



Group Credit Insurance

Distribution Guide

Group Credit Insurance

Heavy Equipment and Heavy-Duty Trucks Group Policy FI-MLA-VIMG (2018-12) Plan: MLA30



The documents you have been given are important. Your insurance contract consists of:

- your application for insurance and your certificate of insurance;
- the group insurance policy, which is available on request;
- your Confirmation of Insurance, if applicable.

SSQ, Life Insurance Company Inc. invites you to send your questions and requests to the administrator:

Customer service and administrator: SSQ, Life Insurance Company Inc. 2525 Laurier Blvd, P.O. Box 10500, Station Sainte-Foy Quebec, Quebec G1V 4H6 Phone: 1-800-463-5525 Fax: 418-652-2749 Email: <u>communications@ssq.ca</u>

Your insurance documents are important. We recommend that you keep them in a safe place in order to be able to easily refer to them.

Distribution Guide

GROUP CREDIT INSURANCE HEAVY EQUIPMENT AND HEAVY-DUTY TRUCKS GROUP POLICY FI-MLA-VIMG (2018-12) PLAN: MLA30

INFORMATION ON THE PRODUCT AND INTERVENING PARTIES

Type of insurance product:

Life insurance Disability insurance Critical illness insurance

Insurer contact information:

Name: Address:

Email: Phone: SSQ, Life Insurance Company Inc. 2525 Laurier Blvd, P.O. Box 10500, Station Sainte-Foy Quebec, Quebec G1V 4H6 clientele@ssq.ca 418-651-7000 / 1 800 463-5525

Distributor contact information:

[to be filled-in by the distributor]

THE RESPONSIBILITY OF THE AMF

"The Autorité des marchés financiers (AMF) does not express an opinion regarding the quality of the product offered in this guide. The insurer alone is responsible for any discrepancies between the wording of the content herein and that of the policy."

TABLE OF CONTENTS

1. INTRODUCTION	L
2. DESCRIPTION OF THE INSURANCE OFFERED1	L
A- Nature of coverage1	L
B- Summary of specific conditions1	L
C- Exclusions, limitations and restrictions	5
D- Termination of insurance coverage	5
E- Cancellation of insurance	
F- Other information	
3. CLAIMS	3
A- Submitting a claim	3
B- Required documents for submitting a claim	3
C- Applicable delays for submitting a claim)
D- Insurer's reply	
E- Appeal of the insurer's decision and recourses	
4. SIMILAR PRODUCTS11	L
5. AUTORITÉ DES MARCHÉS FINANCIERS11	L
6. DEFINITIONS	L
APPENDIXES	

The masculine form used in this guide designates both genders and is used solely to facilitate reading of the document.

1. INTRODUCTION

This Distribution Guide is designed to describe our group credit insurance by providing you with information in a reader-friendly format. This distribution guide provides all the essential information on our group credit insurance allowing you to determine whether this insurance product meets your needs.

The fact sheet provided by the Autorité des marchés financiers must be duly completed by the distributor's employee in your presence when offering the selected product, and must also be signed by the designated individuals. The distributor's employee must then provide you with a copy of the fact sheet.

If you still have questions after having read this guide, please contact a representative of the *insurer* who will be available to answer your questions.

Please note that definitions are provided on pages 11, 12, 13 and 14 for all words that appear in *italics* in this guide.

2. <u>DESCRIPTION OF THE INSURANCE OFFERED</u>

A. <u>Nature of coverage</u>

Our group credit insurance aims to provide you with financial security to help you meet the contractual obligations created as a result of the financing of heavy equipment or heavy-duty truck. The goal is to provide you with insurance that will reimburse the unpaid balance, or part of the unpaid balance, of your *loan* in case of death, *total disability* or *critical illness*. You do not have to be covered under this insurance to obtain a *loan*.

You can choose from the following coverage options:

- 1. a life insurance, which covers your *loan* payments in the event of your death, according to the options you selected and the applicable terms and conditions;
- 2. a total disability insurance, which covers the payment of your monthly *loan* if you become *totally disabled*, according to the options you selected and the applicable terms and conditions;
- 3. a critical illness insurance, which covers your *loan* payments if you are diagnosed with one of the following illnesses, according to the options you selected and the applicable terms and conditions:
 - *life-threatening cancer;*

stroke;

- *heart attack;*
- coronary bypass surgery;
 - coma

• severe burns;

All the applicable terms and conditions are described in the following pages.

