

# **Creditor Insurance for CIBC Mortgages**

# **Distribution Guide**

# Life Insurance, Critical Illness Insurance, **Disability Insurance and Disability Insurance Plus for CIBC Mortgages**

### Name and Address of Insurer:

The Canada Life Assurance Company ("Canada Life")

330 University Avenue Toronto, Ontario M5G 1R8 CIBC Creditor Insurance Helpline: 1 800 465-6020

## Name and address of the Distributor:

#### Canadian Imperial Bank of Commerce ("CIBC")

(Stamp or write branch address here)

Telephone: 1 800 465-6020

The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The insurer alone is responsible for any discrepancies between the wording of the guide and the policy.

For any questions regarding *your Insurance* products, please call the CIBC Creditor Insurance Helpline at 1 800 465-6020

> 4819801 2018/03





### PERSONAL NOTES

#### **Coverage Amount:**

Life Insurance:

Critical Illness Insurance:

Disability Insurance:

Disability Insurance Plus:

#### Premium:

Life Insurance:

Critical Illness Insurance:

Disability Insurance:

Disability Insurance Plus:

Other:

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#### Sections 439 to 443 of the Act respecting the Distribution of Financial **Products and Services.**

**439.** A distributor may not subordinate the making of a contract to the making of an insurance contract with the insurer specified by the distributor.

The distributor may not exercise undue pressure on the client or use fraudulent tactics to induce the client to purchase a financial product or service.

- **440.** A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.
- **441.** A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered mail. Where such an insurance contract is rescinded, the first contract retains all its effects.
- **442.** No contract may contain provisions allowing its amendment in the event of rescission or cancellation by the client of an insurance contract made at the same time.

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

**443.** A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds, cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

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Please see section "Definitions" for the definitions of words in *italics*.

## NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

#### NOTICE GIVEN BY A DISTRIBUTOR

Section 440 of the Act respecting the distribution of financial products and services (chapter D-9.2)

#### THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

- contract.
- however, penalties may apply.

For further information, contact the Autorité des marchés financiers at (418) 525-0337 or 1-877-525-0337.

#### NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

The Canada Life Assurance Company To: 330 University Avenue Toronto, Ontario M5G 1R8

Date:

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby Rescind insurance contract no.:

(Number of contract, if indicated)

Entered into on:

(Date of signature of contract)

(Place of signature of contract)

(Name of client)

In:

This document must be sent by registered mail.

• The Act allows you to Rescind an insurance contract you have just signed when signing another contract, without penalty, within 10 days of its signature. However the Insurer allows you to Rescind an insurance contract, without penalty, within 30 days of its receipt. To do so, you must give the insurer notice by registered mail within that delay. You may use the attached model for this purpose. Despite the Rescission of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your

• After the expiry of the 30-day delay, you may Rescind the insurance at any time;

(Date of sending of notice)

(Signature of client)

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#### Physician

Means a medical doctor appropriate for *your* condition who is duly licensed to practice in Canada and who is not a member of *your* family.

#### **Previous Mortgage Life Policy**

Means *Group Insurance Policy* G.60129-01 providing the creditor's group *Life Insurance*, issued by *Canada Life, as insurer*, to *CIBC*, as group policyholder.

#### **Policy or Policies**

The Canada Life Assurance Company underwrites:

- i) Group Insurance Policy G.60230-01 for Mortgage Life Insurance,
- ii) Group Insurance Policy H.60230 for Critical Illness Insurance,
- iii) Group Insurance Policy H 60129-301 for Mortgage Disability Insurance and
- iv) Group Insurance Policy H 60129-311/411 for Mortgage Disability Insurance Plus, referred to collectively as the "Policies", and individually, as the "Policy", issued to Canadian Imperial Bank of Commerce as the Policyholder.

#### **Power of Sale**

Means the legal process by which *CIBC* may sell the property at public auction. This situation occurs when a borrower is in default of the reimbursement of the *Mortgage Loan*.

#### Principal

Means the amount borrowed or remaining unpaid. This is the part of the payment that reduces the outstanding balance of a *Mortgage Loan*.

#### Prior Insured Mortgage Loan

Means a Mortgage Loan that was insured under the Mortgage Life Policy, the Previous Mortgage Life Policy, the Mortgage Critical Illness Policy, the Mortgage Disability Policy or Mortgage Disability Plus Policy.

#### Refinance

Considered a *New Mortgage Loan* for *Insurance* purposes. *Refinancing* could include: <u>i)</u> extending or shortening the *Amortization Period*;

- ii) changing the interest rate for reasons other than renewal of a loan;
- iii) increasing or decreasing the outstanding balance of the Mortgage Loan; or
- iv) lengthening or shortening the term.

#### **Rescission or Rescind or Rescinded**

Means to put an end to your Insurance contract.

#### Seasonal Worker

Means a person who is employed only in certain seasons or whose employment is dependent on seasonal weather or seasonal activities. Examples of *Seasonal Workers* may include, **but are not limited to** construction workers, landscapers, and roofers.

#### Transfer

Means transferring the *Mortgage Loan* from one property to another. This is considered a *New Mortgage Loan* for *Insurance* purposes.

#### **Waiting Period**

Means:

- i) with respect to *Disability Insurance*, the first 60 days following the *Date of Disability*, and
- ii) with respect to Job Loss Insurance, the first 60 days following the Date of Job Loss.

### INTRODUCTION

The purpose of this distribution guide is to provide information on *Creditor Insurance* for *CIBC* Mortgages, which includes *Life Insurance* (*Group Insurance Policy* 60230-01), *Critical Illness Insurance* (*Group Insurance Policy* H.60230), *Disability Insurance* (*Group Insurance* (*Group Insurance Policy* 60129-301) and *Disability Insurance* Plus (*Group Insurance Policy* 60129-311/411), issued by The Canada Life Assurance Company ("*Canada Life*"). *Canada Life* underwrites the Group *Insurance Policies*, offered exclusively to Canadian Imperial Bank of Commerce ("*CIBC*") clients for *CIBC* Mortgages.

This Distribution Guide will help *you* decide, without the services of an *Insurance* advisor, if the *Insurance* offered suits *your* specific *Insurance* needs. It also gives details about how to apply for *Insurance*, how to submit a claim and where to go for more information on the *Insurance* products described in this guide.

If *you* have a question that is not answered here, *you* can call us at our *CIBC Creditor Insurance* Helpline at 1 800 465-6020 or visit our website at <u>www.cibc.com</u>.

**\*Note:** although the terms for all four types of *Creditor Insurance (Life Insurance, Critical Illness Insurance, Disability Insurance* and *Disability Insurance* Plus) are set out in this distribution guide, *you* will only have *Insurance* coverage on the *Insurance* for which *you* choose to apply.

#### **Job Loss**

Means that your employment was involuntarily terminated by your employer (not for cause) including permanent layoff, and for which you are eligible to receive Government of Canada Employment Insurance Benefits. Job Loss does not include strike or layoff where:

- terminated, **or**
- ii) you have not been provided with an employment end date.

#### Job Loss Insurance

Means the Job Loss Insurance coverage under the Mortgage Disability Insurance Plus Policy.

#### Life Insurance

Means the Life Insurance coverage under the Mortgage Life Policy.

#### Mortgage Critical Illness Policy

Means Group Policy H.60230 providing creditor's group Critical Illness Insurance, issued by Canada Life, as insurer, to CIBC, as group policyholder.

#### **Mortgage Disability Plus Policy**

Means Group Insurance Policy H 60129-311/411, providing creditor's group Disability and Job Loss Insurance issued by Canada Life, as insurer, to CIBC, as group policyholder.

#### Mortgage Disability Policy

Means Group Insurance Policy H 60129-301, providing creditor's group Disability Insurance, issued by Canada Life, as insurer, to CIBC, as group policyholder.

