#### **Your Insurance Certificate**

# Your Optional Creditor Disability Insurance is underwritten and issued by:

Triton Insurance Company in the course of its insurance business in Canada

355 Wellington Street, London, Ontario N6A 3N7 Toll free 1-800-285-8623

The Disability Insurance Group Policy No. 20150003

## **DETAILS OF YOUR LOAN**

Creditor's Name	Creditor's Branch Number	Loan Account Number	Loan Term
			Months
Loan Amount	Loan Installment	Remaining Amortization Period	Date of Last Payment for the Amortization Period
\$	\$	Months	

#### SCHEDULE OF BENEFITS FOR THIS LOAN TERM

Primary Insured Borrower's Name:		Primary Insured Borrower's Age:				
		Primary Insured Borrower's Date	of Birth:			
Effective Date:						
Initial Monthly Disability Premium (including applicable taxes): \$						
Total Initial Monthly Creditor Insurance Premiums (including taxes) \$ (if applicable, taxes of \$ )						
Initial Monthly Benefit	Maximum Monthly Benefit	Maximum Number of Monthly Benefits per Claim Period	Waiting Period			
\$	\$2,000.00	12 Months	30 Days			

This coverage ends on the payment due date immediately following Your 71st birthday, or for any other reason as shown in the section titled When Your Coverage Ends

## If You Change Your Mind

- You have the right to cancel this insurance at any time.
- If You cancel for any reason within 30 days after the Effective Date, return this Certificate with Your written request for cancellation to the Creditor at the address above. Any premium You have paid for this Loan Term will be credited to Your account and the insurance will be voided as of the Effective Date.
- If You decide to cancel, You will not be able to buy Disability insurance coverage in the future for this Loan Term. If You renew Your Loan, You may have to fulfill eligibility requirements at that time.

For more detailed information contact: Triton Insurance Company 355 Wellington Street, London, Ontario N6A 3N7 Toll free 1-800-285-8623

READ YOUR CERTIFICATE CAREFULLY. IT IS A LEGAL CONTRACT BETWEEN THE COMPANY AND YOU. PLEASE NOTE THAT THIS INSURANCE COVERAGE MAY END PRIOR TO THE TERM OF THE LOAN

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## A - Some Important Definitions

In this Insurance Certificate, the following definitions apply:

#### Accidental Injury

Means accidental bodily injury sustained by You after the Effective Date and which causes Your Total Disability.

#### Claim Period

Means each period of Total Disability for one cause for which benefits are payable as described in the What We Will Pay section D.1.

## **Creditor Insurance Premiums:**

The monthly premium for all Creditor insurance coverage(s) in force on this Loan.

#### Effective Date

The date insurance begins as shown in the Schedule of Benefits.

#### Loan

Your Loan Account details as shown in the Details of Your Loan section

## Loan Installment:

As used in this insurance certificate, means Your monthly principal and interest obligation to the Creditor in connection with this Loan; but does not include any other charges to this Loan, such as late charges, delinquency fees, or default charges.

# Monthly Benefit:

## Lesser of:

(a) The Loan Installment, as of the Loan payment due date immediately preceding the date Your Total Disability begins, plus any Creditor Insurance Premiums as they become due on the Loan during Your Total Disability;

or

(b) The Maximum Monthly Benefit shown in the Schedule of Benefits, plus any Creditor Premiums as they become due on the Loan during Your Total Disability.

Insurance

## **Pre-existing Condition**

An illness, disease or physical condition for which medical diagnosis, advice, consultation or treatment was required or recommended within the 6 month period immediately preceding the date of the most recent application which required health questions to be answered for this insurance and which causes Your Total Disability within 6 months after such date.

## Principal Job

A job where You are working for salary or wages at least 120 hours per month for one employer.

#### Seasonal Worker

An applicant whose income was verified by the Creditor utilizing one of the approved methods for Seasonal Workers.

#### Sickness

Illness or disease which begins after the Effective Date and which causes Your Total Disability.

## Total Disability/Totally Disabled

A disability caused by an Accidental Injury or by Sickness which continues uninterrupted for 30 or more consecutive days and causes You to be unable to perform any duties of Your Principal Job. If You are a Seasonal Worker, the disability would cause You to be unable to perform any duties of Your seasonal employment.

#### You and Your

Refers to the Primary Insured Borrower as named in the Schedule of Benefits, and for which a premium has been paid.

#### Waiting Period

The number of days shown in the Schedule of Benefits that You must remain Totally Disabled to be eligible for Disability benefits.

#### We, Us and Our

Refers to Triton Insurance Company.

