



**FINANCIAL<sup>®</sup>**

## **Distribution Guide**

Name of Insurance Product

# **Account Balance Protection Insurance**

Type of Insurance Product

Creditor's Group Life, Health and  
Unemployment Insurance for  
*President's Choice Financial Mastercard*

### **Name and address of insurer**

#### **The Canada Life Assurance Company**

Creditor Insurance  
330 University Avenue  
Toronto, Ontario M5G 1R8  
1 877 789 4182

### **Name and address of distributor**

#### **President's Choice Bank**

25 York Street  
P.O. Box 201, 7th floor  
Toronto, Ontario M5J 2V5  
1 866 246 7262

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

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Please consult the Definitions section for the meaning of the terms in *italics*.

## DEFINITIONS

**“Accident”** or **“Accidental”** means a sudden, unexpected and unforeseeable cause of injury from an outside source.

**“Accidental Bodily Injury”** means bodily injury caused by an *accident* that occurs while the insurance is in force:

- which results directly in any of the *losses* to which the insurance applies,
- which occurs within three hundred and sixty-five (365) days after the date of the *accident* directly in any of the *losses* to which the insurance applies; **and**
- which is independent of disease, bodily infirmity or all other causes.

**“Account”** means your *President’s Choice Financial Mastercard account* which is in *good standing* with the *policyholder*.

**“Cardholder Agreement”** means the agreement made between *you* and the *policyholder* with respect to the *President’s Choice Financial Mastercard*, as may be amended from time to time.

**“Cardholder(s)”** means the *primary cardholder* and/or *eligible authorized user*.

**“Certificate”** means the *certificate* of insurance.

**“Dangerous sport or activity”** means a sport or activity involving danger, or having danger as a characteristic.

**“Date of Occurrence”** means the date when the *insured person’s involuntary unemployment, disability* or *hospitalization* commences or the date of the *insured person’s death* or *dismemberment*, as applicable.

**“Disabled”** or **“Disability”** means a condition that results from an *accidental bodily injury* or *sickness*. This condition prevents you from engaging, for compensation or profit, in any business, employment or occupation for which you are reasonably suited by education, training and experience.

**“Dollars”** and **“\$”** mean *Canadian dollars*.

**“Effective date”** means the date *you* are enrolled for coverage by *President’s Choice Bank*, which is the date set out in the enrolment letter enclosed with the *certificate* of insurance.

**“Eligible Authorized User”** means the spouse of the *primary cardholder* who has been issued a *President’s Choice Financial Mastercard* by the *policyholder* on the same *account* as the *primary cardholder* and whose *account* is in *good standing*.

**“Gainfully employed”** and **“Gainful employment”** mean working on a permanent full-time basis for salary or wages at a minimum of 30 hours per week for at least **3 consecutive** months with the same employer. Self-employment or seasonal employment is not included in this definition.

**“Good Standing”** means being in full compliance with all of the provisions of the *cardholder agreement* in force between the *cardholder* and the *policyholder*, as amended from time to time.

**“Hospitalization”** means the admission into a legally constituted institution for the care and treatment, on an in-patient basis, of sick and injured persons. Such a facility must be staffed by licensed *physicians* with 24-hour nursing services provided by licensed, certified and registered nurses operating under the direction of a licensed *physicians*. The term *“hospitalization”* as used in this guide does not include admission into a nursing or rest home, home for custodial care of the aged or chronically ill, or a sanatorium or detoxification facility for the treatment of alcohol or substance abuse. *“Hospitalized”* has a corresponding meaning.

**“Insured Person”** means the eligible *primary cardholder*, and with respect to the death and *accidental* dismemberment benefits only, it shall also include any *eligible authorized user*.

**“Involuntary Unemployment”** or **“Involuntarily Unemployed”** means involuntary termination of *your* full-time (at least **thirty (30) hours** per week), permanent employment, other than an excluded basis for termination of employment described in the “Exclusions and Limitations for *Involuntary Unemployment*” section on page 12 of this Distribution Guide.

**“Loss”** as used with reference to a hand or foot, means severance at or above the wrist or ankle joint; as used with reference to an eye, means total and irrecoverable *loss* of the entire sight of both eyes.

**“Monthly Premium Charge”** means the *monthly premium charge* for this Account Balance Protection insurance, as it may be amended from time to time.

