

## Scotia Business Loan Protection

Certificate of Insurance  
Please keep in a safe place.



## **Scotia Business Loan Protection**

Certificate of Insurance

The Canada Life Assurance Company of Canada certifies that the business entity and the Insured Person(s) as named on the Schedule of Coverage are covered under and subject to the terms and conditions of:

**Group Policy Number G/H** [REDACTED]

issued to  
The Bank of Nova Scotia

In this Certificate of Insurance and the Schedule of Coverage certain words have specific and defined meanings. For example, You and Your mean the authorized representative of the business entity named on the Schedule of Coverage, the Insured Person(s) means the person insured for coverage as named on the Schedule of Coverage, the Insurer means The Canada Life Assurance Company, and Scotiabank means The Bank of Nova Scotia. Please refer to the Schedule of Coverage, this Certificate of Insurance and the DEFINITIONS section at the end of this Certificate of Insurance for other definitions.

The principal provisions of the Group Policy are outlined in the following pages. If there is any conflict between the terms and conditions of the Certificate of Insurance and those described in the Group Policy, the terms and conditions of the Group Policy shall govern. This Certificate of Insurance includes information on all insurance coverage available under the Group Policy, including those that You may not have selected. You may, at any time, request a copy of the Group Policy and any amendments made to it by calling **1-855-753-4272** or You may review the Group Policy by sending a written request to the Insurer's head office at the following address:

The Canada Life Assurance Company  
Creditor Insurance Department  
330 University Avenue  
Toronto, Ontario M5G 1R8

### **NOTICE OF THIRTY DAY RIGHT TO EXAMINE COVERAGE**

Within thirty (30) days of the Effective Date, You may cancel the coverage provided by calling **1-855-753-4272** or sending a written cancellation notice by mail to Insurance Canada Processing Centre, P.O. Box 1045, Stratford, Ontario, N5A 6W4. At such time, any premium paid will be refunded, and this Certificate will be deemed to be void from the Effective Date.

Per: **Paul A. Mahon**  
President and Chief Executive Officer  
The Canada Life Assurance Company

Per: **J. Dave Johnston**  
President and Chief Operating Officer  
The Canada Life Assurance Company

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## INTRODUCTION

What would happen if you or a key employee of Your business passed away or became Disabled? Would Your business have difficulty paying off Your Scotiabank business loan(s)? Or keeping up with the regular payments?

Scotiabank and The Canada Life Assurance Company have developed Scotia Business Loan Protection to assist with Your business' financial needs in this situation.

Scotia Business Loan Protection protects Your business if an Insured Person dies, becomes terminally ill, becomes Disabled, or is Hospitalized. In addition to key employees of the business, it can cover individuals who guarantee its loans and Your business' shareholders.

## INSURANCE COVERAGE OPTIONS

There are two levels of protection offered under Scotia Business Loan Protection:

### Comprehensive Protection

Comprehensive Protection coverage provides the following benefits:

- Life insurance benefits in the event an Insured Person dies;
- Disability benefits in the event an Insured Person becomes Disabled;
- Hospitalization benefits in the event an Insured Person becomes Hospitalized; and
- Terminal Illness benefits in the event an Insured Person is Diagnosed with a Terminal Illness.

### Basic Protection

Basic Protection coverage provides life insurance benefits in the event an Insured Person dies. Basic Protection coverage is only available for Basic Coverage Amounts greater than \$50,000.

## ELIGIBILITY

### What Businesses Are Eligible For Coverage?

To qualify under the Scotia Business Loan Protection, a business entity must:

- be resident and operate in Canada, and
- be indebted to Scotiabank under a fixed or variable rate term loan or demand loan, or a revolving credit facility, and
- be a sole proprietorship, partnership, corporation, holding company or other entity operating a business
- if not a farm, fishery or ranch, be a business that is, or if it were incorporated, would be, a small business corporation within the meaning of subsection 248(1) of the *Income Tax Act*.

Eligible business entities do not include:

- Non-profit organizations (such as churches, governments, service clubs, and charities);
- Students under the Canada Student Loan program.

### **What Loans Are Eligible For Coverage?**

The following loan types, denominated in Canadian Dollars, qualify for coverage:

All commercial, small business or farm loans, lines of credit, mortgage loans, credit cards, personal demand loans for business purposes, or other related business loan credit agreements with Scotiabank.