#### Mortgage Life Policy

Means Group Insurance Policy G.60230-01, providing creditor's group Life Insurance issued by Canada Life, as insurer, to CIBC, as group policyholder.

#### Mortgage Loan

Means the Mortgage Loan which is identified in your Application and insured with Creditor Insurance.

#### Mortgage Loan Agreement

Means the agreements governing your Mortgage Loan (as renewed or otherwise amended, if applicable).

#### New Mortgage Loan

Any CIBC Mortgage Loan written for the first time or an existing Mortgage Loan that is Refinanced.

#### Percentage Limit Insured

Means the percentage amount of the Mortgage Loan that is insured. It is your Initial Insured Amount expressed as a percentage (not to exceed 100%) of the outstanding Principal balance of the Mortgage Loan on the later of the date when your Life Insurance or Critical Illness Insurance on the Mortgage Loan begins, and the date the Mortgage Loan is advanced.

#### Permanent Employee

Means being hired by an employer for a position / employment that has no predetermined time limited or end date.

i) the employment relationship has not been completely and permanently

#### **Disability and Disabled**

Means that *you* are completely unable to perform, due to sickness or injury:

- i) the regular duties of *your* full-time occupation in which *you* were engaged immediately prior to becoming *Disabled*,
- ii) the essential duties of your principal occupation, if you are a Seasonal Worker, or
- <u>iii)</u> the regular duties of *your* full-time occupation prior to retirement, going on parental leave, or becoming unemployed, if *you* are retired, on parental leave, or unemployed, respectively.

#### **Disability Insurance**

Means the *Disability Insurance* coverage under either *Disability Insurance* or *Disability Insurance* Plus.

#### **Fixed Monthly Benefit Amount**

#### Means:

- i) if *you* are approved for coverage, the *Principal* and interest portion of *your* total monthly *Mortgage Loan* payment (rounded to the nearest \$100); **or**
- ii) if *you* are not approved for coverage but are eligible for coverage based on prior coverage *you* had, the amount communicated to *you* by *Canada Life*. The maximum *Fixed Monthly Benefit Amount* is \$3000.

#### Foreclosed

Means the legal process by which *CIBC* takes the *Mortgage Loan* property as payment. This situation occurs when a borrower is in default of the reimbursement of the *Mortgage Loan*.

#### **Group Insurance Policy**

Means the Mortgage Life Policy, Previous Mortgage Life Policy, Mortgage Critical Illness Policy, Mortgage Disability Policy or Mortgage Disability Plus Policy, as applicable.

#### **Home Power Plan**

Is a *CIBC* borrowing product (that can include a *CIBC* real estate secured line of credit or it can combine a *CIBC Mortgage Loan* with a *CIBC* real estate secured line of credit) that leverages the equity in *your* home to provide *you* with ongoing access to funds.

#### Initial Insured Amount

Means the maximum dollar amount of *Insurance* provided to *you* related to the *Mortgage Loan*, which is the lowest of:

- i) the *Mortgage Loan* amount to be advanced, or if the *Mortgage Loan* has been advanced on the date *you* apply for *Insurance*, the outstanding *Principal* balance of the *Mortgage Loan* on the date *you* apply for *Insurance*;
- ii) the amount determined by applying *your Percentage Limit Insured* on the *Prior Insured Mortgage Loan* to the *Principal* balance at the time of payout of the *Prior Insured Mortgage Loan*;
- iii) \$750,000 minus the total of all the outstanding *Principal* balances of all *your* other life-insured *CIBC* branded *Mortgage Loans* under the *Mortgage Life Policy* or *Previous Mortgage Life Policy* on the date when *your Mortgage Life Insurance* begins under the *Certificate;* or
- iv) \$500,000 minus the total of all the outstanding *Principal* balances of all *your* other *Critical Illness*-insured *CIBC* branded *Mortgage Loans* under the *Mortgage Critical Illness Policy* on the date when *your Mortgage Critical Illness Insurance* begins under the *Certificate*.

#### Insured Person, you and your

Means each person insured under the Group Insurance Policy.

# LIFE INSURANCE FOR CIBC MORTGAGES

### **DESCRIPTION OF THE PRODUCT OFFERED**

#### Nature of the Coverage

Creditor Life Insurance for CIBC Mortgages is Insurance that helps to reduce or pay off the outstanding Principal balance of your CIBC brand Mortgage Loan if you or another Insured Person on your Mortgage Loan, if applicable, should die.

If you die, provided the terms and conditions of the Certificate are satisfied, Canada Life will pay the Life Insurance benefit to CIBC which will be applied to your Mortgage Loan. The Life Insurance benefit will be applied to your Mortgage Loan in the same order and priority as your Mortgage Loan payments under the terms of your Mortgage Loan.

The amount of the Life Insurance benefit is equal to the outstanding Principal balance of your Mortgage Loan on the date of your death multiplied by the Percentage Limit Insured.

If your Initial Insured Amount was equal to the amount of the Mortgage Loan (i.e., the Percentage Limit Insured is 100%), the amount of the Life Insurance benefit is equal to the outstanding Principal balance of your Mortgage Loan on the date of your death. You cannot choose a beneficiary.

## SUMMARY OF SPECIFIC FEATURES

#### Who can apply?

To be eligible for Life Insurance you must:

- be approved for the *Mortgage Loan*,
- be a borrower, co-borrower or guarantor of the *Mortgage Loan*, •
- be a resident of Canada, which is any person who: •
- has lived in Canada for a total of 183 days or more within the last year (days do not need to be consecutive); or
- is a member of the Canadian Armed Forces;
- be age 18 or over and under age 65 at the time CIBC receives your Application (if you are age 65 or over and under age 70 at the time CIBC receives your Application, you may be eligible for prior coverage recognition as described in the "Prior Coverage *Recognition*" section below), **and**
- not already have more than \$750,000 of Life Insurance coverage on all your lifeinsured CIBC branded Mortgage Loans.

#### How many of us can be covered?

A maximum of two eligible people can be insured for Life Insurance on the same Mortgage Loan.

Each applicant must complete the Application for Creditor Insurance for CIBC Mortgages, including the Health Questions.

### What if one of us is not approved?

Coverage for one person can still be put in force on the approved applicant.

### DEFINITIONS

#### **Amortization Period**

Means the period for the gradual repayment of a *Mortgage Loan* by installments.

#### Application

Means your signed and completed written Application (in paper or electronic form) or your telephone Application for Creditor Insurance, and includes any health questions, whether answered in writing or verbally.

Assigned

Means to Transfer to another creditor.

Canada Life Means The Canada Life Assurance Company.

Certificate Means the Certificate of Insurance.

CIBC

#### **Claims Advisor**

Means an employee of an *Insurance* company whose responsibilities include investigating claims, approving valid claims, and denying invalid claims.

#### **Creditor Insurance**

Means Life Insurance, Critical Illness Insurance, Disability Insurance or Disability Insurance Plus, as applicable, for your Mortgage Loan.

**Critical Illness** 

Has the meaning indicated in the "Mortgage Critical Illness Insurance" section.

**Critical Illness Insurance** 

Means the Critical Illness Insurance coverage under the Mortgage Critical Illness Policy.

#### **Date of Diagnosis**

Means the date you are Diagnosed with a Critical Illness.

#### **Date of Disability**

Means the latest of:

- i) the date of *your Disability* as determined by *your Physician*;
- ii) the date you cease to work due to your Disability; or

#### **Date of Job Loss**

Means the last day you were employed.

#### **Diagnosis and Diagnosed**

Means the determination of a medical condition made in writing by a *Physician* who has been trained in and certified by a specialty examining board in Canada in the specific area of medicine relevant to the Critical Illness in question, and who is not yourself, your relative, or your business associate.

