



# Distribution Guide

## Group Life Insurance, Total Disability Insurance and Job Loss Insurance for Auto Dealer Loans

### Name and Address of Insurer:

**The Canada Life Assurance Company (“Canada Life”)**

330 University Avenue  
Toronto, Ontario  
M5G 1R8  
Telephone: 1-800-380-4572

### Name and Address of Administrator:

**Sym-Tech Dealer Services (the “Administrator”)**

150 West Beaver Creek Rd.  
Richmond Hill, Ontario  
L4B 1E1  
Telephone: 1-888-363-1101

### Name and address of the Distributor:

(Stamp or write Auto Dealer address here (the “Auto Dealer”))
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**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*.**

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

## **INTRODUCTION**

The purpose of this distribution guide is to provide information on *Creditor Insurance* for *Your Auto Dealer Loan*, which includes *Life Insurance*, *Total Disability Insurance* and *Job Loss Insurance*, as offered by The Canada Life Assurance Company (“*Canada Life*”). *Canada Life* underwrites the *Group Policy 60312*.

The “*Act respecting the distribution of financial products and services*” allows insurance companies like *Canada Life* to choose distributors that can offer *You* certain insurance products. *Your Auto Dealer* is one of these distributors for the products described in this guide.

*You* can apply for either *Life Insurance*, or *Total Disability Insurance*, or *Life Insurance* and *Total Disability Insurance* combined. *You* can also apply for *Job Loss Insurance* as long as it is combined with *Life Insurance*, or with *Life Insurance* and *Total Disability Insurance* combined.

This guide can help *You* select and determine, without the services of an insurance representative, if the insurance coverages described suit *Your* specific 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.

The terms and conditions of this insurance product are contained in the *Certificate* and in the group insurance policies. Any coverage will be governed by the *Certificate* and by the group insurance policies. In Quebec, coverage will be governed by the *Distribution Guide*.

If *You* have a question that is not answered here, please call *Canada Life’s Creditor Insurance Helpline*.

# ***LIFE INSURANCE FOR AUTO DEALER LOANS***

## **DESCRIPTION OF THE PRODUCT OFFERED**

### **Nature of the Coverage**

Creditor *Life Insurance for Auto Dealer Loans* is insurance that helps to reduce or pay off the outstanding *Principal* balance of *Your Loan* if *You* or another *Insured Person* on *Your Loan*, if applicable, should die. *Life Insurance* will only be in effect for an *Applicant* if the *Applicant* satisfies the conditions of eligibility and has paid the required insurance premium.

Provided the terms and conditions of the *Certificate* are met, *Canada Life* will pay the *Loan Life Insurance* benefit to the *Lender* which will be applied to *Your Loan*. The *Life Insurance* benefit will be applied towards *Your Loan* in the same order and priority as *Your Loan* payments would be applied under the terms of *Your Loan*.

## **SUMMARY OF SPECIFIC FEATURES**

### **Who can apply?**

To be eligible for *Life Insurance* *You* must meet the following conditions:

- be a natural person (partnerships, corporations or other forms of business entities are not eligible for insurance);
- be a resident in Canada;
- be at least 18 years of age; **and**
- be under 70 years of age.

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

A maximum of two *Applicants* may be insured under the *Group Policy* in respect of the *Loan*.

Each *Applicant* must complete the *Application for Creditor Insurance for an Auto Dealer Loan*, including the health questions. In respect of a *Loan* granted to a joint *Applicant*, where there is a death of both *Insured Person(s)*, the *Insurer* shall pay only one benefit.

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

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

### **How much am I covered for?**

The **maximum** *Life Insurance* benefit for all *Your Loans* under the *Group Policy* is \$200,000.

### ***Life Insurance Benefits***

The payment of any benefit provided for under *Life Insurance* is subject to the terms and conditions of the *Certificate* and the *Group Policy*.

Upon receipt of satisfactory proof of the death of the *Applicant*, the *Insurer* shall pay the *Life Insurance* benefit to the *Lender*. This benefit will be an amount equal to the *Indebtedness* insured as of the date of death, plus the *Residual Amount* insured, if any. This benefit shall not exceed the lesser of the *Principal* amount insured shown on the *Application*  \$200,000.

