



## DISTRIBUTION GUIDE

**Name of the Insurance Product:** TD Credit Card Balance Protection Insurance

**Type of Insurance Product:** Optional group credit insurance providing coverage for Life, Accidental Death At 66, Critical Illness, Dismemberment, Involuntary Unemployment, Total Disability and Loss of Self-Employment Income

### **Insurer's Contact Information:**

American Bankers Life Assurance Company of Florida  
American Bankers Insurance Company of Florida

P.O. Box 7200, Kingston  
Ontario K7L 5V5

Telephone: 1-866-315-9069  
Fax: 1-800-645-9405

TD Life Insurance Company  
Client service department, as administered by  
American Bankers Life Assurance Company of Florida/  
American Bankers Insurance Company of Florida

P.O. Box 7200, Kingston  
Ontario K7L 5V5

Telephone: 1-866-315-9069  
Fax: 1-800-645-9405

### **Distributor's Contact Information:**

The Toronto-Dominion Bank  
P.O. Box 1  
TD Centre  
Toronto, Ontario M5K 1A2

### **Responsibility of the Autorité des marchés financiers**

**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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## **Introduction**

The purpose of this distribution guide is to describe TD Credit Card Balance Protection Insurance, a group credit insurance product offered with TD Credit Cards, in a way that is easy for you to understand. In addition, the information set out in this distribution guide is intended to allow you to determine whether this optional insurance product meets your needs, without having an insurance agent present.

We encourage you to read this guide closely, especially page 14, which explains **Exclusions, Restrictions and Reductions in Coverage**. The **Submission of a Claim** procedure is also explained on page 16.

## **Definitions**

In this distribution guide, the words *in italics* are defined as follows:

**ACCIDENTAL DEATH** means death through accidental means sustained directly and independently of all other causes.

**ACCOUNT** means *Your* TD Credit Card on which *Balance Protection Insurance* has been offered and accepted.

**BALANCE PROTECTION INSURANCE** means TD Credit Card Balance Protection Insurance.

**CANADIAN RESIDENT** means any person who has lived in Canada for a total of 183 days within the last year or a member of the Canadian Forces.

**CRITICAL ILLNESS** means *Acute Heart Attack, Cancer (Life-Threatening)* and *Stroke*, which are defined as follows:

**Acute Heart Attack** means the death of a portion of the heart muscle resulting from inadequate blood supply for which all of the following test results are confirmed:

- an increase of cardiac bio-markers and/or enzymes found in the blood stream, as a result of damaged heart muscle tissue, to levels considered diagnostic for an acute myocardial infarction.

### **Acute Heart Attack does not include:**

- an incidental finding of ECG changes suggesting a prior myocardial infarction with no corroborating event;
- an increase of cardiac bio-markers and/or enzymes due to coronary angioplasty (a medical procedure involving the ballooning of a narrowed coronary artery) unless there are new elevations of ST segments in the involved ECG leads considered diagnostic for an acute myocardial infarction; or
- an increase of cardiac bio-markers and/or enzymes in the blood stream due to pericarditis or myocarditis.

**Cancer (Life-Threatening)** means a life-threatening tumour characterized by the uncontrollable growth and spread of malignant cells.

**Cancer (Life-Threatening) does not include:**

- carcinoma in situ;
- malignant melanoma to a depth of 0.75 mm or less;
- skin cancer that has not spread beyond the deepest layer of the skin;
- Kaposi's sarcoma;
- Stage A (T1A or T1B) prostate cancer; or
- any *Diagnosis* which occurs within 90 days of the coverage taking effect or any *Diagnosis* which is made before or after the end of the 90-day period in connection with any symptoms or medical consultation, treatment, care or services, including prescribed medication, which occur within 90 days of the coverage taking effect.

**Stroke** means a cerebrovascular event producing neurological sequelae lasting more than 30 consecutive days and caused by thrombosis, hemorrhage or embolism from an extra-cranial source, and for which there is evidence of measurable, objective neurological deficit.

**Stroke does not include** Transient Ischemic Attacks.

**DATE OF LOSS** means:

- the date of death;
- the date of *Diagnosis*;
- the date of *Dismemberment*;
- the first day of *Total Disability*;
- the first day of *Your Involuntary Unemployment*; or
- the date *Your* business is forced to close due to financial reasons.