Eligible loans **do not** include:

- Letters of credit;
- Letters of guarantee;
- Personal credit cards or lines of credit;
- Personal loans (unless used for business or investment purposes) or mortgages;
- Banker's acceptances;
- Tender loans; or
- Any loans denominated in non-Canadian funds.

### **Who Is Eligible For Coverage?**

A person is eligible for coverage under Scotia Business Loan Protection if that person is related to an eligible business entity as:

- a sole proprietor or partner of an eligible business entity;
- an individual who has guaranteed the repayment of an eligible loan;
- a shareholder who owns at least 10% of the voting rights of a corporation that is an eligible business entity; or
- a key employee whose contributions are essential to an eligible business entity and without whom the eligible business entity would have difficulty operating.

Up to 10 persons may be insured with respect to any one eligible business entity.

At the date of application, the person must be:

- at least eighteen (18) years old and less than sixty-five (65) years old; and
- a resident of Canada.

In addition, to be eligible for Comprehensive Protection the person must also be:

- actively working at least 20 hours per week. If the person is a key employee, he or she must be actively working at least 20 hours per week for the business entity named on the application. If the person is a seasonal worker, he or she must be capable of performing their regular duties for at least 20 hours per week; and
- not receiving Disability benefits from any source.

## **COVERAGE AMOUNT**

The Insurance Coverage Amount is the sum of the Comprehensive Coverage Amount and the Basic Coverage Amount.

The Comprehensive Coverage Amount is the sum of the following, for which Comprehensive Protection has been selected and approved:

- the Outstanding Account Balance of all insured fixed and/or variable rate term loans and/or demand loans at the time of insurance coverage application; and
- the credit limit of all insured revolving credit facilities.

The Basic Coverage Amount is the sum of the following, for which Basic Protection has been selected and approved:

- the Outstanding Account Balance of all insured fixed and/or variable rate term loans and/or demand loans at the time of insurance coverage application; and
- the credit limit of all insured revolving credit facilities.

The total Insurance Coverage Amount across all insured businesses is subject to approval by the Insurer, and in any event will not exceed \$2,000,000 for Life insurance benefits per Insured Person.

If the Outstanding Account Balance of insured fixed and/or variable rate term loans and/or demand loans decreases by more than 10% from the amount used to determine the approved Insurance Coverage Amount, You can request to reduce the Insurance Coverage Amount accordingly.

The Insurance Coverage Amount will be indicated on the Schedule of Coverage.

## **EFFECTIVE DATE OF COVERAGE**

Insurance coverage begins on latest of the following dates:

- the date Scotiabank receives the signed and dated Scotia Business Loan Protection application;
- the date specified in the Insurer's approval letter, when approval is required; or
- the date any portion of the Insured Loan is advanced or the funds are made available.

The Effective Date of Coverage will be indicated on the Schedule of Coverage. You will receive a confirmation of coverage and the Certificate of Insurance in the mail within 30 days after the Scotia Business Loan Protection application has been received and approved. All periods of coverage begin and end at 12:01 a.m. in the time zone that corresponds to Your business' last address on file.

A debit of insurance premium from the designated account, or the collection of insurance premium in error, does not make insurance effective if the business entity or the Insured Persons are otherwise not insurable or eligible for coverage.

## TERMINATION OF COVERAGE

Insurance coverage for an Insured Person under the Scotia Business Loan Protection automatically terminates on the earliest of the following dates:

- the date of death of the Insured Person;
- the 70<sup>th</sup> birthday of the Insured Person;
- the date of cancellation of coverage (see “How to Cancel Coverage”);
- the date when the Insured Loan payment or Scotia Business Loan Protection premium payment is 120 days in arrears;
- the date when the Insured Person is no longer eligible for coverage (see “Who is Eligible for Coverage” above);
- the date the business entity is no longer eligible for coverage (see “What Businesses are Eligible for Coverage” above);
- the date the business entity is declared bankrupt; or
- the date the Group Policy terminates.

An Insured Person with Comprehensive Protection coverage and an Insurance Coverage Amount greater than \$50,000 will be automatically switched to Basic Protection on the earliest of the following dates:

- the 65<sup>th</sup> birthday of the Insured Person;
- the date 48 months of Disability benefits have been paid with respect to a Disability of the Insured Person; or
- the date a Terminal Illness claim is approved with respect to a Terminal Illness of the Insured Person.

## PREMIUMS

Monthly insurance premiums are calculated based on the Insurance Coverage Amount and, for Insurance Coverage Amounts greater than \$50,000, the age of each Insured Person at the end of each billing period. Premiums are charged automatically to the account indicated on the application.