## **EXCLUSIONS AND LIMITATIONS**

### **CAUTION**

#### **Exclusions:**

**No *Life Insurance* benefit shall be paid for an event that results directly or indirectly from or is associated with:**

- **a *Pre-Existing Condition*;**
- **war or act of war (declared or undeclared);**
- ***Your* death resulting from intentional self-inflicted injury, suicide or attempted suicide (whether *You* are aware or not aware of the result of *Your* actions, regardless of *Your* state of mind),  *Your* insurance coverage has been in force for less than 2 years;**
- **flight in a non scheduled aircraft;**
- **poisoning, intoxication, or abuse of any alcohol or drug;**
- **the commission or attempted commission of a criminal offense**

#### **Limitations:**

- **in no event shall any *Life Insurance* benefit exceed a maximum amount of \$200,000;**
- **in respect of *Loan* granted to a joint *Applicant*, and there is death of both *Insured Person(s)*, the *Insurer* shall pay only one benefit.**

## ***TOTAL DISABILITY INSURANCE FOR AUTO DEALER LOANS***

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

#### **Nature of the Coverage**

Creditor *Total Disability Insurance* for *Your Auto Dealer Loan* is insurance that helps to reduce or pay off the outstanding *Principal* balance of *Your Loan* if *You* should become *Totally Disabled*. *Total Disability Insurance* will only be in effect for an *Applicant* if the *Applicant* satisfies the conditions of eligibility and has paid the required insurance premium.

Provided the terms and conditions of the *Certificate* are met, *Canada Life* will pay a *Total Disability Insurance* benefit to the *Lender*, which will be applied to *Your Loan*. The *Total Disability Insurance* benefit will be applied towards *Your Loan* in the same order and priority as *Your Loan* payments would be applied under the terms of *Your Loan*.

## SUMMARY OF SPECIFIC FEATURES

### Who can apply?

To be eligible for *Total Disability Insurance* You must meet the following conditions:

- be a natural person (partnerships, corporations or other forms of business entities are not eligible for insurance);
- be a resident in Canada;
- be at least 18 years of age;
- be under 66 years of age;
- the *Insured Debtor* must **not** be receiving disability benefits from any source, on the *Effective Date of Insurance*; and
- the *Insured Debtor* must be either:
  - *Gainfully Employed*, immediately prior to the *Effective Date of Insurance*; **or**
  - a *Seasonal Worker*, immediately prior to the *Effective Date of Insurance*.

### How much am I covered for?

The payment of any benefit provided for under *Total Disability Insurance* is subject to the terms and conditions of the *Certificate* and the *group insurance policies*. In Quebec, coverage will be governed by the Distribution Guide.

Subject to the terms and conditions of the *Certificate* and the *Group Policy*, the *Insurer* shall pay a benefit to the *Lender* equal to 1/30th of the monthly amount insured, for each day of continuous *Total Disability* upon receipt of proof satisfactory that an *Insured Person* is *Totally Disabled*. The benefit shall be paid monthly.

### When do My Insurance Benefits Begin?

The benefit period begins on the date following a 30 day *Non-Retroactive Waiting Period*.

Recurrent *Total Disability* occurring within 180 days of a previous period of *Total Disability* for which an *Insured Person* has received benefit payments and resulting from the same cause, will be considered a continuation of the previous period and any benefits remaining unused from the first period will not be subject to a second *Waiting Period*.

### When do My Insurance Benefits End?

The benefit period ends on the earliest of the following dates:

- the date the *Insured Person* is no longer *Totally Disabled* or returns to partial or full time work, or is no longer able to work in Canada;
- the date that the *Maximum Number of Benefit Payments* allowed has been paid;
- the date the *Insurer* requires the *Insured Person* to submit proof of continued *Total Disability* and such proof is not provided within thirty (30) days;
- the date the *Insurer* asks the *Insured Person* to be examined by a *Physician* or other practitioner named by the *Insurer* and the *Insured Person* does not submit to such examination within thirty (30) days;
- the date that all scheduled *Loan* payments have been made excluding any arrears and any accrued interest thereon;

- the date the term of insurance applicable to the *Total Disability Insurance* for the *Insured Person* is expired; **or**
- the date of *Your* 66<sup>th</sup> birthday.

