



## Distribution Guide

Name of Insurance Product

# Account Balance Protection Insurance – Spousal

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.**

**SID LEE**

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## **TABLE OF CONTENTS**

<b>DEFINITIONS</b> .....	<b>4</b>
<b>INTRODUCTION</b> .....	<b>7</b>
<b>DESCRIPTION OF PRODUCTS OFFERED</b> .....	<b>8</b>
<b>Nature of Coverages</b> .....	<b>8</b>
<b>Summary of Specific Features</b> .....	<b>8</b>
Eligibility .....	8
Life and <i>Accidental Dismemberment Insurance</i> .....	8
• Benefits for Death .....	8
• Benefits for <i>Accidental Dismemberment</i> .....	8
• Exclusions and Limitations for Death and <i>Accidental Dismemberment</i> .....	9
<i>Critical Illness Insurance</i> .....	10
• Benefits for <i>Critical Illness</i> .....	10
• Exclusions and Limitations for <i>Critical Illness</i> .....	11
<i>Involuntary Unemployment Insurance</i> .....	12
• Benefits for <i>Involuntary Unemployment</i> .....	12
• Proof of <i>Involuntary Unemployment</i> .....	12
• End of Benefits for <i>Involuntary Unemployment</i> .....	12
• Exclusions and Limitations for <i>Involuntary Unemployment</i> .....	13
<i>Disability and Hospitalization Insurance</i> .....	14
• Benefits for <i>Disability</i> .....	14
• Proof of <i>Disability</i> .....	14
• End of <i>Disability Benefits</i> .....	14
• Benefits for <i>Hospitalization</i> .....	14
• Proof of <i>Hospitalization</i> .....	15
• Exclusions and Limitations for <i>Disability and Hospitalization</i> .....	15
Start of Insurance .....	16
Confirmation of the <i>Insurer</i> .....	16
<i>Monthly Premium Charge</i> .....	16
Maximum Payment .....	16
Purchases During Claim Period .....	16
Misstatement of Age .....	16
Misrepresentation and Fraud .....	16
Workers' Compensation .....	16
<b>Cancellation</b> .....	<b>17</b>
End of the Insurance .....	17
<b>PROOF OF LOSS OR CLAIM</b> .....	<b>18</b>
Submission of a Claim .....	18
• Notice of Claim .....	18
• Claims Forms .....	18
• Proof of Claim .....	18
• Examination and Autopsy .....	18
<i>Insurer's Response</i> .....	19
Appeal of an <i>Insurer's</i> Decision and Recourses .....	19
<b>PRIVACY AND SECURITY</b> .....	<b>20</b>
<b>OTHER INFORMATION</b> .....	<b>21</b>
Clerical Error .....	21
<b>SIMILAR PRODUCTS</b> .....	<b>21</b>
<b>REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS</b> .....	<b>22</b>
<b>NOTICE OF RESCISSION OF AN INSURANCE CONTRACT</b> .....	<b>23</b>

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

## Definitions

**“Accident”** 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 that is in *good standing* with the *policyholder*.

**“Cancer”** means the *diagnosis* of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Such *diagnosis* must be confirmed by a histological examination of a tissue sample. *Cancer* includes leukemia and Hodgkin’s Disease. Please refer to page 11 of this Distribution Guide for the “Exclusions and Limitations for *Critical Illness*.”

**“Cardholder”** means the *primary cardholder* or *eligible authorized user*. “*Eligible authorized user*” means the *spouse* of the *primary cardholder* who has been issued an authorized user *President’s Choice Financial MasterCard* by the *policyholder* on the same account as the *primary cardholder* and whose account is in *good standing*.

**“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.

**“Certificate”** means the *Certificate of Insurance*.

**“Claimant”** means a person who makes a claim under the *policy*.

**“Critical Illness”** means *cancer, heart attack* or *stroke* that is *first diagnosed* no earlier than ninety (90) days after the *effective date* of coverage.

**“Dangerous Sport or Activity”** is a sport or activity involving danger or having danger as a characteristic.

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

**“Diagnosis”** is defined as written confirmation by a *medical doctor* who is recognized as a specialist in the field of medicine relating to the applicable *critical illness* by their licensing body, of the existence of a *critical illness*. The *diagnosis* must be supported by objective medical evidence.

**“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*.

**“First Diagnosed”** and **“First Diagnosis”** mean the date on which a *medical doctor* first establishes the *diagnosis* of a *critical illness*.