Means Canadian Imperial Bank of Commerce or any of its affiliates.

iii) the date you are under the regular care of a *Physician* for your Disability.

### **CONTACT INFORMATION**

Please contact your CIBC Personal Banker or call our CIBC Creditor Insurance Helpline or visit our website at www.cibc.com if you have any further questions.

#### CIBC CREDITOR INSURANCE HELPLINE: 1 800 465-6020

Telecommunication device for the hearing impaired is: Toll-free 1 800 465-7401

- The Canada Life Assurance Company Insurer: 330 University Avenue Toronto, Ontario M5G 1R8 Telephone: 1 800 387-4495
- Distributor: Canadian Imperial Bank of Commerce (CIBC) CIBC Creditor Customer Service PO Box 3020 Mississauga, STN A Mississauga, Ontario L5A 4M2 Telephone: 1 800 465-6020

## **REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS**

For additional information regarding the insurer's and the distributor's obligations towards you, please contact the Autorité des marchés financiers.

#### Autorité des marchés financiers

Place de la Cité, Tour Cominar 2640, boul. Laurier, bureau 400 Quebec, (Quebec) G1V 5C1

Telephone:

Toll-free:	1 877 525-0337
Quebec City:	(418) 525-0337
Montreal:	(514) 395-0337

Web Site:

www.lautorite.qc.ca

#### How much am I covered for?

The maximum benefit for all your CIBC branded Mortgage Loans under the Mortgage Life Policy or the Previous Mortgage Life Policy is \$750,000.

If your Application is approved, the Initial Insured Amount is the lesser of:

- the Mortgage Loan amount to be advanced, or if the Mortgage Loan has been your Application, or

Where the Initial Insured Amount is less than the Mortgage Loan amount, the Mortgage Loan is only partially covered. The Percentage Limit Insured will be less than 100%. The Percentage Limit Insured of the Mortgage Loan amount is determined by dividing the Initial Insured Amount by the Mortgage Loan amount. Calculating a Percentage Limit Insured (example): If your Initial Insured Amount is \$100,000 and your Mortgage Loan amount is \$200,000, your Percentage Limit Insured is 50% (\$100,000/\$200,000).

Calculating the *Life Insurance* benefit where there is partial coverage (example): If you already have one insured CIBC branded Mortgage Loan with a current balance of \$700,000 and you insured a second CIBC branded Mortgage Loan of \$400,000 under the Certificate, your Initial Insured Amount for the second Mortgage Loan under the *Certificate* would be \$50,000 (maximum coverage of \$750,000 - \$700,000 = \$50,000). Therefore, 12.5% of your second CIBC branded Mortgage Loan would be insured (\$50,000/\$400,000 = 12.5%), and 12.5% would be the *Percentage Limit Insured* for the second CIBC branded Mortgage Loan under the Certificate.

If the outstanding balance of your second CIBC branded Mortgage Loan is \$350,000 at the time of your death, the benefit payable would be 43.750 ( $350.000 \times 12.5\%$  = \$43,750). In addition, the outstanding balance on your first CIBC branded Mortgage Loan would be payable subject to the terms of its certificate of insurance.

#### How much will the Insurance cost?

Your monthly Life Insurance premium is based on:

- your age on the date of your Application,
- the Initial Insured Amount, **and**

Your premiums remain constant while your Insurance is in effect (based on your age on the date of your Application), unless the premium rates are changed in the Mortgage Life Policy.

Canada Life and CIBC reserve the right to change the premium rates under the Policy at any time. You will be provided with at least 30 days prior notice of a change to your premium as a result of a premium rate change in the Mortgage Life Policy.

Your monthly Life Insurance premium = (Initial Insured Amount / 1,000 x premium rate). Applicable taxes will be added to your premium.

advanced, the outstanding Principal balance of the Mortgage Loan on the date of

\$750,000 minus the total of all the outstanding *Principal* balances of all *your* other life-insured CIBC branded Mortgage Loans under the Mortgage Life Policy or Previous Mortgage Life Policy on the date when your Insurance begins under the Certificate.

• the applicable premium rate from the *Life Insurance* monthly rate table below.

*Life Insurance* monthly premium rates per \$1,000 of the *Initial Insured Amount:* 

Age Group	Under 30	30-35	36-40	41-45	46-50	51-55	56-60	61-64	65-69
Life Insurance Single Coverage	\$0.08	\$0.13	\$0.20	\$0.29	\$0.43	\$0.64	\$0.82	\$0.97	\$0.97
Life Insurance Joint Coverage*	\$0.15	\$0.22	\$0.34	\$0.49	\$0.68	\$0.90	\$1.19	\$1.62	\$1.62

\* The Life Insurance Joint Coverage premium rate is based on the age of the older Insured Person and is only applicable when the two Insured Persons have:

- i) applied for *Life Insurance* on the same date, **and**
- ii) the same Initial Insured Amount.

In all other cases the combined premium for both *Insured Persons* is determined by using the sum of the premiums calculated using the Life Insurance Single Coverage rates for each person and multiplying the result by 90%.

Note: Due to rounding, there may be a minor difference in the premium that you are charged compared to the premium that is calculated using the above formula.

If the Mortgage Loan payment frequency is other than monthly, your Insurance premium will be adjusted as described in the "Adjusting monthly payments and benefits" section below.

#### An example of Life Insurance Joint Coverage calculation when applying at the same time:

You are age 36, the other borrower is age 32. You both apply and are approved for Life Insurance at the same time and the Initial Insured Amount is \$150,000. The monthly premium for Insured Persons combined would be based on your age of 36. It would be calculated as follows: \$150,000/1000 x \$0.34 = \$51.00.

#### An example of *Life Insurance* Joint coverage calculation when applying at different times:

You are age 36 and you apply and are approved for Life Insurance on an Initial Insured Amount of \$150,000. The monthly premium would be calculated as follows:  $150,000/1000 \ge 0.20 = 30,00$ . A 32 year-old co-borrower applies for *Life Insurance* on the same Mortgage Loan at a later time that has an Initial Insured Amount of \$130,000. The monthly premium for 32 year-old person would be calculated as follows: 130,000/1000 x \$0.13 = \$16.90. The monthly premium for both *Insured* Persons combined is calculated as follows:  $(\$30.00 + \$16.90) \ge 90\% = \$42.21$ .

#### Insurer's reply

When a claim is approved, you will be informed of the benefit amount in writing. A written explanation will be provided if the claim is denied.

The insurer should make their decision known to you within 30 days of receipt of all requested information.

### Appeal of an Insurer's Decision and Recourse

The following steps are recommended if you wish to appeal Canada Life's decision:

- reconsidered.
- to call the CIBC Creditor Insurance Helpline at 1 800 465-6020.
- complaint by contacting Canada Life at 1-800-380-4572 or by email at

If you are unable to resolve the problem with CIBC or Canada Life, you have the following options:

- You can contact the Autorité des marchés financiers; or
- Your Legal Advisor.

### SIMILAR PRODUCTS

There are other products offered on the market that may have similar benefits. However, Creditor Insurance for CIBC Mortgages is exclusively offered to CIBC customers and may be less expensive than if you bought Insurance to cover your Mortgage Loan elsewhere.

• Speak with the Canada Life Claims Advisor who handled the Claim. Tell the Claims Advisor that you are disappointed with the decision and why. You may be asked to provide more evidence to support why you feel the Claim should be

• If you are not satisfied with the answer from the *Claims Advisor*, you are encouraged

• If you are still not satisfied with the response, you may choose to submit a creditorcomplaints@canadalife.com or visit www.canadalife.com/complaints.

#### What if I miss a payment?

Your Insurance premium payments are made together with your Mortgage Loan payments. If your Insurance premium payments are in arrears for 90 consecutive days, your Insurance will be terminated.