## **EXCLUSIONS AND LIMITATIONS**

### **CAUTION**

#### **Exclusions**

**No *Total Disability Insurance* benefit shall be paid if resulting directly or indirectly from or associated with:**

- ***Pre-Existing Condition*;**
- **war or act of war (declared or undeclared);**
- ***Your* death resulting from intentional self-inflicted injury, suicide or attempted suicide (whether *You* are aware or not aware of the result of *Your* actions, regardless of *Your* state of mind), **and** *Your* insurance coverage has been in force for less than 2 years;**
- **flight in a non scheduled aircraft;**
- **poisoning, intoxication, or abuse of any alcohol or drug;**
- **commission or attempted commission of a criminal offense, whether indictable, summary conviction or hybrid; **or****
- **childbirth, abortion, pregnancy, complication of pregnancy, or miscarriage.**

#### **Limitations:**

- **the Monthly Amount Insured as shown in the *Application* shall not exceed \$3,500 per month.**
- **Recurrent *Total Disability* occurring within 180 days of a previous period of *Total Disability* for which an *Insured Person* has received benefit payments and resulting from the same cause will be considered a continuation of the previous period and any benefits remaining unused from the first period will not be subject to a second *Waiting Period*.**

## **JOB LOSS INSURANCE FOR AUTO DEALER LOANS**

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

#### **Nature of the Coverage**

*Job Loss Insurance* for *Your Auto Dealer Loan* is insurance that helps to reduce or pay off the outstanding *Principal* balance of *Your Loan* if *You*, should lose *Your* job through no fault of *Your* own. *Job Loss Insurance* will only be in effect for an *Applicant* who satisfies the conditions of eligibility, and has paid the required insurance premium.

Provided the terms and conditions of the *Certificate* are met, *Canada Life* will pay a *Job Loss Insurance* benefit to the *Lender*, which will be applied to *Your Loan*. The *Job Loss Insurance* benefit will be applied towards *Your Loan* in the same order and priority as *Your Loan* payments would be applied under the terms of *Your Loan*.

## SUMMARY OF SPECIFIC FEATURES

### Who can apply?

To be eligible for *Job Loss Insurance* You must meet the following conditions:

- be a natural person (partnerships, corporations or other forms of business entities are not eligible for insurance);
- be a resident in Canada;
- be at least 18 years of age;
- be under 66 years of age;
- must **not** be receiving disability benefits from any source, on the *Effective Date of Insurance*;
- must be *Gainfully Employed*, immediately prior to the *Effective Date of Insurance*;
- must **not** be a *Seasonal Worker*, immediately prior to the *Effective Date of Insurance*;  
**and**
- must **not** be self-employed, an independent contractor, a controlling shareholder of the company that employs the *Insured Debtor*, or employed by a member of the *Insured Debtor's* immediate family or a company either owned or controlled by an immediate family member.

### How much am I covered for?

The payment of any benefit provided for under *Job Loss Insurance* is subject to the terms and conditions of the *Certificate* and the *Group Policy*.

Upon receipt of proof satisfactory to *Canada Life*, we will pay the monthly benefit to the *Lender* for the period of the *Loss of Employment*, up to six months, if:

- a) the Insured Person ceases to be Gainfully Employed due to Loss of Employment;
- b) the date of such Loss of Employment is more than 90 days after the Effective Date of Insurance;
- c) the Loss of Employment continues beyond the 30-day Waiting Period;
- d) the Insured Person is registered and eligible for Employment Insurance (EI) Benefits;
- e) the Job Loss did not result from one or more of the events listed in the exclusions;  
**and**
- f) the *Insurer* receives satisfactory proof of claim within 90 days after Job Loss commenced.

The *Insured Person* must verify to the satisfaction of *Canada Life* that they are registered and eligible for benefits with Human Resources Development Canada, or its successor. Registration must be made within 15 days after the date of *Loss of Employment*.

Benefits under the *Certificate* will be payable only while the *Insured Person* remains eligible for Employment Insurance Benefits. Payment of benefits beyond the period of the *Insured Person's* eligibility for Employment Insurance Benefits will be subject to provision by the *Insured Person*, at his/her own expense, of evidence satisfactory to *Canada Life*, of the *Insured Person's* continuing and complete involuntary *Loss of Employment*.