**“Physician”** or **“Surgeon”** means a *physician* or *surgeon* licensed to practice in Canada and who is not the *insured person* or a member of the *insured person’s* immediate family.

**“Policy”** means group master *policy* number G/H 60490 issued by The Canada Life Assurance Company to the *policyholder*.

**“Policyholder”** means President’s Choice Bank.

**“Pre-existing Condition”** means a disease or *accidental bodily injury* that manifests itself to you:

- requiring medical *diagnosis*, treatment, consultation, care, services (including diagnostic measures) or prescribed medication within the **six (6) months** prior to the *effective date* of the insurance; or
- for which a reasonably prudent person would have sought *diagnosis*, treatment, care, consultation, services or medication within the **six (6) months** prior to the *effective date* of the insurance.

**“President’s Choice Financial Mastercard”** means a *President’s Choice Financial Mastercard* card issued by the *policyholder*.

**“Primary Cardholder”** means any natural person ordinarily resident in Canada who is issued a primary *President’s Choice Financial Mastercard* by the *policyholder* and whose *account* is in *good standing*.

**“Seasonal Employment”** means a situation in which normal employment is subject to seasonal conditions, and lay-off or work suspension are a regular and anticipated part of the work schedule.

**“Spouse”** means the person who is legally married to the *primary cardholder*, or otherwise, the person who has been living in a conjugal relationship with the *primary cardholder* for a continuous period of at least one (1) year and who resides in the same household as the *primary cardholder*. A *primary cardholder* may only have one *spouse*.

**“We”**, **“Our”** or **“Insurer”** means The Canada Life Assurance Company (“Canada Life”).

**“You”** or **“Your”** means the eligible *primary cardholder* who is insured, that is, covered under the *policy*.

## INTRODUCTION

This Distribution Guide provides a description of the group insurance policy No. G/H 60490, Account Balance Protection Insurance. This insurance is underwritten by The Canada Life Assurance Company. It will help you decide, without the presence of an insurance representative, if the Account Balance Protection Insurance suits *your* specific insurance needs.

For any additional information about Account Balance Protection Insurance, please contact

### **The Canada Life Assurance Company**

Creditor Insurance  
330 University Avenue  
Toronto, Ontario  
M5G 1R8

1 877 789 4182

Email: [creditor\\_info@canadalife.com](mailto:creditor_info@canadalife.com)

Fax: 416 552 6633

**This Distribution Guide contains information about *your* Account Balance Protection Insurance. Please read it carefully and keep it in a safe place.**

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# DESCRIPTION OF PRODUCTS OFFERED

## Nature of Coverages

Account Balance Protection Insurance offers the following coverages:

- Life insurance;
- *Accidental* dismemberment insurance;
- *Disability* insurance;
- *Involuntary unemployment* insurance; and
- *Hospitalization* insurance.

The benefits are subject to all the terms and conditions of the group master *policy*, which is on file with the *policyholder*. A copy of the group master *policy* can be obtained by sending a written request to the *insurer*.

## Summary of Specific Features

### Eligibility

You are eligible for Account Balance Protection Insurance if:

- at the time of enrolment, you are a *President's Choice Financial Mastercard primary cardholder* in good standing; **and**
- you are less than **65 years of age** on the *effective date* of insurance.

Authorized users cannot enrol the *primary cardholder*. If a *primary cardholder* is enrolled in accordance with these requirements, an *eligible authorized user* is automatically covered for death and accidental dismemberment benefits.

You cannot be eligible for coverage under more than one *insurer certificate* under the group master *policy*. In the event that any person is recorded by the *insurer* as insured under more than one *certificate* or *policy*, such person shall be deemed to be insured only under the *certificate* or *policy* which affords that person the greatest amount of insurance coverage.

In no event will a corporation, partnership or business entity be eligible for the insurance.



## **Life and Accidental Dismemberment Insurance**

### **Benefits for Death:**

The *insurer* will pay to the *policyholder* any balance owing on the *account* outstanding as at the date of death, up to a maximum of **\$15,000**, if:

- *you* or the *eligible authorized user* dies; **and**
- *you* or the *eligible authorized user* are less than **70 years of age** at the date of death.