Provincial sales tax will be added to the monthly premium where applicable.

### ***For Comprehensive Coverage Amounts less than or equal to \$50,000:***

The monthly premium for each Insured Person is \$1.00 for every \$1,000 of Comprehensive Coverage Amount, subject to a minimum monthly premium of \$10.00.

#### **Example:**

Suppose the Comprehensive Coverage Amount is \$25,000. The insurance premium is \$25 ( $1.00 \times 25,000 \div 1,000$ ) plus any applicable sales taxes.

**For Comprehensive Coverage Amounts greater than \$50,000 but less than or equal to \$750,000:**

The table below sets out the monthly Comprehensive Protection premium rate for every \$1,000 of Comprehensive Coverage Amount.

<b>Age</b>	<b>Comprehensive Protection Rate</b>
18 – 35	0.50
36 – 40	0.59
41 – 45	0.79
46 – 50	1.02
51 – 55	1.25
56 – 60	1.59
61 – 65	2.16

**Example:**

Suppose the Insured Person is 43 years old and his/her Comprehensive Coverage Amount is \$100,000. The insurance premium would be \$79 ( $0.79 \times 100,000 \div 1,000$ ) plus any applicable sales taxes.

**For Comprehensive Coverage Amounts greater than \$750,000:**

The monthly Comprehensive Protection premium is calculated as follows: Premium = (a) + ((b) x Comprehensive Coverage Amount In Excess of \$750,000) ÷ 1,000, where (a) and (b) are set out in the following table.

<b>Age</b>	<b>(a)</b>	<b>(b)</b>
18 – 35	375.00	0.20
36 – 40	442.50	0.29
41 – 45	592.50	0.39
46 – 50	765.00	0.52
51 – 55	937.50	0.65
56 – 60	1,192.50	0.88
61 – 65	1,620.00	1.26

**Example:**

Suppose the Insured Person is 39 years old and his/her Comprehensive Coverage Amount is \$800,000. The insurance premium would be \$457 ( $442.50 + (0.29 \times (800,000 - 750,000) \div 1,000)$ ) plus any applicable sales taxes.

**For Basic Coverage Amounts greater than \$50,000:**

The table below sets out the monthly Basic Protection premium for every \$1,000 of Basic Coverage Amount.

<b>Age</b>	<b>Basic Protection Rate</b>
18 – 35	0.20
36 – 40	0.29
41 – 45	0.39
46 – 50	0.52
51 – 55	0.65
56 – 60	0.88
61 – 65	1.26
66 – 69	1.65

**Example:**

Suppose the Insured Person is 43 years old and his/her Basic Coverage Amount is \$100,000. The insurance premium would be \$39 ( $0.39 \times 100,000 \div 1,000$ ) plus any applicable sales taxes.

**APPLYING FOR COVERAGE**

Insurance coverage is automatically approved if the Insurance Coverage Amount is \$50,000 or less.

If the Insurance Coverage Amount is greater than \$50,000, each proposed Insured Person must answer health question(s). If the answer(s) to the health question(s) is 'NO', and the Insurance Coverage Amount is not greater than \$500,000, then coverage is approved and no further action is necessary; otherwise, further review of the application and approval by the Insurer is required before coverage will begin.

If further review of the application is required, the Insurer will contact the proposed Insured Person for additional health related questions or to arrange for a free paramedical examination where the proposed Insured Person may be asked to provide blood and urine samples or other tests that may be required.

Any medical information collected as part of the application review will be kept confidential, and will not be shared with Scotiabank.

If the application for Comprehensive Protection for a proposed Insured Person is declined for health reasons, a maximum of \$50,000 Comprehensive Protection coverage for that proposed Insured Person will be granted.

**Insurance During Review of Application**

If the Scotia Business Loan Protection application has been submitted to the Insurer for approval and the Insured Loans have been advanced or the funds made available, all proposed Insured Persons will be temporarily insured for

death as a result of accidental injury resulting directly from an external, sudden, violent and unintentional cause independent of any illness.

The benefit payable under this provision is limited to the amount the Insurer would have paid had the Scotia Business Loan Protection application been accepted.

No benefit is payable under this provision if death is caused directly or indirectly by or associated with suicide or self-inflicted injury.

Insurance under this provision will end on the earliest of the following dates:

- the 45<sup>th</sup> day after Scotiabank received the Scotia Business Loan Protection application; or
- the date the Insurer makes a final decision on the Scotia Business Loan Protection application.