## **Additional Conditions for Job Loss Benefits**

As a condition of payment of *Job Loss* benefits, the *Insured Person* whose *Job Loss* is the basis of the claim for such benefits must:

- submit an *Application* for unemployment benefits under the Employment Insurance Act (Canada) **within 15 days** of being eligible to do so;
- be eligible to collect benefits under the Employment Insurance Act (Canada);
- be actively seeking employment during the period of *Job Loss*;
- submit copies of their weekly stubs from benefit payments received under the Employment Insurance Act (Canada); **and**
- provide a copy of record of employment.

## **When do My Insurance Benefits Begin?**

Benefit payments begin on the first scheduled *Loan* repayment date that occurs after the *Waiting Period*. You are responsible for *Your* regular *Loan* payments during the *Waiting Period*.

## **When do my Insurance Benefits End?**

The benefit period ends on the earliest of the following dates:

- the date *You* begin receiving *Total Disability Insurance* benefits under the *Group Policy*;
- the date of *Your* 66th birthday;
- the date *You* return to partial or full-time employment, or engage in any business or occupation for wages or profit, or are no longer available for work in Canada, whichever is earlier;
- the date the term of insurance applicable to the *Job Loss Insurance* for the *Insured Person* is expired; **and**
- the date that all scheduled *Loan* payments have been made excluding any arrears and any accrued interest thereon.

## **EXCLUSIONS AND LIMITATIONS**

### **CAUTION**

#### **Exclusions**

**No benefit shall be payable for *Job Loss* of an *Insured Person* if such *Job Loss* results or is associated with any of the following:**

- ***You do not provide satisfactory proof of *Your* continuing receipt of Government of Canada Employment Insurance benefits to *Canada Life*;***
- ***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 *Job Loss*;***
- ***You are receiving *Total Disability Insurance* benefits under this *Group Policy*;***
- ***You are laid-off from seasonal work, or are terminated from contract work, or experience a strike or lockout;***

- **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.**

### **Limitations**

**An Insurance benefit is not payable:**

- **for any *Loss of Employment* that occurs within 90 days after the *Effective Date of Insurance*;**
- **if You were not *Gainfully Employed* by the same Employer for 6 consecutive months immediately prior to *Your Loss of Employment* date;**
- **for *Loss of Employment* that occurs after the termination of coverage date described in the “*When Your insurance ends*” section of this distribution guide;**
- **for *Loss of Employment* that occurs after the date the *Insured Person* reaches age 66;**
- **if You gave false or incomplete information or a false declaration on the *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 *Creditor Insurance*. In this case, *Your* insurance coverage will be void and will be considered never to have been in force;**
- **if the insurance is not in force on the date of *Job Loss*;  or**
- **if You did not meet the eligibility requirements when You applied.**

## **ADDITIONAL INFORMATION ABOUT YOUR INSURANCE APPLIES TO LIFE INSURANCE, TOTAL DISABILITY INSURANCE AND JOB LOSS INSURANCE**

### **When Your Insurance begins**

Your insurance is approved and begins on the date *the Distributor* receives Your signed and completed *Application* if:

- You have answered "No" to all applicable health questions on the *Application*,  and
- *Your Loan* has been approved by *the Lender*.

If the total of the amount of insurance exceeds \$100,000, You must complete the health questions. If You answer “Yes” to any of the health questions, You will not be insured for this insurance unless and until *Your Application* is approved by *Canada Life* in writing, confirming the date Your insurance begins. If Your insurance coverage is not approved, We will provide You with a notice of decline. The *Insurer* should make their decision known to you within 30 days.

### **When will I Receive Confirmation from the Insurer?**

You will not receive additional confirmation from the *Insurer* that You are insured, if You meet all of the conditions outlined in the section “*Who is Eligible for Insurance*”. Your completed and signed *Application* and *Certificate* are proof that You are insured.

## When *Your* insurance ends

Insurance in respect for each *Insured Person* shall automatically terminate on the earliest of the following dates:

- a) the date the *Loan* is fully discharged;
- b) the date the *Loan* is in default in an amount equal to or exceeding two (2) consecutive monthly payments;
- c) the date on which the *Insured Person* turns 70 years of age for *Life Insurance*;
- d) the date on which the *Insured Person* turns 66 years of age for *Total Disability* or *Job Loss*;
- e) the date the *Administrator* receives the *Insured Person's* written request to terminate insurance;
- f) the date of death of the *Insured Person*;
- g) the date the *Group Policy* terminates; **or**
- h) the date the *Insured Person* retires for *Total Disability*.

