If, at the time Your Involuntary Loss of Employment commences, You:</p> <ul style="list-style-type: none"><li>• are at least 18 but not yet 65; and</li><li>• are covered under the Protection Plan; and</li><li>• suffered Involuntary Loss of Employment after completing the Qualifying Period and Your Involuntary Loss of Employment continued throughout the Waiting Period, and</li><li>• are receiving benefits under the Employment Insurance Act; or</li><li>• if you are a Self-employed person, You declared bankrupt as a result of a petition filed against You by a creditor under the Bankruptcy and Insolvency Act (Canada)</li></ul> <p>You may qualify for the Involuntary Loss of Employment benefit.</p> <p><b>Specific Conditions and Limitations</b></p> <ul style="list-style-type: none"><li>• Your Involuntary Loss of Employment must occur more than 90 days immediately following the Date Insurance Begins.</li><li>• Your Involuntary Loss of Employment benefits commence on the date following the end of the Waiting Period.</li><li>• Your Involuntary Loss of Employment benefits terminate on the earliest of:<ol style="list-style-type: none"><li>1. the date on which all scheduled Loan payments have been made excluding any payments in arrears and any accrued interest thereon, and excluding any balloon payment or payment of residual value;</li><li>2. the date Monthly Benefit payments have been made;</li><li>3. the date You return to partial or full-time employment;</li><li>4. the date You are no longer available for work in Canada;</li><li>5. the Date Insurance Terminates; or</li><li>6. the date You cease receiving benefits under the <i>Employment Insurance Act</i>.</li></ol></li></ul> <p>This is a contract of indemnity; You have a duty to mitigate by using Your best efforts to find new employment.</p>	<p>Your Monthly Benefit for Involuntary Loss of Employment benefit will be the lesser of:</p> <ul style="list-style-type: none"><li>• The Monthly Amount Insured; or</li><li>• Your scheduled Loan payment amount.</li></ul>
<p><b>Dismemberment Benefit</b></p> <p><b>Eligibility</b> - If, on the date You suffered a Loss, You are:</p> <ul style="list-style-type: none"><li>• at least 18 but not yet 65; and</li><li>• covered under the Protection Plan;</li></ul> <p>You may qualify for the Dismemberment benefit.</p> <p><b>Specific Conditions and Limitations</b></p> <ul style="list-style-type: none"><li>• Your Loss must be:<ol style="list-style-type: none"><li>1. Resulted from Injury and was independent of any other causes; and</li><li>2. Occurred within 180 days of the Injury; and</li><li>3. Occurred while Your Dismemberment Insurance was in force; and</li><li>4. Did not result in loss of life.</li></ol></li></ul>	<p>Your Dismemberment benefit will be the lesser of:</p> <ul style="list-style-type: none"><li>• The Amount Insured; or</li><li>• Your Loan balance on the date You suffered a Loss.</li></ul>

## Part 5 – Exclusions and Limitations

### General Exclusions – Involuntary Loss of Employment, Accident and Sickness, Serious Illness and Dismemberment Benefits

No benefits are payable if Involuntary Loss of Employment, Total Disability or Serious Illness results directly or indirectly, in whole or in part, from one or more of the following:

- Suicide or attempted suicide or self-inflicted injury.
- Committing or attempting to commit or provoking an assault or criminal offence, including but not limited to an indictable offence;
- Your operation of any motor vehicle or vessel having consumed alcohol in such a quantity that the concentration thereof in Your blood exceeds 80 milligrams of alcohol in 100 millilitres of blood or the legal limit stipulated in the Province or State where You are operating a motor vehicle or vessel;
- War, whether declared or not, or any act of war or insurrection;
- Travel in or descent from any aircraft in which You are traveling (except as a passenger on a commercial flight);
- The intentional taking of drugs except where prescribed by a Doctor and taken as directed;
- Any poisonous substance, gas, or fumes of any kind voluntarily taken, administered, absorbed or inhaled; or
- Nuclear, chemical or biological contamination arising out of a terrorist act.

### Serious Illness Protection Benefit

No benefits are payable if Serious Illness results directly or indirectly, in whole or in part, from one or more of the following:

- Any of the exclusions listed under the General Exclusions section;
- From a Covered Condition:
  - a. unless You survive for 30 days following the first diagnosis of a Covered Condition; or
  - b. relating to Cancer first diagnosed in the 180-day period immediately following the Date Insurance Begins;
- From a Pre-existing Covered Condition :
  - a. occurring during the 24 consecutive months immediately following the Date Insurance Begins; or
  - b. for Cancer; this means that if You had any form of Cancer prior to the Date Insurance Begins, a subsequent recurrence of Cancer will not qualify for a Serious Illness benefit, even if the location or type of Cancer differs from the first occurrence; or
  - c. from Heart Attack occurring after the Date Insurance Begins, if You had Coronary Artery Disease requiring surgery on or prior to the Date Insurance Begins; or
  - d. from Coronary Artery Disease occurring after the Date Insurance Begins, if You had a Heart Attack prior to the Date Insurance Begins.

We do not pay more than one such benefit per Insured Borrower regardless of the number of Covered Serious Illnesses that You may suffer.

**30 Day Survival** – The Insured Borrower must survive for a period of 30 days after diagnosis of a Covered Condition.

**180 Day Cancer Exclusion** – We do not pay the Serious Illness benefit for Cancer if the diagnosis or any manifestation of Cancer occurs within 180 days after the Date Insurance Begins.