## LIFE INSURANCE

### What Is the Life Insurance Benefit?

Provided that the Insured Person has applied and been approved for Comprehensive Protection or Basic Protection and the terms and conditions of the Certificate of Insurance are met, if an Insured Person dies, the Insurer will pay Scotiabank the Outstanding Account Balance on the Insured Loans on the date of death of the Insured Person, up to the Insurance Coverage Amount.

If the Outstanding Account Balance on the Insured Loans on the date of death of the Insured Person is less than the Insurance Coverage Amount, for the Insurance Loans that are revolving credit facilities, the excess, up to the difference between the total credit limit of insured revolving credit facilities and the Outstanding Account Balance of these insured revolving credit facilities, will be deposited to the designated account where premiums are drawn from.

The maximum life insurance benefit under the Group Policy for any one Insured Person is \$2,000,000. If two or more Insured Persons insured under the same business entity die as a result of a common accident, the maximum life insurance benefit will, in aggregate, not exceed \$2,000,000.

The life insurance benefit payable with respect to each Insured Loan will be reduced by the amount of Terminal Illness benefit paid on that Insured Loan with respect to that Insured Person, if any.

### When the Life Insurance Benefit Will Not Be Paid

The life insurance benefit is **not** payable if the Insured Person's death resulted directly or indirectly from or is associated with:

- intentionally self-inflicted injury, suicide or attempted suicide, while sane or insane within the first 24 months following the Effective Date;
- war whether declared or undeclared unless the Insured Person is on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;
- any nuclear, chemical, or biological contamination due to any act of terrorism;

- the commission or attempted commission of a criminal offense or provocation of an assault;
- the intentional taking of drugs, except where prescribed by a Doctor and taken as directed; or
- the operation or control of any motorized vehicle or watercraft with blood alcohol concentration in excess of legal limits in the jurisdiction where the death occurred.

The life insurance benefit is **not** payable if:

- the Insured Person's application for Comprehensive Protection or Basic Protection coverage was automatically approved; and
- the Insured Person dies within 24 months of the Effective Date; and
- the cause of death of that Insured Person results from or is related to pre-existing condition.

The Insurer considers the Insured Person to have a pre-existing condition if the Insured Person:

- Consulted;
- Had medical investigations; or
- Received advice, care and/or service; or
- Received treatment, including taking any kind of medication or injection,

from a Doctor or other health practitioner for any of the following health conditions, or for any symptoms of these health conditions whether Diagnosed or not:

- Cancer,
- Leukemia,
- AIDS (Acquired Immune Deficiency Syndrome),
- ARC (AIDS related complex),
- Lung disease,
- Liver disease, or
- Heart disease

at any time during the 12 months before the Effective Date

## **DISABILITY**

### **What is the Disability Benefit?**

Provided that the Insured Person has applied and been approved for Comprehensive Protection and the terms and conditions of the Certificate of Insurance are met, if an Insured Person becomes Disabled and the Disability claim is approved by the Insurer, the Insurer will pay Scotiabank a monthly benefit equal to:

- 1% of the Comprehensive Coverage Amount, up to \$7,500; plus
- the monthly premium with respect to the Disabled Insured Person and all other Insured Persons related to the same business entity as the Disabled Insured Person.

## **What is a Disability?**

A Disability is an injury, disease, or sickness that prevents an Insured Person from performing the regular duties of:

- the Insured Person's own occupation in which he or she participated just before he or she became Disabled;
- the Insured Person's principal occupation, if he or she is a seasonal employee and he or she becomes Disabled between seasons; or
- the Insured Person's occupation prior to retirement.

To qualify for Disability benefits and to continue to receive these benefits, the Insured Person must:

- be under the continuous care of and following the treatment prescribed by a Doctor or, in the case of mental illness or nervous disorder, including anxiety, depression and behavioural disorders, under the continuous care of and following the treatment prescribed by a Doctor who is a psychiatrist;
- not be engaged in any activity for wages or expectation of profit; and
- provide proof of the Insured Person's Disability claim satisfactory to the Insurer, and continue to provide proof of the Insured Person's Disability claim whenever the Insurer may request it, at Your business' expense.

The Insurer may request, at its own expense, a medical examination by a physician appointed by them or an examination at a rehabilitation facility.

## **When Do Disability Benefits Begin?**

Once the Insurer has approved the Disability claim, the Insurer will start paying Disability benefits after the qualifying period of 60 days. No Disability benefits are payable during the qualifying period.