If *Your* insurance terminates for any of the reasons specified from a) to e) above, any unearned premium less any benefits already paid will be refunded to the *Lender*. The *Lender* will apply this refund to the balance of the *Loan*, or will pay it back directly to *You* if there is no balance left on the *Loan*.

Such refund will be calculated using the Rule of 78 formula and will be subject to a minimum retained premium of \$100.00 which will be deducted from the refund. Refunds of less than \$10.00 shall not be made. If the loan is fully discharged prior to the end of the term of insurance, the insured must contact *Us* to request a refund of any unearned premiums.

## How to calculate *the* premium refund using Rule of 78

The Rule of 78 takes into account the initial term of the *Loan* as well as the period of time that has elapsed between the beginning and termination of coverage. The formula is as follows  $(U \times (U + 1) \times P) / (T \times (T + 1)) - F = \text{Premium Refund}$ .

U = Term of Insurance – Number of months Insurance was in force

T = Term of Insurance

P = Premium Paid for Coverage

F= Minimum Retained Premium

For example: The term of *Your* coverage is 24 months and the premium was \$200. If *Your* coverage is cancelled or terminated after 6 months, the refund would be calculated as follows:

$$(18 \times (18 + 1) \times 200) / (24 \times (24 + 1)) - \$100 = \$14$$

Claims submitted for any event that occurred prior to the termination date as determined above will be processed in accordance with the terms of the insurance even if the termination date has passed.

## **CANCELLATION**

### **What if I want to *Cancel* my Insurance?**

This *Insurance* is optional. *You* may cancel *Your* coverage at any time by sending a written request to:

Sym-Tech Dealer Services  
150 West Beaver Creek Rd.  
Richmond Hill, ON L4B 1E1

This written request must specify the *Loan* Number, the names of the *Insured Person(s)* and the *Insurance* that they want to cancel.

*You* may also use the Notice of *Rescission* of an Insurance Contract, included in this distribution guide.

If *You* cancel *Your* insurance coverage within 30 days of the date *Your Application* is approved, then a full refund of *Your* premiums will be issued if any have been collected, provided no claim has been made. In the event *You* cancel *Your* insurance, *Your* final premium will be adjusted to reflect insurance costs up to and including the date *Your* request is received by the *Administrator*, on behalf of the *Insurer*.

**Caution** - it is possible that *You* may lose advantageous *Insurance* features as a result of terminating *Your* coverage. Contact Sym-Tech Dealer Services or consult *your Certificate of Insurance* for further information.

## **PROOF OF LOSS OR CLAIM**

### **Submission of a claim**

*Life Insurance* claims must be submitted to *Canada Life* as soon as possible, but not later than **one year** from the date of death. Claim forms are available by calling the *Administrator*.

*Total Disability Insurance* claims and *Job Loss Insurance* claims must be submitted to *Canada Life* as soon as possible, but not later than **90 days** from the date *Your Job Loss* or *Total Disability* began. Claim forms are available by calling the *Administrator*.

To claim benefits under the *Group Policy*, the *Insured Person* or his/her agent must request a claim form from the *Administrator*. Notice of claim may be given in writing or by telephone.

The *Insured Person* or his/her agent must provide the *Administrator* with such proof satisfactory to the *Insurer* as is reasonably possible in the circumstances of the occurrence of the event giving rise to the claim, the loss occasioned thereby and the right of the *Lender* to receive the applicable benefits.

### ***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**

Following are the steps *You* may take to appeal the *Insurer's* decision:

- 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 reconsidered.
- *You* may also contact the *Administrator* at 1-888-363-1101.
- If *You* are not satisfied with the response, *You* may choose to submit a complaint by contacting *Canada Life* at 1-800-380-4572 or by email at [creditorcomplaints@canadalife.com](mailto:creditorcomplaints@canadalife.com) or visit [www.canadalife.com/complaints](http://www.canadalife.com/complaints).

If *You* are still not satisfied with the response, *You* have the following options:

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

### **SIMILAR PRODUCTS**

Other insurance products on the market have the same insurance coverage as that described in this distribution guide. *You* may want to verify whether or not *you* already have insurance which provides similar coverage.