**DIAGNOSIS** means a diagnosis of a *Critical Illness* by a *Physician*, supported by documentation.

**DISMEMBERMENT** means that *You* suffered a loss as shown on the *Schedule of Losses* provided below directly due to bodily injury or disease. The loss is beyond remedy by surgical or other means as certified by a *Physician*.

*Schedule of Losses*

- Loss of both arms
- Loss of one arm and one leg
- Loss of one arm and sight of one eye
- Loss of both legs
- Loss of sight in both eyes
- Loss of one leg and sight of one eye
- Loss of use of either both legs or all limbs due to paraplegia or quadriplegia
- Loss of use of an arm and leg on one side of the body due to hemiplegia

The associated definitions are:

- Loss of arm means severance at or above the wrist joint
- Loss of leg means severance at or above the ankle joint
- Loss due to paraplegia or quadriplegia means accidental severance of the spinal cord resulting in complete and irrevocable paraplegia or quadriplegia
- Loss due to hemiplegia means the complete and irrecoverable paralysis of one side of the body
- Loss of sight means the entire and irrecoverable loss of sight

**EFFECTIVE DATE** means the date *You* are enrolled for coverage by The Toronto-Dominion Bank (“TD Bank”), as indicated in the Summary under the heading Effective Date shown on the first page of the certificate of insurance.

**EMPLOYED** means working for salary or wages for a minimum of 25 hours or more per week.

**INCURRED AMOUNT** means the amount outstanding on *Your Account*.

**INSURER:**

- for Dismemberment insurance, means TD Life Insurance Company (“TD Life”) under group master policy No. 14263D;
- for Life, Critical Illness, and Accidental Death At 66 insurance, means American Bankers Life Assurance of Florida (“ABLAC”) under group master policy No. 14263; and
- for Involuntary Unemployment, Total Disability, and Loss of Self-Employment Income insurance, means American Bankers Insurance Company of Florida (“ABIC”) under group master policy No. 10844; as applicable.

ABLAC acts as the administrator for TD Life. ABLAC, ABIC and their affiliates carry on business in Canada under the name of Assurant Solutions.

**MAXIMUM AMOUNT OF INSURANCE:** \$25,000.

**MINIMUM PAYMENT** is as defined in *Your* cardholder agreement with The Toronto-Dominion Bank (“TD Bank”).

**PHYSICIAN** means a physician licensed to practice medicine in Canada or the United States, who is not a member of *Your* immediate family.

**PRIMARY CARDHOLDER** means the person who applied for and was granted the *Account*. *Primary Cardholder* may also be referred to as “*You*” and “*Your*”.

**STATEMENT DATE** means the date identified in *Your Account* statement as the statement date.

**TOTALLY DISABLED OR TOTAL DISABILITY** means *You* are unable to perform the regular duties of *Your* occupation at the time of disability.

**UNEMPLOYED/UNEMPLOYMENT** means not working for salary or wages.

**WE, OUR** and **US** mean the *Insurer* of the specific coverage individually or the *Insurers* collectively as applicable.

## **Description of the Product Offered**

### **a) Nature of Coverage**

This insurance product protects the *Incurred Amount on Your Account*.

In the event of **loss of life, Accidental Death At 66, Critical Illness** or **Dismemberment**, We will pay the *Incurred Amount on Your Account*, up to a maximum of \$25,000.

In the event of **Involuntary Unemployment, Total Disability** or **Loss of Self-Employment Income**, We will pay the monthly benefit on *Your Account*.

### **b) Summary of Specific Features**

#### **Conditions of Eligibility**

To be eligible for the coverage offered by this insurance on *Your Account* You must meet the following conditions, on *Your Effective Date*:

- You are between the ages of 18 and 65;
- You are the *Primary Cardholder*; **and**
- You are a *Canadian resident*.

The insurance covers You as the *Primary Cardholder* in the event of **loss of Life, Accidental Death At 66, Critical Illness, Dismemberment, Involuntary Unemployment, Total Disability**, and **Loss of Self-Employment Income**.

If You misstate Your age and Your correct age would have made You ineligible for coverage, no claim will be paid and the premiums paid for any period of ineligibility will be refunded in full.