The first claim payment will be pro-rated based on the number of days from the end of the qualifying period to the payment date. You are responsible for making the regular Scotiabank business loan account payments during the qualifying period and until the Insurer approves the Disability claim.

The payment date of the Disability benefits may not coincide with the date regular payments are required under the Insured Loan(s). You are responsible for continuing to make the regular business loan account payments on the payment due dates for each Insured Loan.

The amount of the Disability benefit may be less than the regular payment required under the Insured Loan(s). You are responsible for paying the difference on the business loan account payment due dates for each Insured Loan.

## **When Do Disability Benefits End?**

Disability benefit payments will continue until the earliest of the following events:

- the Insured Person's Disability ends or the Disabled Insured Person returns to work;
- the Disabled Insured Person participates in any business or occupation for wages or profit;
- 24 months of Disability benefit payments have been paid for that particular Disability of the Insured Person;

- the overall maximum of 48 months of Disability benefit payments have been paid during the lifetime of the Disabled Insured Person;
- the Insured Loans are paid in full;
- the 65<sup>th</sup> birthday of the Disabled Insured Person; or
- the Disabled Insured Person is no longer under the active and continuous care of a Doctor, or is not following the treatment prescribed by his or her Doctor; or
- the Disabled Insured Person refuses to submit to a medical examination by an appointed physician or health-care practitioner at the Insurer's request; or
- You fail to provide proof of continuing Disability to the Insurer; or
- a claim for Terminal Illness with respect to the Disabled Insured Person is approved by the Insurer; or
- termination of insurance coverage under the Scotia Business Loan Protection with respect to the Insured Person for reasons other than the termination of the Group Policy (see "Termination of Coverage").

### **Recurring Disabilities**

If the same Disability recurs within 21 consecutive days of recovery or return to work of the Disabled Insured Person and lasts a minimum of 7 consecutive days, the Disability will be treated as a continuation of the same claim but no benefits will be payable for the period the Insured Person worked or was otherwise not Disabled.

Disability benefit payments will begin again after You have provided proof to the Insurer of the recurrence of the Insured Person's Disability.

### **Concurrent Disabilities**

Only one Disability claim will be paid at a time, for any one business entity regardless of the number of Insured Persons related to that business entity who may be Disabled concurrently.

### **When the Disability Benefit Will Not Be Paid**

The Disability benefit is **not** payable if the Insured Person's Disability resulted directly or indirectly from or is associated with:

- normal pregnancy;
- elective cosmetic surgery or experimental surgery or treatment;
- intentionally self-inflicted injury, suicide or attempted suicide, while sane or insane;
- war whether declared or undeclared unless the Insured Person is on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;
- any nuclear, chemical, or biological contamination due to any act of terrorism;
- the commission or attempted commission of a criminal offense or provocation of an assault;
- the intentional taking of drugs, except where prescribed by a Doctor and taken as directed; or

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

If the Insured Person's application for Comprehensive Protection was automatically approved, the Disability benefit is **not** payable if an Insured Person becomes Disabled within 12 months of the Effective Date and Disability of that Insured Person results from or relates to a pre-existing condition.

The Insurer considers the Insured Person to have a pre-existing condition if the Insured Person:

- Consulted;
- Had medical investigations;
- Received advice, care and/or service; or
- Received treatment, including taking any kind of medication or injection,

from a Doctor or other health practitioner, relating to a health condition, or for any symptoms of a health condition, whether Diagnosed or not, at any time during the 12 months before the Effective Date.

## HOSPITALIZATION

### What is the Hospitalization Benefit?

Provided that the Insured Person has applied and been approved for Comprehensive Protection and the terms and conditions of the Certificate of Insurance are met, if an Insured Person becomes Hospitalized as a result of accidental bodily injury or sickness, and remains Hospitalized for more than three (3) consecutive days, the Insurer will pay Scotiabank a lump sum payment of:

- 2% of the Comprehensive Coverage Amount, up to the lesser of \$15,000 or the Outstanding Account Balance on the date of Hospitalization.