### **CONTACT INFORMATION**

Please contact *the Canada Life or the Administrator* if *You* have any further questions.

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

***Insurer:*** The Canada Life Assurance Company  
330 University Avenue  
Toronto, Ontario M5G 1R8  
Telephone: 1-800-380-4572

***Administrator:*** Sym-Tech Dealer Services  
150 West Beaver Creek Rd  
Richmond Hill, ON L4B 1E1  
Telephone: 1-888-363-1101  
[www.sym-tech.ca](http://www.sym-tech.ca)

## **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](http://www.lautorite.qc.ca)

## DEFINITIONS

“**Administrator**” means Sym-Tech Dealer Services.

“**Applicant**” means a customer(s) of the *Group Policyholder* who applies to enroll for coverage under the *Group Policy* and who satisfies the condition of eligibility.

“**Application**” means *Your* signed and completed written *Application* for *Creditor Insurance* and includes any health questions.

“**Auto Dealer**” also means the *Distributor* and the *Group Policyholder*.

“**Auto Dealer Loan**” or “**Loan**” means the amount owing to the *Lender* in respect of the purchase of a vehicle under a contract of purchase or sale, or in the alternative, the *Loan* or lease contract issued to the *Applicant* by the *Lender* as specified on the *Application*.

“**Canada Life**” or “**Insurer**” means The Canada Life Assurance Company.

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

“**Creditor Insurance**” means *Life Insurance*, or *Life plus Total Disability Insurance*, or *Life plus Job Loss Insurance*, or *Life, Total Disability plus Job Loss*, as applicable, as described in the *Certificate*.

“**Distributor**” also means the *Auto Dealer* and the *Group Policyholder*.

“**Effective Date of Insurance**” means the latest of:

- a) the date *Loan* funds are advanced;
- b) the date the *Application* is signed, if no medical underwriting is required; or
- c) the date the *Application* is approved by the *Insurer* if medical underwriting is required.

“**Gainfully Employed**” means working for salary or wages on a permanent basis for at least 25 hours per week, for at least 6 consecutive months with the same employer. Self-employment, contract or seasonal employment is not included in this definition.

“**Group Policy**” means the *Group Policy* 60312 for *Life Insurance*, *Total Disability Insurance* and *Job Loss Insurance*, issued by the *Insurer* to the *Group Policyholder*.

“**Group Policyholder**” also means the *Auto Dealer* and the *Distributor*.

“**Indebtedness**” means either the unpaid balance of the *Loan* or the remaining payments under a lease agreement. However, any amount in default is not part of the *Indebtedness* and is therefore not covered by the insurance.

“**Injury**” means bodily *Injury* which is caused solely by an accident occurring and which causes the *Insured Person* to be *Totally Disabled*.

“**Insured Person**” includes the *Insured Debtor* named on the *Application* (the “**Insured Debtor**”) and if insurance is indicated on the *Application* to be in force on the *Insured Co-Debtor*, the *Insured Co-Debtor* named on the *Application* (the “**Insured Co-Debtor**”), provided that each such person satisfies the condition of eligibility.

**“Job Loss”** or **“Loss of Employment”** means that *Your* employment was involuntarily terminated by *Your* employer (not for cause), including permanent layoff, and *You* are eligible to receive Government of Canada Employment Insurance Benefits. *Job Loss* or *Loss of Employment* does not include strike or layoff where:

- a) the employment relationship has not been completely and permanently terminated, or
- b) *You* have not been provided with an employment end date.

**“Job Loss Insurance”** means the *Job Loss Insurance* covered under *Your Group Policy*.

**“Lender”** means either the *Auto Dealer* or a lending or leasing institution or organization who has granted a *Loan* to an *Applicant*.

**“Life Insurance”** means the *Life Insurance* covered under *Your Group Policy*.

**“Maximum Number of Benefit Payments”** means for *Total Disability Insurance*, the number of months entered in the Term of Loan/Lease box less (i) one (1) month *Waiting Period*, and (ii) less the number of months that have elapsed from the *Effective Date of Insurance*.

**“Non-Retroactive”** means the benefit period begins after the (30) thirty day *Waiting Period* from the date of *Total Disability* or the date of *Job Loss*, as applicable.