B. <u>Summary of specific conditions</u>

Eligibility Requirements

To be eligible for coverage under this group credit insurance, you must:

- be a person acting as an individual;
- be a Canadian resident;
- be at least 18 years of age;
- be under the age specified in the application for insurance under the title "Type of Insurance";
- have contracted a *loan* from the creditor;
- for total disability and critical illness insurance, be actively working.

For disability and critical illness insurance, you must be a salaried employee, a seasonal employee or a self employed individual and meet specific requirements. To learn more about those specific requirements, please refer to point c) under the title **TO BE READ AND SIGNED BY THE DEBTOR AND CO-DEBTOR** in the application for insurance.

Amount and term of coverage

The maximum amount and term of coverage are based on your age and are specified on your application for insurance under the title "Type of Insurance". The insurance must cover the entire amount and term of the *loan*; your coverage will terminate at the end of the term selected, even if your *loan* is not paid off. You can never select an amount or a term which is superior or inferior to that of your *loan*.

For life insurance

The amount of the benefit will be the lesser of:

- your Loan balance at the date of death, as calculated by the Creditor or the Financial Institution;
- in the case of a lease, the present value of your outstanding lease payments and any Residual Value stated in your Application for Insurance provided the appropriate premium has been paid; or
- the Maximum Amount of the Insurance.

For disability insurance

The amount of the benefit will be the lesser of:

- the Monthly Amount insured shown in your Application for Insurance;
- the scheduled monthly amount due and payable to the Creditor but excluding any Balloon Amount or any payments of Residual Value; or
- the Maximum Amount of the Insurance.

For critical illness insurance

The amount of the benefit will be the lesser of:

- your Loan balance on the date the Critical Illness is diagnosed as advised by the Creditor or the Financial Institution;
- in the case of a lease, the present value of your outstanding lease payments including any Residual Value stated in your Application for Insurance provided the appropriate premium has been paid.

Beneficiary of the insurance

The *beneficiary* of this insurance is your creditor. Therefore, insurance benefits are payable directly to the creditor to reduce or pay off your *loan*.

Payment of the insurance premium

The premium is payable in monthly payments and covers you during the term of your insurance. This premium is not included in the calculation of the payment related to the heavy equipment and heavy-duty truck loan. The monthly premium differs according to the monthly payment of your *loan* and the type of insurance coverage selected.

Effective date of the insurance contract

The effective date of your insurance is the later of the following dates:

- the date on which the *loan* funds are advanced by the creditor;
- the date on which the application for insurance is approved by the insurer, if medical underwriting is required.

It is important to note that the insurance will only take effect if you meet the eligibility conditions and if you pay the required premium. The amount of this premium is indicated on the application for insurance form.

Health questionnaire

Any person applying for an amount of insurance that is greater than the amount indicated on the application for insurance in the box "Health questionnaire" is required to answer all health questions of the health questionnaire.

If you answer "Yes" to any of the health questions on the health questionnaire, your application for insurance will be underwritten and you will not be insured until the date specified on the *administrator's* confirmation of insurance.

In this case, the *administrator* will contact you in order to obtain additional medical information. If necessary the *administrator* may ask you to undergo a medical examination or other types of examinations. Expenses related to these examinations are at the *insurer*'s expense.

If your application for insurance is approved, the *administrator* will send you a confirmation of insurance by regular mail within 30 days of receiving the required information.

Waiting period in case of a claim

For life insurance

There is no *waiting period* for the payment of a life insurance benefit. SSQ will pay a Death Benefit to the Creditor upon receipt of satisfactory proof that death occurred while the insurance was in force and in accordance with the provisions of the Insurance Certificate.

For disability insurance

The benefit payments will begin at the end of a 30-day period called the *waiting period*. The *waiting period* begins at the onset of *total disability*. For the "**30 days (non-retroactive)**" option, the period of benefit payments begins at the end of the *waiting period*.

During the *waiting period*, you are responsible for making monthly *loan* payments when they are due.