### **Benefits for Accidental Dismemberment:**

The *insurer* will pay to the *policyholder* any balance owing on the *account* outstanding as at the date of the *accident*, up to a maximum of **\$15,000**, if:

- *you* or the *eligible authorized user* sustains an *accidental bodily injury* which results directly and independently of all other causes in:
  - the *loss* of a hand,
  - the *loss* of a foot, or
  - the *loss* of the sight of the 2 eyes,

within **365 days** after the date of the *accident*;  
**and**

- *you* or the *eligible authorized user* are under **the age of 70**.

The \$15,000 maximum applies regardless of whether more than one *loss* to an individual results from any one *accident*.

## **CAUTION**

### **Exclusions and Limitations for Death and Accidental Dismemberment**

**No benefits shall be paid for any *loss* or death arising from, attributable to, associated with or resulting from:**

- a) suicide within 2 years of the *effective date* of the insurance;**
- b) attempted suicide, or intentionally self-inflicted injuries while sane or insane;**
- c) war, declared or undeclared, or any act of war;**
- d) participation in any speed contest;**
- e) air travel as a pilot or crew member of any device for aerial navigation;**
- f) commission or attempted commission of a criminal offence;  
or**
- g) operating any motorized vehicle or engaging in any *dangerous sport or activity* while under the influence of alcohol or drugs.**

## **Involuntary Unemployment Insurance**

### **Benefits for Involuntary Unemployment for Primary Cardholder:**

In the case of involuntary loss of employment before **age 65**, the *insurer* will pay the *policyholder* monthly payments corresponding to 3% of the balance owing on *your account* as at the date of occurrence of *involuntary unemployment*, or if the balance is \$10 or less, one payment of the full balance, provided that:

- you are **64 years of age or younger; and**
- you are *gainfully employed* as of the date of the *involuntary unemployment*.

*Involuntary unemployment* benefits will commence from the 31st day after the date of occurrence of *involuntary unemployment* and are retroactive to the *date of occurrence*.

### **Proof of Involuntary Unemployment:**

To qualify for payments made on your behalf for involuntary unemployment, you must verify to the satisfaction of the *insurer* that you are registered with Human Resources Development Canada, or its successor, and you are eligible for Employment Insurance (EI) benefits. In addition:

- registration must be made within **15 days** after the date of the *involuntary unemployment*; **and**
- registration must continue so long as you remain eligible for EI benefits.

Notwithstanding the end of *your* EI benefits, you may continue to receive a payment or benefits from Canada Life, if you provide, at *your* expense, evidence satisfactory to Canada Life of your continuing and complete *involuntary unemployment*.

### **End of Benefits for Involuntary Unemployment:**

Benefits will continue monthly during the term of the *involuntary unemployment* until the **earliest of the following events:**

- the first credit card statement following *your* return to work;
- the payment by the *insurer* of the entire outstanding balance on the *account* as at the date of *involuntary unemployment*;
- **24 consecutive monthly benefits** have been made by the *insurer*; or
- *your* **65th birthday**.

## **CAUTION**

### **Exclusions and Limitations for Involuntary Unemployment**

**No benefits shall be paid for any *involuntary unemployment* due to:**

- a) unemployment for any reason beginning within 30 days from the *effective date* of insurance;**
- b) unemployment known by *you* to be impending at the time of application for the insurance;**
- c) normal seasonal unemployment or self-employment;**
- d) strikes, lockouts or labour disputes, whether or not *you* participate voluntarily;**
- e) *your accident* or illness, mental or physical;**
- f) discharge for cause by the employer;**
- g) leave of absence, including maternity or parental leave;**
- h) voluntary unemployment;**
- i) commission or attempted commission of a criminal offence;**
- j) unemployment from employment which is temporary or part-time;**
- k) retirement or early retirement, whether voluntary or mandatory;**
- l) *disability*; or**
- m) abuse of drugs or alcohol.**

## **Disability and Hospitalization Insurance for Primary Cardholder**

### **Benefits for Disability:**

In the case of a total and continuing *disability* prior to **age 65**, the *insurer* will pay to the *policyholder* a monthly payment corresponding to 3% of the balance owing on your account as at the date of occurrence of *disability*, or if the balance is \$10 or less, one payment of the full balance, provided that:

- the *disability* occurs while you are *gainfully employed*;
- you are regularly attended by a *physician* or *surgeon*; **and**
- you remain totally disabled for more than **30 consecutive days**.