**“Physician”** means a person who is licensed and practicing in Canada within the scope of his license as a doctor of medicine (M.D.) and is not the *Applicant* or related by blood or marriage to or in a business relationship with the *Applicant*.

**“Pre-Existing Condition”** means any illness, disease, *Injury* or physical condition for which medical advice, consultation, diagnosis or diagnostic measures or treatment was required or recommended by a *Physician* during the twelve (12) months prior to the *Effective Date of Insurance* and where such condition caused, directly or indirectly, death or *Total Disability* to occur within the twelve (12) months following the *Effective Date of Insurance*.

**“Principal”** means the amount borrowed or remaining unpaid. It is the part of the payment that reduces the outstanding balance of a *Loan*.

**“Rescission or Rescind or Rescinded”** means to put an end to *Your* insurance contract.

**“Residual Amount”** means a lump sum payment due at the end of the term of the *Loan*.

**“Seasonal Worker”** means a natural person working at least 25 hours per week in the current working season, or if *Application* is made outside of the working season, in the most recent working season, and immediately prior to the *Effective Date of Insurance*, capable of performing his or her regular duties, working or having worked in the current or most recent working season, as applicable, and in each instance, having a proven work history.

**“Sickness”** means illness or disease which occurs and which causes the *Insured Person* to be *Totally Disabled*.

"**Total Disability**" or "**Totally Disabled**" means that an *Insured Person* is not able to perform for compensation or profit, directly or indirectly as a result of *Injury* or *Sickness*, the duties of any occupation for which the *Insured Person* is qualified by education, training or experience.

"**Total Disability Insurance**" means the *Total Disability Insurance* covered under *Your Group Policy*.

"**Waiting Period**" means a period of 30 days an *Applicant* must remain continuously *Totally Disabled* or subject to *Job Loss* in order to qualify for benefits.

"**We**", "**Our**" and "**Us**" refers to The Canada Life Assurance Company.

"**You**" or "**Your**" means in respect of *Life Insurance*, each *Insured Person* who has selected this coverage if named on the *Application* and in respect of *Total Disability Insurance* and *Job Loss Insurance*, the *Insured Debtor* who has selected one or both of these coverages, as applicable, if named on the *Application*.

# 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.

- 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* contract.
- After the 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: The Canada Life Assurance Company  
c/o Sym-Tech Dealer Services  
150 West Beaver Creek Rd  
Richmond Hill, ON L4B 1E1

Date:

\_\_\_\_\_  
(Date of sending of 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)

This document must be sent by registered mail.

**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.

## **ACKNOWLEDGMENT OF RECEIPT**

I acknowledge receipt of this Distribution Guide, Certificate of Insurance # \_\_\_\_\_  
and a copy of my application for insurance on the occasion of the purchase of the  
insurance coverage.

**Date:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_

## **CREDITOR INSURANCE**

In accordance with Article 431 of the *Act Respecting the Distribution of Financial Products and Services*, I certify that I have been informed that the distributor receives a remuneration equivalent to:

\_\_\_\_\_ % of the Life premium

\_\_\_\_\_ % of the Disability premium

\_\_\_\_\_ % of the Job Loss premium

for the sale of the creditor's group insurance coverage offered by The Canada Life Assurance Company.

**Date:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_

## WAIVER OF INSURANCE

I certify that I have been advised and offered the following insurance benefits:

Life Insurance:

Total Disability Insurance:

Life Insurance and Total Disability Insurance:

Life Insurance and Job Loss Insurance:

Life Insurance, Total Disability Insurance and Job Loss Insurance:

by The Canada Life Assurance Company to protect the debt incurred in the purchase or lease of a vehicle, knowing that it will not be available to me at a later date.

**Date of Renunciation:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_

**Name of Distributor:** \_\_\_\_\_

## **PERSONAL NOTES**

### **Coverage Amount:**

*Life Insurance:*

*Total Disability Insurance:*

*Job Loss Insurance:*

### **Premium:**

*Life Insurance:*

*Total Disability Insurance:*

*Job Loss Insurance:*

### **Other:**

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For any questions regarding *Your*  
insurance products, please call  
the *Creditor Insurance*  
Helpline at 1-800-380-4572

**ST-REG-EN**  
**10/2017**