### Accident and Sickness Benefit

No benefits are payable if Total Disability results directly or indirectly, in whole or in part, from one or more of the following:

- Any of the exclusions listed under the General Exclusions section;
- A Pre-existing Condition unless Your Total Disability commences after Your coverage has been in force for 24 months from the Date Insurance Begins;
- Pregnancy, abortion, miscarriage or childbirth or due to parental leave as a result thereof;
- Cosmetic or elective surgery; or
- Drug or alcohol use unless maintaining satisfactory participation in a rehabilitation program approved and monitored by a Doctor.

### Involuntary Loss of Employment Benefit

No benefits are payable if Involuntary Loss of Employment results directly or indirectly, in whole or in part, from one or more of the following:

- Any of the exclusions listed under the General Exclusions section;
- Pregnancy, abortion, miscarriage or childbirth or due to parental leave as a result thereof;
- Cosmetic or elective surgery;
- Drug or alcohol use;
- Sickness, bodily or mental infirmity or disease of any kind;
- Common or endemic or epidemic diseases or global pandemic diseases as defined by the World Health Organization, the government of Canada or any local authority;
- Unemployment that occurs within the 90 day period immediately following the Date Insurance Begins;
- Voluntary unemployment;
- Early or normal retirement;
- Dismissal with cause including, but not limited to, misconduct, personality conflict, inability to perform or refusal to perform;
- Your employer ceasing operations at Your place of employment, or from lay-offs, or lock out at Your place of employment, but only if prior to the Date Insurance Begins, Your employer had announced its intention to lay-off personnel or cease operations at that location;
- Strike or labour dispute at Your place of employment; or
- The loss of Your job, if, immediately prior to the onset of Your Involuntary Loss of Employment
  - a. You are a Seasonal Employee, or
  - b. You are employed by a corporation with which You are not dealing at arm's length.

**90 Day Exclusion** – We do not pay the Involuntary Loss of Employment benefit if the Involuntary Loss of Employment occurs within 90 days after the Date Insurance Begins.

### Dismemberment Benefit

No benefits are payable if Dismemberment results directly or indirectly, in whole or in part, from one or more of the following:

- Any of the exclusions listed under the General Exclusions section.
- A Pre-existing Condition unless Your Dismemberment occurs after your coverage has been in force for 24 months from the Date Insurance Begins.

### Benefit Limitations

In no event will the total of benefit payments exceed the Plan Maximum.

### Coordination of Benefits

If a Monthly Benefit becomes payable for more than one loss under the Group Policy, the total amount payable will not exceed the Monthly Benefit.

Any benefit payable under any one of the insured events shall not be payable under another insured event for the same cause. If You are eligible concurrently for a benefit payable for Total Disability, Involuntary Loss of Employment, Serious Illness or Dismemberment covered by this Certificate, the benefit paid shall be limited to the highest amount. You shall therefore be entitled to only one benefit at a time.

## Part 6 – Termination

### Date Insurance Terminates

Your insurance will terminate on the earliest of the following dates:

- The date the Loan is rewritten, refinanced, called due by the Creditor or is otherwise discharged;
- The date the security for the Loan is repossessed, sold or becomes the subject of a court judgement;
- The date Your coverage has been in force for the Term of Insurance as indicated on the Application;
- The date We receive a written request by You, that Your insurance be cancelled;
- The date immediately preceding the date on which a balloon payment or payment of residual value becomes due;
- The date You attain age 65;
- The date of Your death;
- With respect to Dismemberment coverage only, the date the Dismemberment benefit has been paid or become payable under the Group Policy;

- With respect to Serious Illness coverage only, the date the Serious Illness benefit has been paid or become payable under the Group Policy;
- With respect to Accident and Sickness coverage only, when a maximum of \$ , , , benefits in the aggregate have been paid or become payable under the Group Policy;
- With respect to Involuntary Loss of Employment and Accident and Sickness coverages only,
  - on the date You retire;
- With respect to Involuntary Loss of Employment coverage only,
  - on the date You are no longer available for work in Canada; or
  - when a maximum of \$ , , , benefits in the aggregate have been paid or become payable under the Group Policy.

If, at any time, the Insurer determines that You were not eligible for the insurance at the Date Insurance Begins, Your insurance shall be rendered void, and the Insurer's only obligation is to return any premium paid by You to the Creditor.

## Part 7 – Proof of Loss or Claim

### How to Make a Claim

A claim form must be obtained from Us by calling the toll-free number shown on this Certificate. Proof of claim (completed claim forms and supporting documents) must be received, by Us, within 90 days after the commencement of Involuntary Loss of Employment, Total Disability, diagnosis of a Serious Illness or Loss. However, We may extend this deadline to a maximum of one year if You can show reasonable cause for delay.

If Your coverage under the Group Policy terminates, We do not pay any benefits unless Your Involuntary Loss of Employment, Total Disability, diagnosis of Serious Illness or Loss occurred while You were covered by this Group Policy and proof of the event is received by Us within 90 days after Your coverage ends.

You are responsible for any costs associated with having forms completed. All claim documentation should be mailed directly to:

**Trisura Guarantee Insurance Company  
Creditor Administration  
P. O. Box 1097 Station B, Willowdale, Ontario M2K 3A2**

### For Serious Illness and Dismemberment Claims

You must also give Us written permission to ask Your health care practitioners about You and Your health and medical history.

### For Accident and Sickness Claims

You must give Us written permission to ask Your past employers and health care practitioners about You and Your health, occupation and medical history. You may also be required to provide proof of earnings, satisfactory to Us including, but not limited to, a certified Notice of Assessment from the Canada Revenue Agency.

### For Involuntary Loss of Employment Claims

You must give Us proof that:

- You qualify for Employment Insurance benefits; and
- You registered with Service Canada for assistance in finding work within 15 days after the date Involuntary Loss of Employment began.