*Disability* benefits will commence 31 days after the first day of *disability*, and are retroactive to the *date of occurrence*.

### **Proof of Disability**

To qualify for the disability payments made on your behalf provided under this insurance, you must have an attending *physician* or *surgeon* submit a statement to the *insurer* confirming that:

- you are totally *disabled*; **and**
- you are unable to resume *gainful employment* because of the described *disability*.

The *insurer* may require additional certification of continuous *disability* to commence or continue the *disability* benefits. Forms will be provided by the *insurer*; however, any charges required by your *physician* for their completion will be your responsibility.

### **End of Disability Benefits:**

Benefits will continue monthly during the term of the total *disability* until the **earliest of the following events**:

- the first credit card statement following your return to work;
- the payment by the *insurer* of the entire outstanding balance on the *account* as at the date of *disability*;
- **24 consecutive monthly benefits** have been made by the insurer;
- your **65th birthday**;
- the date you cease to be *disabled*; or
- the date you fail to provide satisfactory proof of *disability* when requested.

### **Benefits for Hospitalization:**

In the case of *hospitalization*, the *insurer* will pay to the *policyholder* the **lesser of the following amounts:**

- **\$500**; or
- if the balance is \$10 or less, one payment of the full balance; or
- **one** monthly payment corresponding to 3% of the balance owing on the *account* according to the most recent credit card statement prior to the date of *hospitalization*;

provided that:

- you become *hospitalized* **prior to age 70**;
- the *hospitalization* is the result of an accidental *bodily* injury or sickness; **and**
- you remain hospitalized for more than **7 consecutive days**.

### **Proof of Hospitalization:**

To qualify for the *hospitalization* benefits, you must submit, at your expense, proof of *hospitalization* from the hospital. This proof must confirm, to the satisfaction of the *insurer*, that you were *hospitalized* during the period relating to the claim submitted.

## **CAUTION**

### **Exclusions and Limitations for Disability and Hospitalization**

**No benefits shall be paid for *disability* or *hospitalization* arising from, attributable**

**to, associated with or resulting from:**

- a) *pre-existing conditions* resulting in a claim within 6 months following the effective date of the insurance;**
- b) normal pregnancy or childbirth;**
- c) intentionally self-inflicted injuries;**
- d) foreign travel or residence outside Canada or the United States;**
- e) flight on non-scheduled aircraft;**
- f) any act of declared or undeclared war;**
- g) military service;**
- h) attempted suicide;**
- i) the commission or attempted commission of a criminal offence; or**
- j) abuse of drugs or alcohol, unless *you* are participating in a program of rehabilitation and the confinement program is supervised by a *physician*.**

## **Start of Insurance**

Your insurance starts on the *effective date* set out in the enrolment letter enclosed with the *certificate*.

## **Confirmation of the Insurer**

You are automatically approved if:

- you are less than **65 years of age** on the *effective date* of insurance; **and**
- your *President's Choice Financial* Mastercard is in *good standing*.

A welcome letter that will serve as a confirmation of insurance will be sent to you by the *insurer* within 30 days. The welcome letter package and *monthly premiums* billed to *your account* are the proof that you are insured.

## **Monthly Premium Charge**

The *monthly premium charge* for the coverage is calculated using a rate per \$100 of the *account's* current month ending balance. This balance includes any balance for deferred purchases.

This *monthly premium charge* is subject to change as provided in the group master *policy*, and you will be advised in writing of any change by the *policyholder*.

All premium payments, including applicable taxes, will be automatically charged to *your account*. The *policyholder* shall furnish you with an *account* statement each month that will show the amount of premium charged.

Example:

Your *account's* current month ending balance is \$500.

If the premium rate per \$100 of the *account's* current month ending balance is \$0.99, the *monthly premium charge* will be calculated as follows:

$$(\$500 \div \$100) \times \$0.99 = \$4.95$$



## **Maximum Payment**

If *you* are entitled to more than one benefit simultaneously, *you* shall only be entitled to benefits under the coverage offering *you* the greatest benefit amount.

## **Purchases During Claim Period**

Coverage shall not extend to any purchases made on the *account* while *you* are receiving benefits under the insurance.

## **Misstatement of Age**

The benefits payable under the insurance shall be the benefits payable at *your* correct age if *your* age is misstated in the *insurer's* records. An appropriate adjustment in the insurance premiums will also be made if necessary.