### When the Hospitalization Benefit Will Not Be Paid

The Hospitalization benefit is **not** payable if the Insured Person's Hospitalization resulted directly or indirectly from or is associated with:

- a Terminal Illness for which a Terminal Illness benefit was paid under this policy;
- normal pregnancy;
- elective cosmetic surgery or experimental surgery or treatment;
- intentionally self-inflicted injury, suicide or attempted suicide, while sane or insane;
- war whether declared or undeclared unless the Insured Person is on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;
- any nuclear, chemical, or biological contamination due to any act of terrorism;
- the commission or attempted commission of a criminal offense or provocation of an assault;
- the intentional taking of drugs, except where prescribed by a Doctor and taken as directed; or

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

The Hospitalization benefit is **not** payable if:

- a Hospitalization benefit with respect to the Hospitalized Insured Person or to another Insured Person related to the same business entity has been paid in the 60 days prior to the date of Hospitalization; or
- Disability benefits with respect to the Hospitalized Insured Person or to another Insured Person related to the same business entity are being paid at the time of Hospitalization.

If the Insured Person's application for Comprehensive Protection was automatically approved, the Hospitalization benefit is **not** payable if an Insured Person becomes Hospitalized within 12 months of the Effective Date and the Insured Person's Hospitalization results from a pre-existing condition.

The Insurer considers the Insured Person to have a pre-existing condition if the Insured Person:

- Consulted,
- Had medical investigations,
- Received advice, care and/or service, or
- Received treatment, including taking any kind of medication or injection, from a Doctor or other health practitioner, relating to a health condition, or for any symptoms of a health condition, whether Diagnosed or not, at any time during the 12 months before the Effective Date.

## **TERMINAL ILLNESS**

### **What is the Terminal Illness Benefit?**

Provided that the Insured Person has applied and been approved for Comprehensive Protection and the terms and conditions of the Certificate of Insurance are met, if an Insured Person is Diagnosed with a Terminal Illness, the Insurer will pay Scotiabank the Outstanding Account Balance on the date of Diagnosis, up to the Comprehensive Coverage Amount.

### **What is a Terminal Illness?**

A Terminal Illness is an illness that has been determined by a Doctor in writing to likely result in the Insured Person's death within one year of Diagnosis.

### **When the Terminal Illness Benefit Will Not Be Paid**

The Terminal Illness benefit is **not** payable if the Insured Person's Terminal Illness resulted directly or indirectly from or is associated with:

- intentionally self-inflicted injury, suicide or attempted suicide, while sane or insane;
- war whether declared or undeclared unless the Insured Person is on active military duty as a member of the Canadian Forces or Canadian Forces Reserve;

- any nuclear, chemical, or biological contamination due to any act of terrorism;
- the commission or attempted commission of a criminal offense or provocation of an assault;
- the intentional taking of drugs, except where prescribed by a Doctor and taken as directed; or
- the operation or control of any motorized vehicle or watercraft with blood alcohol concentration in excess of legal limits in the applicable jurisdiction.

The Terminal Illness benefit is **not** payable if death results within 30 days after Diagnosis.

The Terminal Illness benefit is **not** payable if the evaluation of the health condition or of symptoms of a health condition, or any medical consultation or tests, leading to the Diagnosis of a Terminal Illness was initiated prior to the date the Insured Person's Scotia Business Loan Protection application was completed and signed.

## HOW TO MAKE A CLAIM

### Notice of Claim and Claim Forms

In the event of a claim, You can request a claim form by calling 1-855-753-4272.

Any written notice must include the Group Policy number Canada Life G/H [REDACTED].

You will receive the claim forms and an attending physician statement with instructions for filing the claim.

You must complete the claim form and mail it to the Insurer with any supporting documents specified on the claim form.

You are responsible for any costs of having the claim form completed.

### Proof of Claim

To make a claim for life insurance, You must complete the claim form and submit it to the Insurer within the year following the date of death of the Insured Person. After this one year period, a life insurance claim will only be considered if You can provide a written reasonable cause for delay.

To make a claim for Hospitalization or Terminal Illness, You must notify the Insurer of the claim within 90 days of the date an Insured Person is Hospitalized or Diagnosed with a Terminal Illness. If the Insurer is not notified within that time, the Insurer will only consider a Hospitalization or Terminal Illness claim if You can provide a written reasonable cause for delay. Once the notice of Terminal Illness claim is received, You will be sent a claim form. The Doctor who made the Diagnosis must complete this claim form. For Hospitalization claims, You shall submit proof from the hospital stipulating that the Insured Person was Hospitalized during the period covered under the claim.

To make a Disability claim, You must complete the claim form within 150 days of the date of Disability of the Insured Person and mail it to the Insurer. The medical information must be completed by the Doctor who is actively caring for the Insured Person. If the Insurer does not receive notice of a Disability claim within the specified time, they will only process the Disability claim if You can provide a written reasonable cause for delay.