**“Gainfully Employed”** and **“Gainful Employment”** mean working on a permanent full-time basis for salary or wages at a minimum of **thirty (30) hours** per week for at least **three (3) consecutive months** with the same employer. Self-employment and seasonal employment are 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.

**“Heart Attack”** (**“Myocardial Infarction”**) means the acute presentation of heart symptoms accompanied by the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The *diagnosis* must be based on all three of the following criteria occurring at the same time:

- chest pain;
- new electrocardiographic (“ECG”) changes indicative of an acute *myocardial infarction* (ECG readings are a graphic record of the electrical impulses that make the heart beat; *myocardial infarction* also means *heart attack*); and
- elevation of cardiac enzymes (proteins appearing in the blood as a result of damaged heart tissue).

**“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 *physician*. 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, 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* or their *spouse*.

**“Involuntary Unemployment”** or **“Involuntarily Unemployed”** means involuntary termination of your or your *spouse’s* 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 13 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.

**“Medical Doctor”** means a *medical doctor* licensed to practice in Canada and who is not the *insured person* or a member of the *insured person’s* immediate family.

**“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 60750 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*.

“**Stroke**” (“**Cerebrovascular Accident**”) means the *diagnosis* of a cerebrovascular event producing neurological sequelae (abnormality) following or resulting from an intracranial thrombosis (blood clot), intracranial or subarachnoid hemorrhage (internal bleeding), or embolism from an extracranial source (resulting in blood flow blockage) and with objective evidence of a new and permanent neurological deficit persisting for more than thirty (30) days. Transient ischemic attacks and minor *strokes*, where the neurological deficit lasts for less than thirty (30) days, as well as neurological deficits caused by external trauma, are excluded from this definition.

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

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

## INTRODUCTION

This Distribution Guide provides a description of the group insurance *policy* number G/H 60750, Account Balance Protection Insurance – Spousal. 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 – Spousal suits your specific insurance needs. For any additional information about Account Balance Protection Insurance – Spousal, please contact:

### The Canada Life Assurance Company

Creditor Insurance  
330 University Avenue  
Toronto, Ontario  
M5G 1R8

Telephone: 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 – Spousal. 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;
- *Critical illness* 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 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 – Spousal if:

- at the time of enrolment, you are a *President's Choice Financial MasterCard primary cardholder in good standing*; **and**
- you are less than **sixty-five (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 *spouse* is automatically covered for all benefits.

You cannot be eligible for coverage under more than one *insurer Certificate* under this group master *policy*. In the event that any person is recorded by Canada Life as insured under more than one *Certificate* or *policy*, such person shall be deemed to be insured only under the *Certificate* or *policy* that 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 **\$15,000.00** if:

- you or your *spouse* dies; **and**
- you or your *spouse* are less than **seventy-five (75) 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 **\$15,000.00** if:

- you or your *spouse* sustain an *accidental bodily injury* that 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 both eyes, within **three hundred and sixty-five (365) days** after the date of the *accident*; **and**
- you or your *spouse* are under **the age of seventy-five (75)**.

The \$15,000.00 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) a *pre-existing condition* resulting in a claim within twelve (12) months following the *effective date* of this *Certificate*;**
- b) suicide within two (2) years of the *effective date* of the insurance;**
- c) attempted suicide or intentionally self-inflicted injuries while sane or insane;**
- d) war, declared or undeclared, or any act of war;**
- e) participation in any speed contest;**
- f) air travel as a pilot or crew member of any device for aerial navigation;**
- g) commission or attempted commission of a criminal offence; or**
- h) operating any motorized vehicle or engaging in any *dangerous sport or activity* while under the influence of alcohol or drugs.**

### ***Critical Illness Insurance***

#### **Benefits for Critical Illness Insurance for Primary Cardholder and Spouse**

The insurer will pay to the *policyholder* any balance owing on the account outstanding as at the date of *diagnosis*, up to a maximum of **\$15,000.00** if:

- you or your spouse are *diagnosed* with a *critical illness* for the first time;
- such *first diagnosis* is made more than ninety (90) days after the *effective date* of coverage;
- you or your spouse survive the *first diagnosis* for at least thirty (30) days (ninety [90] days in the case of *cancer*); **and**
- you or your spouse are less than **seventy-five (75) years of age** at the date of *first diagnosis*.