## **B – When You Are Eligible For Insurance**

You are eligible for Disability Insurance if:

- You have a Loan;
- You have initially qualified after completing the Loan Protection Insurance Application, and there has been no break in coverage;
- You are working at your Principal Job on the Effective Date, or currently receiving Total Disability Benefits
  under a prior certificate; or if a Seasonal Worker, Your income was verified by the Creditor utilizing one of the
  approved methods for Seasonal Workers; and
- You have not reached Your 71<sup>st</sup> birthday.

#### C - When You Are Covered

## C1 When Your Insurance Begins

Your insurance begins on the Effective Date shown in the Schedule of Benefits.

## C2 How Long Your Insurance is in Effect

Your insurance is in effect for the Remaining Amortization Period shown in the Details of Your Loan section, except as limited by the When Your Coverage Ends section C3 below.

## C3 When Your Coverage Ends

Your insurance will end on the earliest of the following dates:

- the date Your Loan is refinanced for additional cash exceeding \$1,000;
- the date Your Loan is renewed and Disability coverage was not selected;
- the date Your Loan is paid in full;
- the date the collateral given as security for the Loan is repossessed;
- the date Your Loan is charged off by the Creditor or is required to be charged off by law;
- the Date of Last Payment for the Remaining Amortization Period as shown in the Details of Your Loan;
- the payment due date immediately following Your 71<sup>st</sup> birthday;
- the payment due date following the date a written cancellation request is received from You;
- the date the Group Policy is terminated;
- the payment due date immediately following when the Creditor notifies Us that You are in default on Your Loan with the Loan Account Number shown under the Details of Your Loan;
- the date the Creditor fails to pay the premium due;
- the payment due date immediately following when the Creditor requests cancellation of the Insurance Certificate due to Your non-payment of premium. The Creditor will give You written notice 30 days prior to the requested effective date of cancellation; or
- the date You die.

We have the option to terminate Your insurance if Your loan is transferred to a non-affiliated creditor. If We choose to terminate Your insurance in this situation, We will provide You with a written notice 30 days prior to the termination date.

## D - Benefits Provided By This Insurance Certificate

## D1 What We Will Pay

We will pay the Monthly Benefit to the Creditor when You become Totally Disabled and after We receive proof of Total Disability.

If You become Totally Disabled while this coverage is in effect and remain Totally Disabled for the number of days in the Waiting Period shown on the Schedule of Benefits:

- We will pay the Monthly Benefit for each day of Total Disability beginning with the first day of Total Disability.
   Daily Benefits will be calculated at 1/30<sup>th</sup> of Your Monthly Benefit.
- We will not pay more than the Maximum Number of Monthly Benefits per Claim Period as shown on Your Schedule of Benefits for any one Total Disability.
  - o For a period of less than 180 consecutive days after a Claim Period ends, if You become Totally Disabled from the same cause (1) You remain eligible for the Maximum Number of Monthly Benefits per Claim Period as shown on Your Schedule of Benefits minus the number of Monthly Benefits previously paid during the Claim Period, and (2) the Waiting Period does not need to be satisfied.
  - For a period of 180 or more days after a Claim Period ends, You are eligible for the Maximum Number of Monthly Benefits under a new Claim Period from the same cause if You (1) returned to work at any time after the previous Claim Period ended, (2) complete 180 consecutive days of full-time employment, and (3) the Waiting Period has been met.
    - Seasonal workers must be released for work by a Physician and must remain employed for 180 consecutive days.
  - o If You are disabled for a separate cause during a Claim Period, a new Claim Period will commence for the second Total Disability provided (1) the first Claim Period has ended, (2) You have met the Waiting Period shown in the Schedule of Benefits, and (3) We have received proof of Your continued Total Disability for the new cause.
- If at the time of a loan renewal, You are Totally Disabled and receiving a Monthly Benefit, You will continue
  to receive the Monthly Benefits remaining under the Certificate of Insurance which was in effect at the
  beginning of that Claim Period. Benefits will continue for as long as You remain Totally Disabled or until
  the Maximum Number of Monthly Benefits Per Claim Period as shown in the Schedule of Benefits of the
  Certificate of Insurance which was in effect at the beginning of that Claim Period are exhausted.
- Benefit payments will not be paid after coverage ends as described in the section titled When Your Coverage Ends, unless You are receiving Monthly Benefits for an existing Claim Period and have renewed Your Loan.

You will be responsible for the difference in payment due on Your Loan if Your Monthly Benefit is less than Your current monthly loan payment.