## **Rights of Examination**

The Insurer may ask an Insured Person to have a medical examination by a Doctor of the Insurer's choice. The Insurer will pay for this examination, but will not pay any benefits if the Insured Person refuses to have the examination. In the event of a death claim, the Insurer has the right, where allowed by law, to ask for an autopsy.

## **Payments Until Decision Is Made**

You are responsible for continuing to make the regular business loan payments until a decision is made by the Insurer on any claim submitted under this Certificate of Insurance.

## **HOW TO CANCEL COVERAGE**

You may cancel the insurance coverage at any time by calling:

**1-855-753-4272**

8:00 a.m to 8:00 p.m (ET)

Monday to Friday

or by sending a written notice by mail to:

Insurance Canada Processing Centre

P.O. Box 1045

Stratford, Ontario

N5A 6W4

Insurance coverage will end on the later of the following dates:

- The date stated in Your cancellation request; or
- The date Scotiabank receives and processes this request.

If Scotiabank receives the notice of cancellation within 30 days of the later of the date the application form is signed, or the date of approval of insurance coverage, this insurance will be considered never to have been in force and all premiums paid will be refunded.

## **OTHER IMPORTANT INFORMATION**

### **Premium Rate Changes**

The Scotia Business Loan Protection premium rates are subject to change from time to time. Written notice will be sent by regular mail to the business entity's address as it appears on file, at least 60 days before the premium rate is changed. Except where the Group Policy is amended to change the benefits or Eligibility criteria, or 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.

### **Insurance Coverage Amount Changes**

If the credit limit of an Insured Loan increases, an application to change the Insurance Coverage Amount is required; it does not increase automatically.

## Prior Coverage Recognition

If an application for an increase in the Insurance Coverage Amount is declined by the Insurer, all terms and conditions of the Insured Person's original insurance coverage will remain in full force and effect.

## Misstatement of Age

If the Insured Person's age has been misstated and the Insured Person's correct age would have rendered the Insured Person ineligible for coverage under the Scotia Business Loan Protection, the Insurer's liability is limited to a refund of premiums paid and the insurance will be void **as if it never existed**.

If the Insured Person's age has been misstated and the Insured Person would have been eligible for insurance based on the Insured Person's correct age, the Insured Person's correct age will be used to determine whether to pay any benefit.

## Misrepresentation

**Any concealment, misrepresentation, or false declaration on either the Scotia Business Loan Protection Application or in any medical evidence submitted in connection with the application or on Your claim form will make the coverage null and void.**

## Contract Details

The contract of insurance includes the Group Policy, any amendments to the Group Policy and any form of application used for enrolment, such as an internet application, a branch application or a telemarketing enrolment record.

Scotiabank and the Insurer may agree from time to time to amend the Group Policy. No amendment is valid unless the authorized representatives of Scotiabank and the Insurer approve it. You will be given 60 days prior written notice of an amendment. You will be deemed to have received such notice on the fifth business day after it is mailed to the business entity's address as it appears on file.

**If Scotiabank or the Insurer make any clerical errors in maintaining any records concerning the Group Policy, including collection of insurance premium in error, such errors will not alter or invalidate coverage or continue coverage that would otherwise be not eligible or insurable for coverage or terminated for valid reasons.**

All rights and obligations under the Group Policy will be governed by the laws of Canada and the provincial jurisdiction in which the business entity resides.

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 the Insurer(s) (if any), subject to certain access limitations.

Scotiabank receives an administration fee from the Insurer to distribute Scotia Business Loan Protection.

## Beneficiary Restriction

Please note the following, which may apply to You. (see section "What is the Life Insurance Benefit?")

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

## **Currency**

All payments to be made under the Group Policy shall be payable in the lawful currency of Canada.

## **Prohibition against Assignment**

You cannot assign or give the business entity's rights and interests with respect to the insurance coverage to anyone else.

## **Privacy and Confidentiality**

The Insurer recognizes and respects the importance of privacy. When an application for insurance coverage is submitted, a confidential file that contains the business entity's information and the personal information of all proposed Insured Persons is established. This file is kept in the offices of the Insurer or the offices of an organization authorized by the Insurer.

You may exercise certain rights of access and rectification with respect to the personal information in the file of the business entity by sending a request in writing to the Insurer. The Insurer may use service providers located within or outside Canada.