## **Misrepresentation and Fraud**

Any false or incomplete statement by an *insured person* with respect to this insurance may cause coverage to be void.

## **Workers' Compensation**

The insurance described in this guide is not in lieu of and does not alter any requirement for *your* coverage under any worker's compensation legislation.

## RESCISSION

The insurance coverage is not mandatory.

You can rescind *your* insurance coverage at any time by calling the phone number indicated below or by completing the notice of rescission provided on page 25 of this guide and sending it by registered mail to the following address:

### **President's Choice Financial Mastercard**

P.O. Box 4403, Station A, Dept 5112

Toronto, Ontario, M5W 5Y4

**Telephone:** 1 866 246 7262

**Fax:** 1 877 329 4723

If *you* rescind within **30 days** of the *effective date* of the insurance, any premiums collected will be credited back to *your account* and coverage will be deemed never to have been in force.

### **End of the Insurance**

All insurance coverage will automatically terminate on the **earliest of the following dates:**

- the next *account* statement date after *you* request cancellation or rescission of the insurance;
- the date *you* are more than **90 days** delinquent in making any required payments, including the *monthly premium charge* to the *policyholder*;
- the date the *account* is terminated;
- the date of termination or cancellation of the group master *policy*, if 30 days, notice is given to *you* by mail to *your* last known address;
- the date of *your* death; **or**
- the date of *your* 65th birthday for **disability and involuntary unemployment**, or the date of *your* 70th birthday for **all other coverages**.

# PROOF OF LOSS OR CLAIM

## Submission of a Claim

### Notice of Claim

When a claim arises the claimant must give written notice of claim to the *insurer* within **30 days** after the *date of occurrence*, or as soon as is reasonably possible thereafter.

Written notice of claim should be sent to the following address:

### **The Canada Life Assurance Company**

Creditor Insurance  
330 University Avenue  
Toronto, Ontario  
M5G 1R8

or by calling 1 877 789 4182.

### A claim will be invalid if:

- the group master *policy* is terminated; and
- written notice of the claim is not provided to the *insurer* within **6 months** after the *date of occurrence*.

### Claims Forms

The *insurer* will furnish to the claimant appropriate claim forms upon receipt of a written notice of claim. The claimant may submit proof of claim in the form of a written statement if such forms are not furnished within **15 days** after the giving of such notice. The written statement must indicate the cause or nature of the event giving rise to the claim in full detail.

### Proof of Claim

The appropriate claim forms or other satisfactory written proof of claim must be provided to the *insurer* at the address set out above within **90 days** after the *date of occurrence*.

However, *you* may send out *your* notice of claim or proof of claim after the expiry of the 90-day delay if it was not reasonably possible for *you* to do so earlier. However, such proof must be furnished as soon as reasonably possible. In all events such proof must be given to the insurer within **1 year** from the *date of occurrence*.

## **Examination and Autopsy**

The *insurer* will have the right and opportunity to examine *you* at its own expense in the event that *you* suffer an illness or injury which is the basis of a claim under the insurance. These examinations will be done when and as often as may reasonably be required while a claim is pending.

The *insurer* will also have the right and opportunity to perform an autopsy in case of death where it is not forbidden by law.

## **Insurer's Response**

The *insurer* will notify *you* or *your* representative in writing of a decision to approve or decline *your* claim.

Such notices will be provided within **30 days** after the *insurer* receives all information required upon which to make a decision.

## **Appeal of an Insurer's Decision and Recourses**

If the *insurer* denies *your* initial claim, *you* or *your* representative may appeal the decision. The appeal must be in writing and include the basis upon which the decision is being appealed and any other new information that had not been previously submitted.

If the *insurer* continues to deny *your* claim, *you* or *your* representative may make a further appeal to the *insurer's* Ombudsman, or you may contact the Autorité des marchés financiers.

No action at law or in equity shall be brought against the *insurer* for this insurance within **60 days** of the date the proof of *loss* has been furnished. Also, no such action may be brought more than **3 years** after the *insurer's* final decision.