### **CAUTION**

#### **Exclusions and Limitations for Critical Illness**

**No benefits shall be paid for:**

- a) a *critical illness* existing, or *first diagnosed*, prior to the *effective date* of coverage or within ninety (90) days after the *effective date* of coverage. In such cases, no benefits will be paid for any subsequent *critical illness* of that type with respect to that *insured person*;**
- b) any illness, injury of symptom other than *cancer*, *heart attack* or *stroke*;**
- c) *stroke* causing neurologic sequelae for thirty (30) days or less; all noninvasive *cancers* in situ and all skin *cancers* other than invasive malignant melanoma; stage T0 or any stage T1 prostate *cancer* (early stage of prostate *cancer* as described by the 1997 revision of TNM system); Dukes' Stage A colon *cancer*; premalignant lesions, benign tumours or polyps; acquired immunodeficiency syndrome (AIDS), AIDS-related complex (ARC) or illness related to HIV-positive status; any illness other than *cancer*, *heart attack* or *stroke* even if such condition(s) may have been complicated by *cancer*, *heart attack* or *stroke*;**
- d) a *critical illness* caused or contributed to by one or more of the following risks not covered: medical or surgical treatment or complications thereof; experimental services or treatments; use of new procedures or new treatments that are not approved for use in Canada or that are being used for a research project; administration of medication or any other substance not prescribed by a *medical doctor*; abuse of drugs or alcohol; suicide, attempted suicide or self-inflicted injury, while sane or insane; inhalation of gas or absorption of poison, whether voluntary or involuntary; commission or attempted commission of a criminal offence; or**
- e) more than one *diagnosis* of a *critical illness* with respect to you or your spouse.**

### ***Involuntary Unemployment Insurance***

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

In the case of involuntary loss of employment before **age sixty-five (65)**, the *insurer* will pay the *policyholder* monthly payments corresponding to 5% of the balance owing on *your account* as at the *date of occurrence of involuntary unemployment*, **or if the balance is \$10.00 or less, one payment of the full balance** provided that:

- you or your *spouse* are less than **sixty-five (65) years of age**; and
- you or your *spouse* 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 or your spouse must verify to the satisfaction of the insurer that you or your spouse are registered with Human Resources and Skills Development Canada ("HRSDC") or its successor, and you or your spouse are eligible for Employment Insurance ("EI") benefits. In addition:

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

Notwithstanding the end of EI benefits, you or your *spouse* may continue to receive a payment or benefits from Canada Life, if you or your *spouse* provide, at your expense, evidence satisfactory to Canada Life of 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 the *claimant's* return to work;
- the payment by the *insurer* of the entire outstanding balance on the *account* as at the date of *involuntary unemployment*;
- **twenty (20) consecutive monthly benefits** have been made by the *insurer*; or
- you or your *spouse's* **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 **thirty (30) days from the effective date of insurance**;
- b) unemployment known by you or your *spouse* 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) an *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 that 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 and Spouse**

#### **Benefits for Disability:**

In the case of a total and continuing *disability* prior to **age sixty-five (65)**, the *insurer* will pay to the *policyholder* a monthly payment corresponding to 5% of the balance owing on *your account* as at the *date of occurrence of disability*, or if the balance is \$10.00 or less, one (1) payment of the full balance provided that:

- the *disability* occurs while you or your *spouse* are *gainfully employed*;
- you or your *spouse* are regularly attended by a *medical doctor*; **and**
- you or your *spouse* remain totally *disabled* for more than **thirty (30) consecutive days**.

*Disability* benefits will commence thirty-one (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 or your *spouse* must have an attending *medical doctor* submit a statement to Canada Life confirming that:

- you or your *spouse* are totally *disabled*; **and**
- you or your *spouse* 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 Canada Life; 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 or your *spouse's* return to work;
- the payment by the *insurer* of the entire outstanding balance on the *account* as at the *date of disability*;
- **twenty (20) consecutive monthly benefits** have been made by Canada Life;
- your or your *spouse's* **65th birthday**;
- the date you or your *spouse* cease to be *disabled*; or
- the date you or your *spouse* fail to provide satisfactory proof of *disability* when requested.