For critical illness insurance

SSQ will pay a Critical Illness Benefit to the Creditor upon receipt of satisfactory proof that illness occurred and was first diagnosed while the insurance was in force and in accordance with the provisions of the Insurance Certificate.

However, the qualifying period must be completed. This period is the number of days you must survive once a *critical illness* is diagnosed. This period is usually 30 days, unless a longer period is specified in the definition of the corresponding *critical illness*.

Termination of total disability benefit period

The benefit period for an *insured* ends on the earliest of the following dates:

- a. the date on which all scheduled Loan payments, excluding any arrears and any accrued interest thereon, have been made;
- b. the date SSQ asks for proof that you are still Totally Disabled and such proof is not provided within 31 days;
- c. the date SSQ asks you to be examined by a Physician or other practitioner named by SSQ and you do not submit to such examination;
- d. the date SSQ receives a written request by you that your Insurance be cancelled;
- e. the date the maximum number of Monthly Benefit Payments indicated on your Application for Insurance have been made, including the maximum number of Monthly Benefit Payments indicated in the "Limitations and restrictions applicable to disability insurance" section on page 6 of this Distribution Guide;
- f. the date on which you are no longer considered Totally Disabled;
- g. the date on which you have resumed actively working for wages or profit;
- h. the date the insurance term indicated on the "Loan and Insurance Information" section of the application for insurance expires.

Proof of insurance

If your application for insurance is accepted, you will receive a letter within 30 days after signing the application for insurance confirming that you are insured.

Renewal of insurance

Once the insurance period has expired, it cannot be renewed.

CAUTION

C. Exclusions, limitations and restrictions

Exclusions applicable to all insurance

No benefit is payable if your claim results directly or indirectly:

- 1. from a pre-existing condition*;
- 2. from traveling or flying in, or descending from any kind of aircraft, except when passenger with no duties whatsoever on an aircraft being solely used for the transportation of passengers or of passengers and cargos;
- 3. from participating in a criminal act or attempting to commit a criminal offence, including but not limited to your operation of any motor vehicle with a blood alcohol level exceeding 80 mg of alcohol per 100 ml of blood and/or with the presence of any illicit substance in the blood.

*Pre-existing condition:

Any physical or medical condition, illness or disease suffered by an insured person for which the person received medical treatment, consultation, care or service including diagnostic tests, drugs and medication within the 12-month period prior to the date insurance begins, unless the person has remained free of medical treatment, consultation, care or service including diagnostic tests and has not taken drugs or medications for such condition(s) for a period of 12 consecutive months following the date insurance begins.

Exclusions applicable to life insurance

No benefit is payable if your death results directly or indirectly:

- 1. from suicide within two (2) years of the effective date of insurance;
- 2. from war, whether declared or not, insurrection, rebellion or participation in a riot or civil commotion.

Exclusions applicable to disability insurance

No benefit is payable for a *total disability* resulting directly or indirectly from:

- 1. attempted suicide or self-inflicted *injury*;
- 2. uncomplicated pregnancy or childbirth;
- 3. cosmetic or elective surgery;
- 4. use of alcohol or any illegal or illicit drugs or substances or misuse of medication obtained with or without a prescription, unless maintaining participation in a rehabilitation program approved and monitored by a *physician*.
- 5. from war, whether declared or not, insurrection, rebellion or participation in a riot or civil commotion.

Exclusions applicable to critical illness insurance

Exclusions that apply to a specific *critical illness* are described under their respective definitions on pages 11, 12 and 13 of this Distribution Guide.

No benefit is payable if your claim results directly or indirectly from:

- 1. self-inflicted *injury*;
- 2. use of alcohol or any illegal or illicit drugs or substances or misuse of medication obtained with or without a prescription, unless maintaining participation in a rehabilitation program approved and monitored by a *physician*.

Limitations and restrictions applicable to life insurance

In no event will the death benefit cover the *loan* payments in arrears or any accrued interest thereon. Also, any unpaid premium and applicable taxes will be deducted from the death benefit.