## D2 When Payments Start

Your Disability benefit payments start after You have satisfied the Waiting Period as shown in the Schedule of Benefits, subject to the requirements in D1 above.

## D3 What Is Not Covered (Exclusions and Limitations)

We will not pay a benefit if Your Total Disability is the result of any of the following:

- A Claim Period for which You have already received Your Maximum Number of Monthly Benefits;
- normal pregnancy;
- an Accidental Injury You suffer or Sickness You contracted outside of Canada or the United States of America;
- a Pre-existing Condition;
- an act of war, whether or not war has been declared; or
- an intentional self-inflicted injury.

We will not pay benefits if Your Total Disability does not require regular treatment by a qualified physician. A physician cannot be yourself, the co-borrower or a member of Your immediate family.

We will not pay benefits if You are not Totally Disabled.

## D4 Proof Of Disability

You must give Us proof of Your ongoing Total Disability in the form We require and as often as We ask for it.

## D5 Physical Examination

We may have You examined as often as We consider necessary while Your disability continues.

#### **E - Information About This Insurance Certificate**

#### E1 Misstating Your Age

If You provided Us with an incorrect age at the time of application for this insurance, and Your age was 71 or greater, no insurance will be effective under this Certificate.

If no claim has been paid this insurance certificate is voided and, We will refund to the Creditor any premiums You have paid.

#### E2 Making A Claim

Notice of claim: You should notify Us of a claim within 60 days after the date Your Total Disability begins or as soon as reasonably possible.

We may not pay Your claim if You make a claim later than 3 years after the date Your Total Disability begins. Claim forms: We will provide You with the forms necessary to file a claim as soon as reasonably possible after you notify Us.

<u>To whom We will make Our payments:</u> We will pay any insurance benefits to the Creditor. The benefits paid will be applied as payments on Your Loan.

The Creditor may not act on Our behalf to settle any claim.

All benefit payments are made in Canadian dollars.

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

If You have questions, You may contact Your branch, notify Us in writing, or call Us.

#### E3 Legal Actions

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in The Civil Code of Quebec.

#### **E4** Contesting Your Coverage

We may not contest Your coverage as the result of any statement signed by You for this insurance, after the coverage has been in effect for 2 years, except in cases of fraud.

#### E5 Our Rights Under This Insurance Certificate

Your coverage is subject to the terms and conditions described in this insurance certificate. We may choose not to apply any of the conditions or rights We have under this insurance certificate. If We do so, it will not prevent Us from applying them in the future. Also it will not affect in any way any other conditions or rights to which We are entitled.

The terms of this Insurance Certificate may be changed by Us by an endorsement or an amendment to the Group Policy which is agreed to in writing by the Creditor and which will become effective 30 days after written notice is provided to You.

#### **E6** Your Rights Under This Insurance Certificate

You have the right to obtain copies of Your application and any written statement or other record, not otherwise part of the application, provided to Us as evidence of Your insurability. You also have the right to access the non-confidential parts of the Group Policies referenced at the start of this Certificate of Insurance.

#### E7 Premiums

Premiums will be paid by the Creditor each month on Your behalf and will be collected from You in accordance with the terms of the Loan Account agreement. The rate of premium charged by the Creditor for this insurance may not legally exceed that paid by the Creditor to Us, on Your behalf. If We change the premium rates and such change results in an increase then We will give You written notice (1) at least 30 days in advance; and (2) setting forth the revised rates and the effective date. Any such notice should be attached to this Certificate of Insurance. Any increase in rates will not be retroactive.

## E8 Assignment

Our written consent must be obtained before the interest of the Creditor and/or Debtor in the: (a) Group Policy; (b) Certificate of Insurance; (c) or any part thereof, is assignable. Our liability under the Group Policy and/or this Certificate of Insurance shall immediately cease in the event of transfer or assignment of such interest without Our consent.

# E9 If You Decide To Cancel Your Coverage

You have the right to cancel this coverage in writing at any time.

If You cancel the coverage within 30 days after the Effective Date, You will receive a full credit to Your account for the premium charged.

Any premium paid beyond the effective date of cancellation of this insurance will be credited to Your account.

## F How To Reach Us

#### **Customer Inquiries**

Customer satisfaction is important to Us. If You have any questions regarding Your insurance or Our policies and procedures, please contact:

Triton Insurance Company 355 Wellington Street London, Ontario N6A 3N7

Toll free 1-800-285-8623

If We are unable to resolve Your questions to Your satisfaction, You have the right to contact the General Insurance OmbudService toll free at 1-877-225-0446

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Henryka Anderson Chief Agent for Canada

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