The Insurer limits access to personal information in the file of the business entity to the Insurer's staff or persons authorized by the Insurer who require this information to perform their duties, to persons to whom You have granted access, and to persons authorized by law. In some instances, these persons may be located outside Canada and personal information may be subject to the laws of a foreign jurisdiction.

Personal information that the Insurer collects will be used for the purposes of determining eligibility for coverage and administering the Group Policy. This includes investigating and assessing claims, and creating and maintaining records concerning the relationship.

For a copy of the Insurers' Privacy Guidelines, or if You have questions about their personal information policies and practices (including with respect to service providers):

By website: [www.canadalife.com](http://www.canadalife.com)

By e-mail: [Chief\\_Compliance\\_Officer@canadalife.com](mailto:Chief_Compliance_Officer@canadalife.com)

By mail: Chief Compliance Officer  
The Canada Life Assurance Company  
330 University Avenue, Toronto, ON  
M5G 1R8

If the Insurer receives a request for access or correction the Insurer will reply to You within 30 days. The Insurer may require a reasonable charge, in advance, for reproduction and transmission of any information the Insurer provides.

## Limitation of Actions

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of 60 days after written proof of claim has been furnished in accordance with the requirements of the Group Policy. No such action shall be brought after the expiration of 1 year (or the minimum period of time provided under the laws of the Province or Territory where You reside should such period of time be more than 1 year) after the time written proof of claim is required to be furnished by the Group Policy.

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 (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

## COMPLAINT PROCEDURES

If You have a complaint or inquiry about any aspect of this insurance coverage on the Insured Loan(s), please call 1-855-753-4272 between 8:00 a.m and 8:00 p.m (ET), Monday to Friday. If for some reason You are not satisfied with the resolution to Your complaint or inquiry, You may communicate the complaint or inquiry in writing to:

OmbudService for Life & Health Insurance  
401 Bay Street, PO Box 7  
Toronto, Ontario M5H 2Y4

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:

Financial Consumer Agency of Canada  
427 Laurier Avenue West, 6th Floor  
Ottawa, Ontario K1R 1B9

## DEFINITIONS

The following words, when used in this Certificate of Insurance or the Schedule of Coverage, have the following meanings:

- Diagnosis or Diagnose** means written diagnosis of Terminal Illness confirmed by a Doctor. The date of Diagnosis will be the date the Diagnosis is made by the Doctor of an Insured Person's Terminal Illness, as supported by the medical records of the Insured Person.
- Disability or Disabled** means the Insured Person has a medical impairment due to injury, disease, or sickness that prevents the Insured Person from performing the regular duties of his/her own occupation in which he/she participated just before the Disability started.
- Doctor** means a physician or a surgeon, legally licensed and practicing medicine in Canada. The Doctor must be someone other than the Insured Person or his/her business associate or a member of his/her immediate family. Immediate family includes any of the Insured Person's 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.
- Effective Date** means the date insurance coverage begins as specified in the Schedule of Coverage.
- Group Policy** means Group Policy number G/H [REDACTED] for coverage provided by The Canada Life Assurance Company issued to the Bank of Nova Scotia.
- Hospitalization and Hospitalized** means confinement in a hospital as an admitted patient for medical treatment. A hospital is an institution which has been licensed to treat patients on an in-patient basis, and which is operated under the supervision of a staff of Doctors.
- Insurance Coverage Amount** means the amount as specified in the Schedule of Coverage. See section "Insurance Coverage Amount" for further details.
- Insured Person** means a person related to the business entity as named on the Schedule of Coverage eligible for insurance under the Scotia Business Loan Protection Program whose application for insurance has been accepted and who is named as an "Insured Person" on the Schedule of Coverage.

<b>Insurer</b>	means The Canada Life Assurance Company.
<b>Outstanding Account Balance</b>	means the unpaid balance of the Insured Loan(s) on the date of death of an Insured Person's Diagnosis of a Terminal Illness, Hospitalization, Disability, or death of an Insured Person, as applicable.
<b>Schedule of Coverage</b>	means the schedule included with this Certificate of Insurance which indicates the name of the Insured Person(s), the name of the business entity, the Insured Loan(s) and the Effective Date of Coverage.
<b>Scotiabank</b>	means The Bank of Nova Scotia.
<b>Terminal Illness</b>	means an illness that has been determined by a Doctor in writing to likely result in the Insured Person's death within one year of Diagnosis.
<b>You or Your</b>	means the authorized representative of the business entity named in the Schedule of Coverage.

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