Upon Your request, We will subsequently change the level of Your coverage to Balance Protection Support Care; Balance Protection Recovery Care; Balance Protection Critical Care; or Balance Protection Assist Care and send You a certificate of insurance outlining the applicable benefits and premium rate. Please note that Your protection may vary depending on the level of coverage and that **Accidental Death At 66** protection is not offered under these levels of coverage. Please refer to Your certificate of insurance for full details.

#### **Amount of Protection and Conditions of Payment**

Any benefit paid under any one of these coverages shall not be paid under another coverage for the same occurrence. If You or are eligible concurrently for a benefit payable for more than one insured event covered by the certificate of insurance, the benefit paid shall be limited to the most generous one. You will therefore be entitled to only one benefit at a time.

There are also exclusions that are applicable to each type of coverage that are explained in more detail later in this document.

In no event, will We pay more than the lesser of the *Maximum Amount of Insurance* or the *Incurred Amount* as of the *Date of Loss*.

**(i) Life, Accidental Death At 66, Critical Illness and Dismemberment Coverage**

To be entitled to **Life** benefit, *You* must:

- be less than 66 years of age; **and**
- have suffered a loss of life while insured.

To be entitled to **Accidental Death At 66** benefit, *You* must:

- be 66 years of age or more; **and**
- have suffered a loss of life as a result of an accident while insured.

To be entitled to **Critical Illness** benefit, *You* must:

- be less than 66 years of age; **and**
- be diagnosed with one of the following illnesses or conditions: *Acute Heart Attack, Cancer (life-threatening) or Stroke* while insured.

To be entitled to **Dismemberment** benefit, *You* must:

- be less than 66 years of age; **and**
- have suffered a *Dismemberment*.

For **Life, Accidental Death At 66, Critical Illness** and **Dismemberment** coverage, the lump sum benefit payable equal to the *Incurred Amount* on *Your Account* as of the *Date of Loss*, subject to the *Maximum Amount of Insurance*.

In no event will the total benefit exceed the amount that appears on *Your Account* statement plus any unpaid purchases or charges made prior to the *Date of Loss*.

Once a **Life, Accidental Death At 66** or **Critical Illness** benefit has been paid, the certificate of insurance and all insurance coverage will end.

**(ii) Involuntary Unemployment, Total Disability and Loss of Self-Employment Income Coverage**

**Involuntary Unemployment Coverage**

To be entitled to Involuntary Unemployment benefits, *You* must:

- experience a period of Involuntary Unemployment including temporary *Unemployment* due to labour disputes, strikes, or lockouts;
- have been *Employed* in a non-seasonal occupation with the same employer for at least three consecutive months immediately prior to the *Date of Loss*; **and**
- remain *Unemployed* for more than 30 consecutive days.

We will pay an initial monthly benefit equal to the greater of:

- 5% of the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*; **or**
- the *Minimum Payment* due on *Your Account* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*.

For each additional 30 consecutive day period that *You* continue to be *Unemployed*, We will pay a monthly benefit equal to the greater of:

- 5% of the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*; **or**
- \$10.



All further monthly benefit payments will remain the same during the benefit period unless *You* provide *Us* with additional information that would warrant adjustment.

If *You* remain eligible for Involuntary Unemployment benefits for a period of more than 12 consecutive months from the *Date of Loss*, a benefit equal to the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*, less any prior benefits paid for this episode of Involuntary Unemployment, will be paid out as a lump sum.

The total of all Involuntary Unemployment benefits for one period of *Unemployment* shall not exceed the *Incurred Amount* as of the *Date of Loss*, subject to the *Maximum Amount of Insurance*.

Involuntary Unemployment benefit payments will continue, even if the insurance provided under the certificate of insurance is cancelled after the benefits become payable, until the first of the following events occur:

- *You* return to work;
- the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss* has been paid by *Us*; **or**
- the *Maximum Amount of Insurance* has been paid.

If *You* return to work for a minimum of 25 hours or more per week for a period of 30 consecutive days after completion of payments under an Involuntary Unemployment claim and the total benefit payments has not been paid entirely, *You* will be entitled to one monthly benefit payment equal to the greater of:

- 5% of the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*; **or**
- \$10.