#### **Reapplying for Coverage**

If your Insurance ends because your Insurance premium payments are in arrears for 90 consecutive days, and you wish to reapply for coverage, you must complete a new Application.

#### What happens when I renew my Mortgage Loan?

Your coverage will continue as usual so there is no need to reapply. Your Insurance premium payments will also continue to be based on your age as of the date of your Application.

#### What happens if I Refinance or Transfer my Mortgage Loan?

You will need to reapply for Insurance by completing a new Application if you Refinance or Transfer your Mortgage Loan to another property.

If you are not approved for a new request for Life Insurance for the amount of the New *Mortgage Loan*, prior coverage recognition may apply.

### PROOF OF LOSS OR CLAIM

#### Submission of a claim

Insurance Claim forms are available from any CIBC banking centre, at www.cibc.com or by calling the CIBC Creditor Helpline at 1 800 465-6020. We recommend that you make a *Claim* as soon as possible following an insured event.

For a Life Insurance Claim, notice and proof of Claim must be made to Canada Life within one (1) year, or (3) years in Quebec from the date of death, otherwise the *Claim* will not be payable.

For a Critical Illness Insurance Claim, notice of proof of Claim must be made to Canada Life within **180 days** from the Date of Diagnosis otherwise the Claim will not be payable.

For a Disability Insurance or Job Loss Insurance Claim, notice and proof of Claim must be made to Canada Life within **120 days** from the Date of Disability or Date of Job Loss otherwise the *Claim* will not be payable.

*Canada Life* may request *you* to undergo a medical examination by a *Physician*, when, and as often as they may reasonably require, in order to adjudicate a Claim or determine the continuance of a Claim. Any costs that may be incurred to obtain evidence for a *Claim* are *your* responsibility.

### **EXCLUSIONS AND LIMITATIONS**

A Life Insurance benefit will not be paid if:

- you gave false or incomplete information or a false declaration on the void and will be considered never to have been in force;
- the Insurance is not in force on the date of death;
- liability will be limited to a refund of premiums paid;
- your Insurance begins;
- contributed to by, or associated with:
  - **i**) Physician;
  - operation occurred; or

#### CAUTION

Application or to any subsequent request for information, and Canada Life determines based on the correct or complete information that you would not have qualified for this Insurance. In this case, your Insurance coverage will be

you have misstated your age on your Application, and your true age would have made you ineligible for this Insurance. In this case, Canada Life's

your death results from a self-inflicted injury within two years of the date

your death is a result of events directly or indirectly related to, arising from, following your participation or attempted participation in, caused by or

your use of any drug, poisonous substance, intoxicant (other than alcohol) or narcotic, unless taken according to the instructions of your

ii) your operation of any motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the

iii) your commission or attempted commission of a criminal offence.

#### WHEN YOUR INSURANCE ENDS

Your Insurance ends automatically on the earliest of the following dates:

- the date of *your* death,
- your 70th birthday for Life Insurance and Critical Illness Insurance, •
- •
- the date CIBC receives your request to cancel your Insurance, •
- ٠ Mortgage Loan,
- •
- or sold under a *Power of Sale*,
- days;
- cancelled for non-payment of premiums;
- ٠ Loan,
- the date CIBC and Canada Life terminate the Group Insurance Policy, •
- *Mortgage Loan*, if:
  - respect of that person's death, **and**
- for *Critical Illness Insurance*:
  - i) the date *your Critical Illness* claim is approved;
  - *Insurance* premiums will be refunded; **or**
  - Loan on that date.

### Adjusting monthly payments and benefits

If mortgage payments are made at a frequency other than monthly, the monthly Insurance premiums and the Fixed Monthly Benefit Amount paid in the event of a claim are adjusted as follows:

- benefit amount divided by 2,

# **CRITICAL ILLNESS INSURANCE** FOR CIBC MORTGAGES

your 65th birthday for Disability Insurance or Disability Insurance Plus, the date your Mortgage Loan is paid out, except if you replace your Mortgage Loan with a New Mortgage Loan under a CIBC Home Power Plan<sup>®</sup> without changing the outstanding *Principal* amount at the time of payout of your

the date your Mortgage Loan or the registered mortgage or charge securing the Mortgage Loan in favour of CIBC is Assigned to another lender at your request, the date the property being used as security for the Mortgage Loan is Foreclosed

the date your Insurance premium payments are in arrears for 90 consecutive

• for Disability, Job Loss and Critical Illness Insurance you will be given a minimum of 15 days' prior notice in writing, before your insurance is

the date you are no longer a borrower, co-borrower or guarantor of the Mortgage

for Life Insurance, the date of death of another person insured on the same

i) a Life Insurance benefit is paid under the Life Policy or Previous Life Policy in

ii) the benefit amount paid is equal to or greater than the amount of *Life* Insurance that you have on the Mortgage Loan on that date; or

ii) the date you are *Diagnosed* with Cancer or experience signs, symptoms or undergo investigations leading to a *Diagnosis* of Cancer, which occurs within 90 days of your coverage effective date. In this scenario, your Critical Illness

iii) the date a Critical Illness Insurance benefit is paid for another person insured on the same *Mortgage Loan* if the benefit amount paid is equal to or greater than the amount of your Critical Illness Insurance benefit on the Mortgage

• for semi-monthly *Mortgage Loan* payment frequency, the monthly premium or

• for weekly *Mortgage Loan* payment frequency, monthly premium or benefit amount multiplied by 12, then divided by 365, and then multiplied by 7, and

• for bi-weekly *Mortgage Loan* payment frequency, monthly premium or benefit amount multiplied by 12, then divided by 365, and then multiplied by 14.

### **CANCELLATION AND END OF INSURANCE**

#### How to cancel your Insurance Coverage

This *Insurance* is optional. You may cancel your coverage at any time by:

- Calling *CIBC* Creditor Helpline at 1-800-465-6020;
- Completing a cancellation form at a *CIBC* banking centre;
- Completing and sending the 'Notice of Rescission of an Insurance Contract', ٠ included in this distribution guide; **or**
- Sending a letter to your CIBC banking centre requesting cancellation. This letter must specify the Mortgage Loan Number, the names of the Insured Persons and the Insurance that they want to cancel.

Your Insurance coverage includes a review period of 30 days from the date you receive your Certificate. If you cancel your coverage during this review period, you will receive a full refund of any Premiums paid and the coverage will be deemed to have never been in force. If you cancel at any time after the review period, no refund will be provided.

In the case of coverage for two borrowers, the *Insurance* premium will be reduced to the cost for a single premium if one borrower wishes to maintain Insurance.

**Caution** - it is possible that you may lose advantageous Insurance features as a result of terminating your coverage. Contact CIBC or consult your Certificate of Insurance for further information. Despite the termination of the Insurance contract, the Mortgage Loan contract entered into will remain in force.

#### WHEN YOUR INSURANCE BEGINS

Your Insurance begins on the date CIBC receives your signed and completed Application if:

- you have answered "No" to all applicable health questions on the Application, and
- your Mortgage Loan has been approved by CIBC.

In all other situations, Canada Life will review your Application. If your Application is approved, Canada Life will advise you in writing that your Application has been approved and confirm the date your Insurance begins. If your Application is not approved, Canada *Life* will provide *you* with a notice of decline.

If your Application is not approved and you qualify for prior coverage recognition, your Insurance begins as described in the "Prior Coverage Recognition" section above.

### **DESCRIPTION OF THE PRODUCT OFFERED** Nature of the Coverage

If you are *Diagnosed* with a *Critical Illness*, provided the terms and conditions of the Certificate are satisfied, Canada Life will pay the Critical Illness Insurance benefit to CIBC to be applied to your Mortgage Loan. The Critical Illness Insurance benefit will be applied to your Mortgage Loan in the same order and priority as your Mortgage Loan payments under the terms of *your Mortgage Loan*.