#### **Benefits for Hospitalization:**

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

- **\$500.00**; or
- if the balance is \$10.00 or less, one payment of the full balance; or
- **one (1)** month's payment corresponding to 5% of the balance owing on the *account* according to the most recent credit card statement prior to the *date of hospitalization*;

provided that:

- you or your *spouse* become *hospitalized* prior to **age seventy-five (75)**;
- the *hospitalization* is the result of an *accidental bodily injury* or sickness; **and**
- you or your *spouse* remain *hospitalized* for more than **two (2) 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 Canada Life, 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 twelve (12) 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**

The insurance becomes effective on the date set out in the enrolment letter enclosed with the *Certificate*.

### **Confirmation of the Insurer**

You are automatically approved if:

- you are less than **sixty-five (65) years of age** on the *effective date* of insurance; **and**
- your MasterCard is in *good standing*.

The welcome letter package and monthly premiums billed to your *account* is the proof that you are insured.

### **Monthly Premium Charge**

The *monthly premium charge* for the coverage is calculated using a rate of \$1.19 per \$100.00 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 *policies*, 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 \$500.00. If the premium rate per \$100.00 of the *account's* current month ending balance is \$1.19, the *monthly premium charge* will be calculated as follows:  
 $(\$500.00 \div \$100.00) \times \$1.19 = \$5.95$

### **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* from the *date of occurrence* until benefits are no longer being paid under this *Certificate*.

### **Misstatement of Age**

The benefits payable under the insurance shall be the benefits payable at your correct age if your age is misstated in Canada Life'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 workers' compensation legislation.

## **CANCELLATION**

The insurance coverage is not mandatory. You can cancel your insurance coverage at any time by calling the phone number indicated below or by completing the Notice of Rescission provided on page 23 of this guide and sending it by registered mail to the following address:

### **President's Choice Financial MasterCard**

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

**Telephone:** 1 866 246 7262

**Fax:** 1 877 329 4723

If you cancel within **thirty (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 of the insurance;
- the date you are more than **ninety (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 *policies*, if thirty (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 75th birthday for **all other coverages**.

Coverage for your *spouse* ceases on the date your coverage ceases if your *spouse* has not already attained age seventy-five (75).

## 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 Canada Life within **thirty (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  
Account Balance Protection Claims Department  
330 University Avenue  
Toronto, Ontario  
M5G 1R8

or by calling 1 877 789 4182.

A *disability claim* will be invalid if:

- the group master *policy* is terminated; and
- written notice of a *disability claim* is not provided to Canada Life within **six (6) months** after the commencement of the *disability*.

#### Claims Forms

Canada Life 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 **fifteen (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 Canada Life at the address set out above within **ninety (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 Canada Life within **one (1) year** from the *date of occurrence*.

#### Examination and Autopsy

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

Canada Life will notify *you* or *your* representative in writing of a decision to approve or decline *your* claim. Such notices will be provided within **thirty (30) days** after Canada Life receives all information required upon which to make a decision.

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

If Canada Life 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 Canada Life continues to deny *your* claim, *you* or *your spouse* or *your* representative may make a further appeal to Canada Life's Ombudsman or *you* may contact the Autorité des marchés financiers. No action at law or in equity shall be brought against Canada Life for this insurance within **sixty (60) days** of the date the proof of *loss* has been furnished. Also, no such action may be brought more than **three (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 [canadalife.com](http://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 Loblaws Companies Limited Privacy Policy, which can be obtained at [pcfinancial.ca](http://pcfinancial.ca) or by writing to Privacy Officer, 25 York Street, P.O. Box 201, 7th Floor, Toronto, ON, M5J 2V5.

®PC, President's Choice, PC Financial and President's Choice Financial are registered trademarks of Loblaws Inc.

®MasterCard is a registered trademark of MasterCard International Incorporated. President's Choice Bank is a licensee of the mark.

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 am to 6:00 pm 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 Canada Life, 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 Canada Life 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 Canada Life to be appropriate in the circumstances.

## SIMILAR PRODUCTS

There exists 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 Canada Life 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 Canada Life'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

Web site:  
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 cancel 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 cancel 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 cancellation 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 cancel 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**  
25 York Street, P.O. Box 201, 7th floor  
Toronto, Ontario  
M5J 2V5

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

Pursuant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby cancel insurance contract number:

\_\_\_\_\_  
(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 cancel the insurance contract within 10 days of signing it.

**Art. 441.** A client may cancel 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 cancelled, the first contract retains all its effects.

**Art. 442.** No contract may contain provisions allowing its amendment in the event of cancellation or termination by the client of an insurance contract made at the same time. However, a contract may provide that the cancellation or termination 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 cancels, terminates 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.