*You* will be re-eligible for Involuntary Unemployment benefits after the completion of payments under an Involuntary Unemployment claim if:

- *You* become *Employed* in a non-seasonal occupation with the same employer for at least three consecutive months; **or**
- when *You* become re-eligible for benefits under Employment and Social Development Canada.

### **Total Disability Coverage**

To be entitled to Total Disability benefits, *You* must:

- become *Totally Disabled* as a result of:
  - accidental bodily injury; **or**
  - sickness; **and**
- be regularly attended by a licensed *Physician*;
- be *Employed* immediately prior to the *Date of Loss*; **and**
- remain *Totally Disabled* for more than 30 consecutive days.

We will pay an initial monthly benefit equal to the greater of:

- 5% of the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*; **or**
- the *Minimum Payment* due on *Your Account* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*.

For each additional 30 consecutive day period that the *Total Disability* continues, *We* will pay a monthly benefit equal to the greater of:

- 5% of the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*; **or**
- \$10.

All further monthly benefit payments will remain the same during the benefit period unless *You* provide *Us* with additional information that would warrant adjustment.

If it is determined that *You* are permanently and *Totally Disabled*, *We* may at *Our* discretion:

- continue to make the monthly benefit payment; **or**
- pay the *Incurred Amount* of the *Account* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*.

If *You* remain eligible for Total Disability benefits for a period of more than 12 consecutive months from the *Date of Loss*, a benefit equal to the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*, less any prior benefits paid for this episode of *Total Disability*, will be paid out as a lump sum.

The total of all disability benefits for one period of *Total Disability* shall not exceed the *Incurred Amount* as of the *Date of Loss*, subject to the *Maximum Amount of Insurance*.

Total Disability benefit payments will continue, even if the insurance provided under the certificate of insurance is cancelled after the benefits become payable, until the first of the following events occur:

- *You* are no longer *Totally Disabled*;
- *You* become *Employed*;
- the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss* has been paid by *Us*;
- the *Maximum Amount of Insurance* has been paid; **or**
- *You* die.

If the benefit payments stop because *You* are no longer *Totally Disabled*, but within two weeks of stopping the benefit, the *Total Disability* recurs, benefit payments can continue without interruption.

If *You* return to work for a minimum of 25 hours or more per week for a period of 30 consecutive days after completion of payments under a Total Disability claim and the total benefit payments have not been paid entirely, *You* will be entitled to one monthly benefit payment equal to the greater of:

- 5% of the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*; **or**
- \$10.

*You* will be re-eligible for Total Disability benefits after the completion of payments under a Total Disability claim if *You* have been *Employed* for a period of 30 consecutive days.

### **Loss of Self-Employment Income Coverage**

To be entitled to Loss of Self-Employment Income benefits, *You* must:

- experience a period of unemployment due to the forced closure of *Your* business for financial reasons;
- have been self-employed 25 hours or more per week for an active business that had been registered or incorporated for a period of at least 36 consecutive months immediately prior to the *Date of Loss*; **and**
- remain unemployed for more than 90 consecutive days.

We will pay an initial monthly benefit payable equal to the greater of:

- 5% of the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*; **or**
- the *Minimum Payment* due on *Your Account* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*.

For each additional 30 consecutive day period that *You* continue to be unemployed, We will pay a monthly benefit equal to the greater of:

- 5% of the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*; **or**
- \$10.

All further monthly benefit payments will remain the same during the benefit period unless *You* provide *Us* with additional information that would warrant adjustment.

If *You* remain eligible for Loss of Self-Employment Income benefits for a period of more than 12 consecutive months from the *Date of Loss*, a benefit equal to the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*, less any prior benefits paid for this episode of Loss of Self-Employment income, will be paid out as a lump sum.

The total of all Loss of Self-Employment Income benefits for one period of unemployment shall not exceed the *Incurred Amount* as of the *Date of Loss*, subject to the *Maximum Amount of Insurance*.

Loss of Self-Employment Income benefit payments will continue, even if the insurance provided under the certificate of insurance is cancelled after the benefits become payable, until the first of the following events occur:

- *You* return to work;
- the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss* has been paid by *Us*; **or**
- the *Maximum Amount of Insurance* has been paid.