You are responsible for your regular mortgage payments until your claim is approved. For any regular mortgage payments made by *you* that are covered by *Critical Illness* Insurance, the insured portion of such payments will be reimbursed once the claim is approved.

The amount of the Critical Illness Insurance benefit is equal to the outstanding Principal balance of your Mortgage Loan on the Date of Diagnosis multiplied by the Percentage Limit Insured.

If your Initial Insured Amount was equal to the amount of the Mortgage Loan (i.e., the Percentage Limit Insured is 100%), the amount of the Critical Illness Insurance benefit is equal to the outstanding Principal balance of your Mortgage Loan on the Date of Diagnosis.

## SUMMARY OF SPECIFIC FEATURES Who can apply?

To be eligible for *Critical Illness Insurance you* must:

- be approved for the *Mortgage Loan*;
- be a borrower, co-borrower or guarantor of the *Mortgage Loan*;
- be a resident of Canada, which is any person who:
  - not need to be consecutive); or
  - is a member of the Canadian Armed Forces;
- *Recognition*" section below); **and**
- your Critical Illness-insured CIBC branded Mortgage Loans.

### How many of us can be covered?

A maximum of two eligible people can be insured for *Critical Illness Insurance* on the same Mortgage Loan.

Each applicant must complete the Application for Creditor Insurance for CIBC Mortgages, including the Health Questions.

• has lived in Canada for a total of 183 days or more within the last year (days do

• be age 18 or over and under age 56 at the time CIBC receives your Application (if you are age 56 or over and under age 70 at the time CIBC receives your Application, you may be eligible for 'prior coverage recognition' as described in the "Prior Coverage

• not already have more than \$500,000 of Critical Illness Insurance coverage on all

### What if one of us is not approved?

Coverage for one person can still be put in force on the approved applicant.

#### What is a Critical Illness?

Critical Illness is defined as a definitive Diagnosis of Cancer, Acute Heart Attack or Stroke.

#### Cancer:

Cancer is defined as a life-threatening tumour, which must be characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue.

Cancer (life-threatening) does **not** include:

- Carcinoma *in situ*;
- Malignant melanoma skin cancer that is less than or equal to 1.0mm in thickness, unless it is ulcerated or is accompanied by lymph node or distant metastasis;
- Any non-melanoma skin cancer, without lymph node or distant metastasis;
- Prostate cancer classified as T1a or T1b, without lymph node or distant metastasis; • or
- Papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or • equal to 2.0cm in greatest diameter and classified as T1, without lymph node or distant metastasis.

#### **Acute Heart Attack:**

Acute Heart Attack is defined as the death of heart muscle due to obstruction of blood flow, which 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.

Acute Heart Attack does **not** include:

- ECG changes suggesting a previous myocardial infarction; or
- Elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including but not limited to coronary angiography and coronary angioplasty in the absence of new Q waves.

#### Stroke:

Stroke is defined as an acute cerebrovascular event caused by intra-cranial thrombosis or hemorrhage, or embolism from an extra-cranial source, with:

- Acute onset of new neurological symptoms; and
- New objective neurological deficits on clinical examination, persisting for more than 30 days following the Date of Diagnosis.

These new symptoms and deficits must be corroborated by diagnostic imaging testing.

#### Stroke does **not** include:

- Transient Ischemic Attacks (TIA's), also referred to as mini stroke; •
- Intracerebral vascular events due to trauma; or
- Lacunar infarcts which do not meet the definition of stroke as described above. •

### ADDITIONAL INFORMATION ABOUT YOUR INSURANCE: APPLIES TO LIFE INSURANCE, CRITICAL ILLNESS INSURANCE, DISABILITY INSURANCE AND DISABILITY INSURANCE PLUS

### PRIOR COVERAGE RECOGNITION

If your Application is not approved or you do not proceed with medical underwriting, you may still be eligible for Insurance. You are approved for prior coverage recognition

- above, and
- you had a Prior Insured Mortgage Loan which was:
  - applying,

  - iii) insured at the time it was paid out.

If prior coverage recognition applies to your Application:

- Application,
- paid out, **and**
- Certificate.

#### How prior coverage recognition works (example):

You pay out a Prior Insured Mortgage Loan with an outstanding Principal balance of \$50,000, a Percentage Limit Insured of 100%, and a Fixed Monthly Benefit Amount of \$1,000. You were insured for the Prior Insured Mortgage Loan on the date it was paid out.

Within 120 days of paying out the Prior Insured Mortgage Loan, you take out a New Mortgage Loan with an outstanding Principal balance of \$200,000 and a Fixed Monthly Benefit Amount of \$2,000. You reapply for the same type of Insurance on the New Mortgage Loan. However your Application is not approved due to health reasons.

In this case, you are eligible for prior coverage recognition and the Initial Insured Amount on the New Mortgage Loan is calculated as  $50,000 \times 100\% = 50,000$ . The Percentage Limit Insured on the New Mortgage Loan = \$50,000/\$200,000 = 25%. If the outstanding Principal balance of the New Mortgage Loan is \$60,000 on the date of death or *Date of Diagnosis*, the benefit payable is calculated as  $60,000 \ge 25\% = 15,000$ , subject to the limitations and exclusions as set out in the Certificate.

Under prior coverage recognition, the Fixed Monthly Benefit Amount on the New Mortgage Loan will be \$1,000, which was the Fixed Monthly Benefit Amount of Insurance on the Prior Insured Mortgage Loan.

you meet the eligibility requirements described in the "Who can apply" section

i) insured for the same type of *Insurance* for which you are currently

ii) paid out within 120 days of the date of your Application, and

your Insurance coverage for the Mortgage Loan is effective on the date of your

your benefit under the Certificate will be limited to the amount of Insurance you had on the Prior Insured Mortgage Loan at the time the Prior Insured Mortgage Loan was

you will be notified of your Initial Insured Amount and the Fixed Monthly Benefit Amount (as applicable), and your Insurance premium payment under the

the pregnancy caused your Disability;

- your Disability results from intentional self-inflicted injury;
- your Disability results from elective cosmetic or experimental surgery or treatment;
- your Disability is a result of events directly or indirectly related to, arising from, following your participation or attempted participation in, caused by or contributed to by, or associated with:
  - your use of any drug, poisonous substance, intoxicant (other than <u>i)</u> alcohol) or narcotic, unless taken according to the instructions of your Physician, or unless you are participating in a rehabilitation program approved by Canada Life that starts during the Waiting Period;;
  - your operation of any motorized vehicle or watercraft while your ability ii) to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the operation occurred; or
  - iii) your commission or attempted commission of a criminal offence.

A Job Loss Insurance benefit will not be paid if:

- you do not provide satisfactory proof of your continuing receipt of Government of Canada Employment Insurance benefits to Canada Life;
- you have not been continuously employed for the 6 months prior to the Date of ٠ Job Loss;
- you are terminated by your employer for cause;
- you quit, resign or voluntarily terminate your employment;
- you retire, whether mandatorily or voluntarily;
- you have received notice or otherwise become aware of your pending unemployment prior to applying for Disability Insurance Plus;
- you or another Insured Person are receiving Disability Insurance benefits • under the Mortgage Disability Policy or the Mortgage Disability Plus Policy for the *Mortgage Loan*;
- you are laid-off from seasonal work, or are terminated from contract work;
- you are not completely and permanently terminated from your employment or • have not been provided an employment end date;
- you are on maternity or parental leave or leave of absence; or
- you are self-employed, an independent contractor, a controlling shareholder of the company who employs you, or employed by an immediate family member or a company or entity controlled or owned by an immediate family member.