## PRIVACY AND SECURITY

At The Canada Life Assurance Company (Canada Life), we recognize and respect the importance of privacy. When you apply for coverage, we establish a confidential file that contains your personal information. This file is kept in the offices of Canada Life or the offices of an organization authorized by Canada Life. You may exercise certain rights of access and rectification with respect to the personal information in your file by sending a request in writing to Canada Life. Canada Life may use service providers located within or outside Canada. We limit access to personal information in your file to Canada Life staff or persons authorized by Canada Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law. Your personal information may be subject to disclosure to those authorized under applicable law within or outside Canada. We collect, use and disclose the personal information to administer the financial product(s) applied for, including investigating and assessing claims, and creating and maintaining records concerning our relationship. For a copy of our Privacy Guidelines, or if you have questions about our personal information policies and practices (including with respect to service providers), write to Canada Life's Chief Compliance Officer or refer to [www.canadalife.com](http://www.canadalife.com).

With respect to your *President's Choice Financial* Mastercard account, your personal information is also collected, used and disclosed in accordance with the President's Choice Financial Privacy Policy, which can be obtained at [www.pcfinc.com](http://www.pcfinc.com) or by writing to: Privacy Officer, 25 York St., P.O. Box 201, 7th floor, Toronto, Ontario, M5J 2V5.

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President's Choice Financial Mastercard is provided by President's Choice Bank.

## OTHER INFORMATION

This distribution guide explains the rights and benefits provided under the Account Balance Protection Insurance from President's Choice Bank offered by The Canada Life Assurance Company.

For any additional information, please contact The Canada Life Assurance Company at:

Telephone: 1 877 789 4182

Monday to Friday (8:00 a.m. to 6:00 p.m. Eastern Standard Time)

Mailing address:

**The Canada Life Assurance Company**

Creditor Insurance

330 University Avenue

Toronto, Ontario

M5G 1R8

**Email:** [creditor\\_info@canadalife.com](mailto:creditor_info@canadalife.com)

**Fax:** 416 552 6633

### **Clerical Error**

The records maintained by the *insurer*, whether in hard copy or machine-readable form, will be prima facie conclusive of all matters pertaining to this insurance.

However, clerical error on the part of the insurer or their administrators in maintaining records in connection with the insurance provided for by the account balance protection insurance will neither invalidate insurance otherwise in force nor continue insurance otherwise terminated.

An equitable adjustment will be made if such an error is discovered. A refund will be credited to *your account* if a refund is deemed by the *insurer* to be appropriate in the circumstances.

## **SIMILAR PRODUCTS**

There exist on the market other insurance products that may include benefits similar to those offered in this Distribution Guide. Account Balance Protection Insurance offered to *President's Choice Financial* Mastercard cardholders provides comprehensive insurance coverage and is competitive with other banks and trust companies. President's Choice Bank receives an administration fee from the *insurer* to distribute account balance protection insurance.

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

For any questions concerning this insurance product, contact the *insurer* at the phone number indicated on the cover page of this distribution guide.

If *you* have any questions or concerns with President's Choice Bank or the *insurer's* obligations towards *you*, *you* can contact the Autorité des marchés financiers at the following address:

Autorité des marchés financiers  
Place de la Cité, Tour Cominar  
2640, boul. Laurier, 4th floor  
Sainte-Foy, Quebec  
G1V 5C1

Telephone:

Toll-free: 1 877 525 0337

Quebec City: 418 525 0337

Montreal: 514 395 0337

Website:

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

Email:

[information@lautorite.qc.ca](mailto:information@lautorite.qc.ca)

# NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

## NOTICE GIVEN BY A DISTRIBUTOR

Article 440 of the *Act respecting the distribution of financial products and services*

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

- 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 the contract without penalty within **30 days** of its signature. 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* contract.
- After expiry of the 30-day delay, *you* may rescind the insurance at any time; 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

To: **President's Choice Financial Mastercard**  
P.O. Box 4403, Station A, Dept 5112  
Toronto, Ontario, M5W 5Y4

Date: \_\_\_\_\_  
(Date of sending notice)

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)

In: \_\_\_\_\_  
(Place of signature of contract)

\_\_\_\_\_  
(Name of client)                      (Signature of client)

The distributor must first complete this section.  
This document must be sent by registered mail.

**Art. 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.

**Art. 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 Autorité, stating that the client may rescind the insurance contract within 10 days of signing it.

**Art. 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 or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

**Art. 442.** No contract may contain provisions allowing its amendment in the event of rescission or termination 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.

**Art. 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 Autorité, stating that the debtor may subscribe for the 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 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.