If *You* return to work for a minimum of 25 hours or more per week for a period of 30 consecutive days after completion of payments under a Loss of Self-Employment Income claim and the total benefit payments has not been paid entirely, *You* will be entitled to one monthly benefit payment equal to the greater of:

- 5% of the *Incurred Amount* as of the *Statement Date* coinciding with, or if not applicable, immediately before the *Date of Loss*; **or**
- \$10.

*You* will be re-eligible for Loss of Self-Employment Income benefits after the completion of payments under a Loss of Self-Employment Income claim when *You* return to self-employment for at least 25 hours per week in an active business that has been registered or incorporated for a period of at least 36 consecutive months.

### **Beneficiary of the Insurance**

If a claim is approved, the *Insurer* pays the insurance benefits to *Your* creditor, TD Bank, who will then credit the payments to *Your Account*.

While *You* are receiving benefit payments, interest will continue to be charged on the outstanding amount of *Your Account* and premiums will continue to be charged to *Your Account* monthly. Since the benefit amount payable by *Us* each month remains the same after the second monthly benefit payment, *You* may need to make payments to *Your Account* to cover these charges and minimize the amount of interest charged to *Your Account*.

*You* are responsible for the balance on *Your Account* at all times, regardless of whether *You* are receiving benefit payments. In addition, the certificate of insurance does not alter, in any way, *Your Account* cardholder agreement with TD Bank.

### **Premium**

*Your* monthly insurance premium charge is based on *Your* average daily *Account* balance. The monthly insurance premium is calculated by applying the monthly premium rate as indicated in the Summary shown at the top of the first page of the certificate of insurance to *Your* average daily balance to a maximum of \$10,000.

The *Insurer* may change the insurance premium rates at any time by giving *You* at least **30 days** prior written notice.

Insurance premiums will be charged to *Your Account* during the entire period of a claim under these coverages. During the entire claim period, a refund in the amount of the premium charged to *Your Account* as of the *Statement Date* coinciding with or immediately before *Your Date of Loss* will be added to each monthly benefit payment and will remain unchanged for the duration of *Your* claim period. If *You* continue to use *Your Account* while on a claim, *You* will be responsible for paying the insurance premium on any new charges.

### **Waiting Period**

There is no waiting period for the benefit payment in the event of **death, Accidental Death At 66, Critical Illness** or **Dismemberment**.

There is a **30-day** waiting period for the **Involuntary Unemployment** and **Total Disability** coverage. This means that the initial benefit will be made after 30 days following the *Date of Loss* and will be paid retroactively from such date.

There is a **90-day** waiting period for the **Loss of Self-Employment Income** coverage. This means that the initial benefit will be made after 90 days following the *Date of Loss* and will be paid from the 91<sup>st</sup> day of the business closure.

### **Effective Date**

The *Effective Date* of insurance will be indicated in the Summary shown at the top of the first page of the certificate of insurance.

### **Confirmation of Coverage**

The certificate of insurance is proof of all the insurance protection provided by the group master policies as long as premium has been paid. *You* will receive a certificate of insurance within **30 days** of *Your* enrollment.

### **Renewal**

*You* don't have to renew this insurance. This insurance remains in effect until the date provided in the "End of the Insurance Coverage" section on page 15 of this guide.