Limitations and restrictions applicable to disability insurance

- 1. In no event will the disability benefit cover the Loan payments in arrears or any accrued interest thereon. Also, any monthly premium is not covered;
- 2. If Total Disability results directly or indirectly from any mental, nervous, psychological, emotional, behavioral disorder, disease or condition, the benefit period will never exceed 3 months, even if you are under the care of a licensed specialist;
- 3. If Total Disability results directly or indirectly from any back or neck injury or disorder including but not limited to lumbar, thoracic or cervical spine, the benefit period will never exceed 6 months, even if you are under the care of a licensed specialist.

Limitations and restrictions applicable to critical illness insurance

- 1. In no event will the critical illness benefit cover the Loan payments in arrears or any accrued interest thereon. Also, any unpaid premium and applicable taxes will be deducted from the critical illness benefit;
- 2. In order for a benefit under this insurance to be payable, you must survive at least 30 days once a critical illness is diagnosed.

D. <u>Termination of insurance coverage</u>

Insurance of an *insured* will automatically terminate on the earliest of the following dates:

- the date the Loan is rewritten, refinanced, called due by the Creditor, or is otherwise discharged (SSQ reserves the right not to terminate this insurance for minor modifications if it accepts them beforehand);
- the date the security for the Loan is repossessed, sold or becomes the subject of a court judgment;
- the date the insurance term that you selected expires;
- the date a death benefit is payable under this insurance;

- the date your coverage exceeds the term specified in the contract, according to your age and the selected type of insurance;
- the date SSQ receives a written request by you that your insurance be cancelled;
- the date the payment of the monthly insurance premium is in default in an amount equal to or exceeding two monthly consecutive payments, in which case administrative fees including any applicable taxes will apply;
- in the case of Disability Insurance only, the date you receive a retirement pension;
- in the case of Disability and Critical Illness Insurance only, the date immediately preceding the date on which a Balloon Amount or a payment of Residual Value becomes due;
- in the case of Life Insurance only, the date of your 72nd birthday;
- in the case of Disability Insurance and Critical Illness Insurance only, the date of your 65th birthday.

All claims submitted for an event that occurred before the termination of this insurance coverage will be dealt with in accordance with the terms of this insurance even if the claim is submitted after the coverage has terminated, subject to the provisions provided in item C. **Applicable delays for submitting a claim** of Section 3. **Claims.**

E. <u>Cancellation of insurance</u>

You can cancel your insurance at any time by sending a written notice to the *administrator* at the following fax number: 819-373-3177. You can also contact your car dealer or the *administrator* by calling 1-877-451-3888. Please note that if you cancel your insurance, the *insurer* is no longer responsible for any benefit payments, but your *loan* contract remains in effect.

If your insurance terminates before the end of the period you selected, a refund of any monthly insurance premium paid since the effective date of the insurance can be made in the following cases only:

- a) if your application is declined;
- b) if you are determined to have been ineligible for coverage on the date insurance begins;
- c) if your insurance terminates within 20 days following the signature of the Insurance Certificate.

If your insurance terminates for any reason other than those outlined above, your coverage will terminate on the date your written request for a refund is received and no premium will be reimbursed. A cancellation fee equal to three monthly benefit payments (including taxes) will then be charged to you.

Required documents

To rescind your insurance, you can use the "Notice of Rescission of an Insurance Contract" available in the appendixes section of this Distribution Guide, or you can use the "Request for Insurance Refund/Cancellation" at the end of your insurance certificate.

The letter requesting the cancellation of insurance must be dated and signed by the debtor and the co-debtor, if any, of the insurance.

You must send y a copy of your application for insurance completed and signed.

F. Other information

For additional information concerning this insurance product, you can contact the following *administrator* who has been assigned by the *insurer* for the administration of this insurance:

SSQ, Life Insurance Company Inc. 2525 Laurier Blvd, P.O. Box 10500 Station Sainte-Foy Quebec, Quebec G1V 4H6 clientele@ssq.ca 1-800-463-5525

3. <u>CLAIMS</u>

If you submit a claim, the *insurer* will ask you to provide documents proving your entitlement to benefits.

A. <u>Submitting a claim</u>

The person submitting the claim needs to complete a claim form. In order to obtain a claim form and the instructions needed to complete it, he can:

- call the *administrator* at: 1 877 451-3888; or
- fax the request to the *administrator* (819-373-3177) indicating:
 - ♦ the address the claim form should be sent to;
 - ♦ the telephone number where the claimant can be reached; or
- write to the *administrator* at the address specified under section **F Other information**.