#### How much am I covered for?

The maximum benefit for all your Critical Illness-insured CIBC branded Mortgage Loans under the Mortgage Critical Illness Policy is \$500,000.

- If your Application is approved, the Initial Insured Amount is the lesser of:
- Application: or
- Illness Policy on the date when your Insurance begins under the Certificate.

Where the Initial Insured Amount is less than the Mortgage Loan amount, the Mortgage Loan is only partially covered. The Percentage Limit Insured will be less than 100%. The Percentage Limit Insured of the Mortgage Loan amount is determined by dividing the Initial Insured Amount by the Mortgage Loan amount.

Calculating a Percentage Limit Insured (example): If your Initial Insured Amount is \$100,000 and your Mortgage Loan amount is \$200,000; your Percentage Limit Insured is 50% (\$100,000/\$200,000).

Calculating the *Critical Illness Insurance* benefit amount where there is partial coverage (example): If you already have one insured CIBC branded Mortgage Loan with a current balance of \$400,000 and you insured a second CIBC branded Mortgage Loan of \$200,000 under the Certificate, your Initial Insured Amount for the second Mortgage Loan under the *Certificate* would be \$100,000 (maximum coverage of \$500,000 - \$400,000 = \$100,000). Therefore, 50% of your second CIBC branded Mortgage Loan would be insured (\$100,000/\$200,000 = 50%), and 50% would be the Percentage Limit Insured for the second CIBC branded Mortgage Loan under the Certificate.

If the outstanding balance of your second CIBC branded Mortgage Loan is \$50,000 at the time of your Diagnosis of a Critical Illness, the benefit payable would be \$25,000  $($50,000 \times 50\% = $25,000)$ . In addition, the full outstanding balance on your first CIBC branded Mortgage Loan would be payable subject to the terms of its certificate of insurance.

#### How much will the Insurance cost?

Your monthly Critical Illness Insurance premium is based on:

- *your* age on the date of *your* Application,
- the Initial Insured Amount, and
- below.

Your premiums remain constant while your Insurance is in effect (based on your age on the date of your Application), unless the premium rates are changed in the Mortgage Critical Illness Policy.

Canada Life and CIBC reserve the right to change the premium rates under the Policy at any time. You will be provided with at least 30 days prior notice of a change to your premium as a result of a premium rate change in the Mortgage Critical Illness Policy.

Your monthly Critical Illness Insurance premium = (Initial Insured Amount / 1,000 x premium rate). Applicable taxes will be added to your premium.

i) the Mortgage Loan amount to be advanced, or if the Mortgage Loan has been advanced, the outstanding Principal balance of the Mortgage Loan on the date of your

ii) \$500,000 minus the total of all the outstanding *Principal* balances of all your other Critical Illness-insured CIBC branded Mortgage Loans under the Mortgage Critical

• the applicable premium rate from the *Critical Illness Insurance* monthly rate table

Critical Illness monthly premium rates per \$1,000 of the Initial Insured Amount:

Age Group	Under 30	30-35	36-40	41-45	46-50	51-55	56-60	61-64	65-69
Critical Illness Insurance Single Coverage	\$0.10	\$0.17	\$0.27	\$0.45	\$0.68	\$1.01	\$1.65	\$2.40	\$2.70

The Critical Illness Insurance joint premium is determined by using the sum of the individual premiums for each Insured Persons (based on the Critical Illness Insurance Single Coverage rate and the Initial Insured Amount applicable to each insured) and multiplying the result by 85%.

#### An example of Critical Illness Insurance joint coverage calculation:

You are age 36 and apply for Insurance on an Initial Insured Amount of \$150,000. The monthly Critical Illness Insurance premium would be calculated as follows: \$150,000/1000 x \$0.27 = \$40.50. A 32 year-old *Insured Person* applies for *Insurance* on the same Mortgage Loan with an Initial Insured Amount of \$130,000. The monthly Critical Illness Insurance premium for the 32 year-old Insured Person would be calculated as follows:  $130,000/1000 \ge 0.17 = 22.10$ . The monthly premium for both Insured Persons combined is calculated as follows:  $(\$40.50 + \$22.10) \times 85\% = \$53.21$ .

**Note:** Due to rounding, there may be a minor difference in the premium that *you* are charged compared to the premium that is calculated using the above formula.

If the Mortgage Loan payment frequency is other than monthly, your Insurance premium will be adjusted as described in the "Adjusting monthly payments and benefits" section below.

An example of *Disability Insurance* Plus joint coverage calculation: You are age 36; the other Insured Person is age 32. You are both insured for Disability Insurance Plus with a Fixed Monthly Benefit Amount of \$1,000. The premium rate used would be based on age 36 and age 32. Your monthly Disability Insurance Plus premium would be calculated as follows:  $((\$1,000 \times \$3.44/100) \times .95) + ((\$1,000 \times \$2.99/100) \times .95) = \$61.09$  per month.

Note: Due to rounding, there may be a minor difference in the premium that you are charged compared to the premium that is calculated using the above formula.

If the *Mortgage Loan* payment frequency is other than monthly, *your Insurance* premium will be adjusted as described in the "Adjusting monthly payments and benefits" section below.

You must continue to pay all your Creditor Insurance premiums during the Waiting Period. Disability Insurance and Disability Insurance Plus premiums are waived during the Disability or Job Loss claim period.

### **EXCLUSIONS AND LIMITATIONS**

A Disability Insurance or Job Loss Insurance benefit will not be paid if:

- you gave false or incomplete information or a false declaration on the void and will be considered never to have been in force;
- liability will be limited to a refund of premiums paid;
- you return to work for wages or profit during the Waiting Period; or
- first scheduled benefit payment.

A Disability Insurance benefit will not be paid if:

- your principal occupation if you are a Seasonal Worker;
- you do not provide satisfactory proof of your Disability to Canada Life;
- you do not stop working due to your Disability;
- you are not under the regular care of a Physician or other health care practitioner approved by Canada Life;
- Canada Life:

### CAUTION

Application or to any subsequent request for information, and Canada Life determines based on the correct or complete information that you would not have qualified for this Insurance. In this case, your Insurance coverage will be

the Insurance is not in force on the Date of Disability or Date of Job Loss;

you have misstated your age on your Application, and your true age would have made you ineligible for this Insurance. In this case, Canada Life's

you return to work for wages or profit after the Waiting Period and before the

you are not completely unable to perform your regular duties of your full-time occupation or you are not completely unable to perform the essential duties of

you refuse to undergo a medical examination by a Physician at the request of

your claim is as the result of a pregnancy, unless the pregnancy is defined as high-risk by your attending Physician, and a medical condition resulting from

- the date you do not provide satisfactory proof of your continuing Job Loss to Canada • Life,
- the date you do not provide satisfactory proof of your continuing receipt of • Government of Canada Employment Insurance benefits to Canada Life,
- the date your Insurance ends other than due to CIBC or Canada Life terminating the • relevant Group Insurance Policy, or
- the date of your death.

### How much will the *Insurance* cost?

Your monthly Disability Insurance or Disability Insurance Plus premium is calculated using:

- your age on the date of your Application; •
- the Fixed Monthly Mortgage Benefit Amount, and •
- the applicable premium rate from the Disability Insurance and Disability Insurance • Plus monthly rate table below.

Your premiums remain constant while your Insurance is in effect (based on your age on the date of your Application), unless the premium rates are changed in the Mortgage Disability Policy or the Mortgage Disability Plus Policy.

Canada Life and CIBC reserve the right to change the premium rates under the Mortgage Disability Policy or the Mortgage Disability Plus Policy at any time. You will be provided with at least 30 days prior notice of a change to your premium as a result of a premium rate change in the Mortgage Disability Policy or the Mortgage Disability Plus Policy.