B. <u>Required documents for submitting a claim</u>

Life insurance claims

The following documents are required by the *insurer*:

- *loan* details, to be completed by the creditor;
- a copy of the application for insurance;
- a claim statement, to be completed by the spouse or the liquidator of the deceased *insured*;
- authorization allowing the Régie de l'assurance maladie du Québec (RAMQ) to provide us with an extract of the deceased's file;
- an original death certificate;
- all complementary medical documents that may be requested by the *insurer*.

Only the spouse of the deceased *insured*, his liquidator/executor or the creditor are authorized to submit a claim for life insurance benefits.

Restrictions: In no event will the Death Benefit cover the Loan payments in arrears or any accrued interest thereon. Also, any unpaid premium and applicable taxes will be deducted from the Death Benefit.

Disability insurance claims

The following documents are required by the *insurer*:

- *loan* details, to be completed by the creditor;
- a copy of the application for insurance;
- a statement to be completed by the attending *physician* of the *insured*;
- all complementary medical documents that may be requested by the *insurer*.

Only the *insured*, his legal representative, if any, or the creditor are authorized to submit a claim for disability insurance benefits.

Restrictions: In no event will the Disability Benefit cover the Loan payments in arrears or any accrued interest thereon. Also, any monthly premium is not covered.

Critical illness insurance claims

The following documents are required by the *insurer*:

- *loan* details, to be completed by the creditor;
- a copy of the application for insurance;
- a statement to be completed by the attending *physician* of the *insured*;
- all complementary medical documents that may be requested by the *insurer*.

Only the *insured*, his legal representative, if any, or the creditor are authorized to submit a claim for critical illness insurance benefits.

Restrictions: In no event will the Critical Illness Benefit cover the Loan payments in arrears or any accrued interest thereon. Also, any unpaid premium and applicable taxes will be deducted from the Critical Illness Benefit.

C. <u>Applicable delays for submitting a claim</u>

The claim form and the required documents must be received by the *insurer*:

- for a life insurance claim, within the 12 months following the date of death;
- for a disability insurance claim, within the 90 days following the date *total disability* begins;
- for a critical illness insurance claim, within the year following the date of diagnosis.

Failure to comply with these delays may result in benefit not being paid.

Notes:

- ◊ If your form is incomplete, there will be a delay in processing your claim.
- ♦ The *insured* must undergo any medical examination required by the *insurer*.
- ♦ You must also provide the information or documentation that has been requested by the *insurer*.
- ◊ If you do not satisfy the *insurer*'s requirements, the *insurer* will not be obligated to make claim payments.
- As long as you have not satisfied all of the *insurer*'s requirements, you will be responsible for making the required payments of your *loan*.

D. <u>Insurer's reply</u>

The *insurer* will adjudicate the claim as soon as it is received. You will receive a letter from the *insurer* to inform you of the following:

- that your claim has been accepted; or
- that your claim has been denied and the reason for the denial; or
- that your form is incomplete (the missing documents will be listed); or
- that additional information is required.

Notes:

- ◊ Generally, the *insurer* will send a letter within 30 days of receiving the claim form.
- ◊ If the *insurer* determines that benefits are payable based on the initial documents received, a cheque will be issued to the creditor within 30 days of receiving the claim.
- ◊ It is important that you continue to make regular payments until a decision has been made.
- ◊ If your claim is approved, the *insurer* will send you a confirmation of the benefits that will be paid directly to the creditor.

E. <u>Appeal of the *insurer*'s decision and recourses</u>

Should your claim be denied, you may appeal the decision by writing to the *insurer* within 2 years of the date of the denial.

You must include in your letter:

- the reasons for your appeal;
- any additional documents that may be required for your appeal.

Your appeal will be reviewed and the *administrator* will send you a letter confirming the *insurer*'s response to your appeal. Normally, the *administrator* sends this letter within 2 weeks of receiving your appeal.

You can also contact the Autorité des marchés financiers (AMF) or your legal advisor to obtain further advice on appeal procedures. Or you can contact the *insurer* at the following numbers: 418-651-7000 or 1 800 463-5525.