Your monthly Disability Insurance or Disability Insurance Plus premium = (Fixed Monthly Benefit Amount / 100 x premium rate). Applicable taxes will be added to your premium.

Age Group	Under 30	30-35	36-40	41-45	46-50	51-55	56-60	61-64	
Disability Insurance Single Coverage	\$1.35	\$1.70	\$2.15	\$2.80	\$3.45	\$4.45	\$5.50	\$6.00	
<i>Disability Insurance</i> Plus Single Coverage	\$2.64	\$2.99	\$3.44	\$4.09	\$4.74	\$5.74	\$6.79	\$7.29	

Premium Rates are per \$100 of the Fixed Monthly Benefit Amount:

For two persons who both have Disability Insurance or both have Disability Insurance Plus, the premium rate used is based on the age of each *Insured Person* and the monthly premium is determined by using the sum of the premiums and multiplying the result by 95% as follows: ((Fixed Monthly Benefit Amount x single premium rate / 100) x .95) + ((Fixed Monthly Benefit Amount x single premium rate / 100) x .95) = premium payment.

An example of *Disability Insurance* joint coverage calculation: You are age 36; the other Insured Person is age 32. You are both insured for Disability Insurance with a Fixed Monthly Benefit Amount of \$1,000. The premium rate used would be based on age 36 and age 32. Your monthly Disability Insurance premium would be calculated as follows:  $((\$1,000 \times \$2.15 / 100) \times .95) + ((\$1,000 \times \$1.70 / 100) \times .95) = \$36.58$  per month.

### **EXCLUSIONS AND LIMITATIONS**

A Critical Illness Insurance benefit will not be paid if:

- you gave false or incomplete information or a false declaration on the void and will be considered never to have been in force;
- the Insurance is not in force on the Date of Diagnosis;
- liability will be limited to a refund of premiums paid;
- refunded;
- section "What is a Critical Illness"?; or
- caused by or contributed to by, or associated with:
  - Physician;
  - operation occurred; or

iii) your commission or attempted commission of a criminal offence.

#### CAUTION

Application or to any subsequent request for information, and Canada Life determines based on the correct or complete information that you would not have qualified for this Insurance. In this case, your Insurance coverage will be

you have misstated your age on your Application, and your true age would have made you ineligible for this Insurance. In this case, Canada Life's

you die within 30 days after being Diagnosed with a Critical Illness; your Diagnosis of Cancer or signs, symptoms or investigations leading to a Diagnosis of Cancer, occurs within 90 days of your coverage effective date. In this event, your Critical Illness Insurance coverage ends and premiums will be

your claim does not meet the definition of a Critical Illness as set out in the

your Critical Illness is a result of events directly or indirectly related to, arising from, following your participation or attempted participation in,

i) your use of any drug, poisonous substance, intoxicant (other than alcohol) or narcotic, unless taken according to the instructions of your

ii) your operation of any motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the

payable, provided they still have a Job Loss and the other terms and conditions of the Certificate are satisfied. In such instance, no new Waiting Period would apply (see below under "When your Job Loss Insurance benefits begin").

The benefit payments will be paid on each of the Mortgage Loan's scheduled payment due dates, beginning on the first scheduled payment due date after the Waiting Period, until your Job Loss Insurance benefit ends (see the section entitled When your Job Loss Insurance benefit ends).

Your Mortgage Loan payments during the Waiting Period are not covered by this Job Loss Insurance. If the Job Loss Insurance benefit is less than your total monthly Mortgage Loan payment, you are responsible for paying the deficiency on each of the Mortgage Loan's scheduled payment due dates in accordance with your Mortgage Loan Agreement.

#### Maximum Job Loss benefit amount

The maximum Fixed Monthly Benefit Amount is \$3,000 per incident of Job Loss for each Job Loss-insured CIBC branded Mortgage Loan for a maximum payment period of 6 months. The maximum total benefit per incident of Job Loss across all your Job Lossinsured CIBC branded Mortgage Loans is \$50,000.

Where the Fixed Monthly Benefit Amount is greater than your regular mortgage payments, the excess will be applied as a prepayment to your mortgage. Where the Fixed Monthly Benefit Amount is less than your regular mortgage payment (e.g., your regular mortgage payment exceeds \$3000 per month), you are responsible to remit the shortfall. You are always responsible for ensuring the required payments are made under your Mortgage Loan.

### When your Job Loss Insurance benefits begin

The benefit payments begin on the first scheduled payment that occurs after the Waiting Period. The Waiting Period is the first 60 days following your Date of Job Loss. You are responsible for your regular mortgage payments during the Waiting Period and until your claim is approved. For any regular mortgage payments made by you that are covered by Job Loss Insurance, the insured portion of such payments will be reimbursed once the claim is approved. The maximum period for which Job Loss Insurance benefit payments will be paid is 6 months.

### When your Job Loss Insurance benefits end

Your Job Loss benefit payments will automatically end on the first scheduled payment after the earliest of:

- the date of *your* 65<sup>th</sup> birthday,
- Mortgage Loan,
- CIBC branded mortgages under the Mortgage Disability Plus Policy,
- profit,

# **DISABILITY INSURANCE AND DISABILITY INSURANCE PLUS** FOR CIBC MORTGAGES

• the date you or another Insured Person begin receiving Disability Insurance benefits under the Mortgage Disability Policy or the Mortgage Disability Plus Policy for the

• the date a total of \$50,000 has been paid to you in Job Loss benefits for all of your

• the date 6 months of *Job Loss* benefit payments for a *Job Loss* have been paid,

• the date you return to work, or engage in any business or occupation for wages or

- the date 24 months of *Disability Insurance* benefit payments for a *Disability* have been paid,
- the date your Disability ends or you are able to return to work, •
- the date you do not provide satisfactory proof of your continuing Disability to Canada Life,
- the date *you* refuse to undergo a medical examination by a *Physician* or other health care practitioner selected by Canada Life,
- the date you are not under the regular care of a *Physician* approved by *Canada Life*,
- the date your Mortgage Loan is paid out, except if you replace your Mortgage Loan with a New Mortgage Loan under a CIBC Home Power Plan<sup>®</sup> without changing the outstanding Principal amount at the time of payout of your Mortgage Loan,
- the date your Insurance ends other than due to CIBC or Canada Life terminating the • Group Insurance Policy, or
- the date of *your* death.

#### Job Loss Insurance Benefits: Applicable for Disability Insurance Plus only

#### Your Job Loss Insurance benefit amount

If you applied for and were approved for Disability Insurance Plus, you will be entitled to benefits if you suffer a Job Loss.

If you suffer a Job Loss, provided the terms and conditions of the Certificate are satisfied, Canada Life will pay the Job Loss Insurance benefit to CIBC to be applied to your Mortgage Loan for the duration of the claim period. The amount of the benefit is set out in your Application as the Fixed Monthly Benefit Amount. This amount will be adjusted, as necessary, for any changes you make to your Mortgage Loan before the Mortgage Loan is advanced. The Fixed Monthly Benefit Amount will be applied to your Mortgage Loan in the same order and priority as your Mortgage Loan payments under the terms of your Mortgage Loan.

If your Mortgage Loan payment frequency is other than monthly, the Fixed Monthly Benefit Amount will be adjusted as described in the "Adjusting monthly payments and benefits" section below.

If two people with Job Loss Insurance on the same Mortgage Loan have a Job Loss at the same time, Job Loss benefits will only be paid for one person at a time during any one Job Loss claim period. If one of those persons is no longer eligible for Job Loss benefits, the other person's Job Loss benefit would become payable, provided they still have a Job Loss and the other terms and conditions of the Certificate are satisfied. In such instance, no new Waiting Period would apply (see below under "When your Job Loss Insurance benefits begin").