4. <u>SIMILAR PRODUCTS</u>

This insurance coverage was developed specifically to protect you with respect to your *loan* and is not intended to replace any personal other insurance coverage that you may have.

There are other insurance products on the market that may offer similar insurance coverage as those described in this Distribution Guide.

5. <u>AUTORITÉ DES MARCHÉS FINANCIERS</u>

For more information regarding the *insurer*'s, the *administrator*'s and the distributor's contractual obligations towards you, you can contact the Autorité des marchés financiers:

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

Phone: 418 525-0337 (Quebec City); 514 395-0337 (Montreal Area) Elsewhere in Quebec: 1 877 525-0337 Fax: 418 525-9512 lautorite.qc.ca

6. **DEFINITIONS**

Accident: Means an unintentional, sudden, unforeseen and unpredictable event due to a violent external cause and resulting, directly and independently of any other cause, in bodily *injury*.

Administrator: Means SSQ, Life Insurance Company Inc., a company located at 2525 Laurier Blvd, P.O. Box 10500, Station Sainte-Foy, Quebec, Quebec G1V 4H6, which administers the group policy.

Balloon Amount: Means a lump sum payment due at the end of the term of the *loan*.

Critical illness: One of the following conditions, diagnosed by a *physician*:

a) Life-Threatening Cancer – is defined as a definite diagnosis of a tumour, which must be characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of cancer include carcinoma, melanoma, leukemia, lymphoma, and sarcoma. The diagnosis of Cancer must be made by a Specialist.

Exclusions: No benefit will be payable under this condition if, within the first 90 days following the later of, the effective date of the policy, or the date of last reinstatement of the policy, the Insured Person has any of the following:

• signs, symptoms or investigations, that lead to a diagnosis of Cancer (covered or excluded under the policy), regardless of when the diagnosis is made; or

• a diagnosis of Cancer (covered or excluded under the policy).

Medical information about the diagnosis and any signs, symptoms or investigations leading to the diagnosis must be reported to SSQ within 6 months of the date of the diagnosis. If this information is not provided within this period, SSQ has the right to deny any claim for cancer or, any critical illness caused by any cancer or its treatment.

No benefit will be payable for the following:

• lesions described as benign, pre-malignant, uncertain, borderline, non-invasive, carcinoma in-situ (Tis), or tumors classified as Ta;

• malignant melanoma skin cancer that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or is accompanied by lymph node or distant metastasis;

• any non-melanoma skin cancer, without lymph node or distant metastasis;

• prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;

• papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest diameter and classified as T1, without lymph node or distant metastasis;

• chronic lymphocytic leukemia classified less than Rai stage 1; or

• malignant gastrointestinal stromal tumours (GIST) and malignant carcinoid tumours, classified less than AJCC Stage 2.

b) Heart Attack – is defined as a definite diagnosis of the death of heart muscle due to obstruction of blood flow, which results in rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following:

• heart attack symptoms

• new electrocardiogram (ECG) changes consistent with a heart attack

• development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

The diagnosis of Heart Attack must be made by a Specialist.

Exclusions: No benefit will be payable under this condition for:

• elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to coronary angiography and coronary angioplasty, in the absence of new Q waves, or

• ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above.

c) **Stroke** – (Cerebrovascular Accident) – is defined as a definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source, with:

• acute onset of new neurological symptoms, and

• new objective neurological deficits on clinical examination, persisting for more than 30 days following the date of diagnosis.

These new symptoms and deficits must be corroborated by diagnostic imaging testing. The diagnosis of Stroke must be made by a Specialist.

Exclusions: No benefit will be payable under this condition for:

- Transient Ischaemic Attacks; or,
- Intracerebral vascular events due to trauma; or,

• Lacunar infarcts which do not meet the definition of stroke as described above.

d) **Coronary Bypass Surgery** – is defined as the undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s). The surgery must be determined

to be medically necessary by a Specialist.

Exclusions: No benefit will be payable under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures.

e) **Severe Burns** – is defined as a definite diagnosis of third-degree burns over at least 20% of the body surface. The diagnosis of Severe Burns must be made by a Specialist.

f) **Coma** – is defined as a definite diagnosis of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 96 hours, and for which period the Glasgow coma score must be 4 or less. The diagnosis of Coma must be made by a Specialist.