If an Insured Person has a Job Loss and Disability at the same time, only one claim benefit is payable during any one claim period per Mortgage Loan. Disability benefits are payable before Job Loss benefits. When the Disability claim expires, the Job Loss claim would become payable, provided they still have a Job Loss and the other terms and conditions of the Certificate are satisfied. In such instance, no new Waiting Period would apply (see below under "When your Job Loss Insurance benefits begin").

In the event of Job Loss of either or both of the Insured Persons and Disability of either or both of the Insured Persons at the same time, only one claim benefit is payable during any one claim period per Mortgage Loan. Disability benefits are payable before Job Loss benefits. When the Disability claim expires, the Job Loss claim would become

## **DESCRIPTION OF THE PRODUCT OFFERED**

### Disability Insurance benefits: applies to Disability Insurance and **Disability Insurance Plus**

#### Nature of the Coverage

If you become Disabled, provided the terms and conditions of the Certificate are satisfied, Canada Life will pay the Disability Insurance benefit to CIBC to be applied to your Mortgage Loan for the duration of the claim period. The amount of the benefit is the Fixed Monthly Benefit Amount as set out in your Application. This amount will be adjusted, as necessary, for any changes you make to your Mortgage Loan before the Mortgage Loan is advanced. The Fixed Monthly Benefit Amount will be applied to your Mortgage Loan in the same order and priority as your Mortgage Loan payments under the terms of your Mortgage Loan.

If your Mortgage Loan payment frequency is other than monthly, the Fixed Monthly Benefit Amount will be adjusted as described in the "Adjusting monthly payments and benefits" section below.

You may only make one Disability Insurance claim at a time, and no additional Disability Insurance benefits will be paid resulting from any additional Disability that arises during the Disability Insurance claim period. All sicknesses or injuries, that result in your Disability as of the date you first become Disabled, or during the Disability Insurance claim period, are considered to result in only one Disability Insurance claim under the Certificate. This means that while you are Disabled, and during the Disability Insurance claim period, no further claims will be accepted for Disability arising from related or unrelated causes.

If two people with Disability Insurance on the same Mortgage Loan are Disabled at the same time, Disability benefits will only be paid for one person at a time during any one Disability Insurance claim period. If one of those persons is no longer eligible for Disability benefits, the other person's Disability benefit would become payable, provided they are Disabled and the other terms and conditions of the Certificate are satisfied. In such instance, no new Waiting Period would apply (see below under "When your Disability Insurance benefits begin").

### SUMMARY OF SPECIFIC FEATURES

#### Who can apply?

To be eligible for *Insurance you* must:

- be approved for the *Mortgage Loan*,
- be a borrower, co-borrower or guarantor of the *Mortgage Loan*,
- NOT be receiving *Disability* benefits from any source, **and**
- be a resident of Canada, which is any person who:
  - not need to be consecutive); **or**
  - is a member of the Canadian Armed Forces.

• be age 18 or over and under age 65 at the time *CIBC* receives *your Application*, • has lived in Canada for a total of 183 days or more within the last year (days do

In addition:

#### For Disability Insurance:

• *you* must be:

• gainfully employed and be able to perform, for at least 25 hours per week, your regular duties of your principal occupation or your duties as a Seasonal Worker, the term occupation includes being an employee, a contractual worker, or a selfemployed worker and in the case of a Seasonal Worker, such person must have worked for at least one previous season.

#### For Disability Insurance Plus:

- you must be gainfully employed as a *Permanent Employee* and be able to perform, for at least 25 hours per week, your regular duties of your principal occupation; you must NOT be a Seasonal Worker, and
- you must NOT be self-employed, an independent contractor, a controlling shareholder of the company that employs you, or employed by a member of your immediate family or a company either owned or controlled by an immediate family member.

#### How many of us can be covered?

A maximum of two eligible people may be insured on the same Mortgage Loan for Disability Insurance or Disability Insurance Plus. You cannot be insured for both Disability Insurance and Disability Insurance Plus on the same Mortgage Loan.

#### What if one of us is not approved?

Coverage for one person can still be put in force on the approved applicant.

#### Maximum *Disability* benefit amount

The maximum Fixed Monthly Benefit Amount is \$3,000 for each Disability-insured CIBC branded Mortgage Loan (under the Mortgage Disability Policy and the Mortgage Disability Plus Policy) for a maximum payment period of 24 months. The maximum total benefit per incident of Disability across all your Disability-insured CIBC branded *Mortgage Loans* is \$150,000.

Where the Fixed Monthly Benefit Amount is greater than your regular mortgage payments, the excess will be applied as a prepayment to your mortgage. Where the Fixed Monthly Benefit Amount is less than your regular mortgage payment (e.g., your regular mortgage payment exceeds \$3000 per month), you are responsible to remit the shortfall. You are always responsible for ensuring the required payments are made under your Mortgage Loan.

#### Example for maximum Disability benefit period per incident of Disability:

Customer A is *Diagnosed* with cancer and receives 24 months of *Disability* benefits on their mortgage between February 1, 2014 and February 1, 2016. As the maximum payment period was reached as of February 2, 2016 no further Disability benefits are paid in relation to this particular incident of Disability. Customer A continues to be insured under the Policy for Disability benefits for other related or unrelated subsequent incidents. Customer A is then *Diagnosed* with a back injury on April 1, 2017. Customer A is able to submit a new claim for this new incident of *Disability*, and may receive Disability benefits for up to a maximum period of another 24 months.

#### Example for maximum total benefit per incident of Disability across all of Customer A's Disability insured CIBC branded mortgages:

Customer A is *Diagnosed* with cancer and is receiving *Disability* benefits as of February 1, 2014. Customer A has 3 Disability insured mortgages. Each mortgage pays a monthly benefit of \$2,500, for a total monthly benefit of \$7,500 (\$2,500 x 3) across all 3 mortgages.

The maximum total benefit per incident of Disability across all Disability insured CIBC mortgages is \$150,000; so this means:

- \$150,000 / \$7,500 = 20 months or,
- $\$7.500 \ge 20 \text{ months} = \$150.000$ 
  - maximum coverage for this incident of Disability.

In this case, Customer A will not receive 24 months of benefits because they have hit their \$150,000 maximum at the 20th month of *Disability* benefit payments for this particular incident. Customer A may be eligible for *Disability* benefits for other related or unrelated subsequent incidents.

### When your Disability Insurance benefits begin

Benefit payments begin on the first scheduled payment that occurs after the *Waiting* Period. The Waiting Period is the first 60 days following your Date of Disability. You are responsible for your Mortgage payments during the Waiting Period and until your claim is approved. The payments made by you during the Waiting Period will not be reimbursed to you if your claim is approved.

For any regular Mortgage payments made by you after the Waiting Period that are covered by the Disability Insurance, the insured portion of such payments will be reimbursed once the claim is approved.

#### **Recurrence of** *Disability*

to work, and lasts a minimum of seven consecutive days:

- i) the *Disability* will be treated as a continuation of *your* previous claim,
- ii) no benefits will be payable for the period you worked or for your recovery period, and
- Canada Life of the recurrence of your Disability.

In the above case, no new 24 month payment period begins. The months both before and after the recurrence of the *Disability* in which payments are made, will count towards the maximum payment period of 24 months.

### When your Disability Insurance benefits end

Your Disability Insurance benefit payments will automatically end on the Mortgage Loan's last scheduled payment due date prior to the earliest of:

- the date of *your* 65<sup>th</sup> birthday,
- Disability Policy and the Mortgage Disability Plus Policy,

• Customer A is potentially eligible for 20 months of benefits as their

If the same Disability recurs within 21 consecutive days of your recovery or your return

iii) your benefit payments will begin again after you have provided satisfactory proof to

the date a total of \$150,000 in *Disability Insurance* benefits for a *Disability* are paid for all of your Disability-insured CIBC branded mortgages under the Mortgage