Exclusions: No benefit will be payable under this condition for:

- a medically induced coma; or,
- a coma which results directly from alcohol or drug use; or,
- a diagnosis of brain death.

Injury: Bodily injury which is caused solely by an *accident* and which causes the insured to be Totally Disabled.

Illness: Illness or disease which manifests itself for the first time while you are insured under the Certificate with respect to the Loan.

Loan: Loan or lease issued to you by the creditor or the financial institution on the date insurance begins, excluding any loan payments in arrears and any accrued interest thereon.

Physician: Licensed physician or surgeon (M.D.) other than yourself or a family member, practicing in Canada within the scope of his/her license.

Pre-existing Condition: Any physical or medical condition, illness or disease suffered by an insured person for which the person received medical treatment, consultation, care or service including diagnostic tests, drugs and medication within the 12-month period prior to the date insurance begins, unless the person has remained free of medical treatment, consultation, care or service including diagnostic tests and has not taken drugs or medications for such condition(s) for a period of 12 consecutive months following the date insurance begins.

Recurring Total Disability: Successive periods of at least 7 consecutive days of Total Disability which are:

1. due to the same causes and separated by less than 21 days during which you returned to work on a minimum daily schedule equivalent to your pre-disability work schedule or were able to do so; or

2. due to entirely different causes and separated by less than one full day during which you return to work.

Residual value: Pre-established value of the vehicle at the end of the lease.

Seasonal Worker: Debtor for whom a seasonal job is his/her main occupation in a calendar year, but which, due to its nature and regardless of the type of industry, cannot be year-round. During the period of non-employment, he/she must be able to perform the regular duties of his/her job.

Specialist: Physician who is legally authorized to practise in the specific area of medicine relevant to the applicable covered illness.

Total Disability or Totally Disabled:

1. During the first 12 months of total disability: A disability caused by an accident or illness that renders you totally incapable of carrying out the main duties of your usual employment.

2. Thereafter: A disability caused by an accident or illness that renders you totally incapable of pursuing any gainful occupation for which you are reasonably suited by education, training or experience, regardless of the availability of employment. Thereafter: A disability caused by an *accident* or illness that renders you totally incapable of pursuing any gainful occupation for which you are reasonably suited by education, training or experience, regardless of the availability of employment.

Waiting period: The number of consecutive days following the date your *Total Disability* commenced and before monthly benefits become payable, as indicated on the front of the Application for Insurance. The Waiting Period is waived for periods of Recurring Total Disability.

APPENDIXES

NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

NOTICE GIVEN BY THE DISTRIBUTOR

Section 440 of the Act respecting the distribution of financial products and services

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

- ♦ The Act allows you to rescind an insurance contract you have just signed when signing another contract, without penalty, within 10 days of its signature. You may use the attached form for this purpose.
- Despite the rescission of the insurance contract, the first contract entered into retains all of its effects. Caution: it is possible that you may lose favorable conditions obtained as a result of this insurance contract; contact your distributor or consult your contract.
- After expiry of the 10-day period, you may cancel the insurance at any time; however, penalties may apply.

For further information, you can contact L'Autorité des marchés financiers at 418-525-0337 in Quebec City, at 514-395-0337 in the Montreal Area or by using the toll free line at 1 877 525-0337.

NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

To: SSQ, Life Insurance Company Inc. 2525 Laurier Blvd., P.O. Box 10500, Station Sainte-Foy Quebec, Quebec G1V 4H6

Date: ____

(Date of notice)

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby rescind my enrolment to the insurance policy number:

(Insurance policy number)

entered into on:

(Date of signature of the Application for Insurance)

at:

(Place of signature of the Application for Insurance)

(Name of client)

(Signature of client)

The distributor must fill this section at time of purchase.

This document must be sent by registered mail.

The law articles 439, 440, 441, 442 and 443 shall appear on the back of this notice.

EXCERPTS FROM AN ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES (R. S. Q., Chapter D-9.2)

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

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

- Art. 440 "A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Autorité, stating that the client may rescind the insurance contract within 10 days of signing it."
- Art. 441 "A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

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

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

Art. 443 "A distributor that offers financing for the purchase of goods or services and that required 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 the regulation of the Autorité, 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."