c) **Exclusions, Restrictions or Reductions in Coverage**

**CAUTION**

- A) We will not pay a Life benefit within six months of the *Effective Date* if the death results from intentionally self-inflicted injuries or suicide, while sane or insane.
- B) We will not pay a Critical Illness benefit if:
- the *Critical Illness* is diagnosed within the first six months from the *Effective Date* and:
    - the *Critical Illness* results from a medical condition for which You had symptoms or received medical consultation, treatment, care or services, including prescribed medication, during the six months immediately prior to the *Effective Date*; or
    - You have ever been previously diagnosed with the same type of *Critical Illness* (i.e. cancer, heart attack, or stroke) any time prior to the *Effective Date*;
  - You are diagnosed with cancer in the first 90 days following the *Effective Date* or are diagnosed at any time, either before or after the end of this 90-day period, with cancer in connection with any symptoms or medical consultation, treatment, care or services, including prescribed medication, which occur within the first 90 days. If this occurs, no benefit will ever be payable to You with respect to *Cancer (Life-Threatening)*.
- C) We will not pay Involuntary Unemployment claim if Your Involuntary Unemployment is due to:
- retirement, whether voluntary or mandatory;
  - self-employed persons;
  - resignation from Your employment;
  - loss of seasonal employment;
  - loss of part-time employment (less than 25 hours per week);
  - dismissal for cause;
  - disability;
  - maternity or parental leave;
  - *Unemployment* for any reason within 30 days from the *Effective Date*; or
  - *Unemployment* that You knew would be occurring at the time You applied for insurance.
- D) We will not pay a Loss of Self-Employment Income claim if the Loss of Self-Employment Income is due to:
- voluntary forfeiture of salary, wages, or income;
  - closure of business due to willful misconduct or criminal misconduct; or
  - closure of business within the first 12 months of the *Effective Date* for any reason.

**d) End of the Insurance Coverage**

All insurance coverage on *Your Account* automatically ends when the first of the following conditions occur:

- one or more of the group master policies are cancelled;
- *You* die;
- *You* request the cancellation of the insurance in writing or by phone to Assurant Solutions;
- the date *Your Account* has been delinquent for more than 90 consecutive days;
- *Your Account* is cancelled by *You* or TD Bank; **or**
- a Critical Illness, a Life or an Accidental Death At 66 benefit has been paid.

All Dismemberment, Total Disability, Critical Illness, Involuntary Unemployment Insurance, Loss of Self-Employment Income and Life Coverage will terminate for *You* on the next *Account Statement Date* after *You* turn 66. The Life coverage will be replaced with Accidental Death At 66 coverage.

**e) Cancellation**

**Cancellation in the first 30 days**

The *Act respecting the distribution of financial products and services* allows *You* to cancel, **without penalty**, an insurance contract within 10 days of its signature. In the case of this program, *You* have the right to terminate *Your* insurance contract within **30 days** of issuance of *Your* certificate of insurance. To do so, *You* must send a notice of cancellation to the *Insurer* at the address below by **registered mail**. *You* may use the attached model for this purpose. Also cancellation can be made by calling the *Insurer* toll free at 1-866-315-9069.

This cancellation takes effect as soon as the *Insurer* receives *Your* notice of cancellation. The premium that has been charged to *Your Account* will be refunded in its entirety to *Your Account*.

**Cancellation after the first 30 days**

*You* also have the right to terminate the insurance at any time, even after the initial **30 days**. To do so, *You* must send a notice of cancellation to the *Insurer* at the address below by **registered mail**. *You* may use the attached model for this purpose. Also cancellation can be made by calling the *Insurer* toll free at 1-866-315-9069.

If a premium was paid in excess, it will be refunded to *Your Account*.

Send *Your* cancellation notice to the *Insurer* at the address below or call the phone number below:

American Bankers Insurance Company of Florida/  
American Bankers Life Assurance Company of Florida  
P.O. Box 7200  
Kingston, Ontario K7L 5V5  
Telephone: 1-866-315-9069  
Fax: 1-800-645-9405

**f) Other Information**

For more specific information on the product offered, *You* can contact the distributor. The contact information for the distributor is on the first page of this guide.

*You* can also contact the *Insurer* by writing at the address shown below:

American Bankers Insurance Company of Florida/  
American Bankers Life Assurance Company of Florida  
P.O. Box 7200  
Kingston, Ontario K7L 5V5

Or by dialling toll-free 1-866-315-9069.

*You* can contact the *Insurer* in order to obtain a copy of the group master policies at the address below:

American Bankers Insurance Company of Florida/  
American Bankers Life Assurance Company of Florida  
Canadian Head Office  
5000 Yonge Street, Suite 2000  
Toronto, Ontario M2N 7E9

**Proof of Loss or Claim**

**a) Submission of a Claim**

In the event of covered loss, *You* or *Your* estate can submit a benefit claim to the *Insurer*. To do so, *You* or *Your* estate must contact *Us*, to obtain the necessary claim form. *You* or *Your* estate can reach *Us* by calling the following toll free number, 1-866-315-9069.

The claim form and the required documents must be completed as requested and returned to *Us*. The claim must be submitted within **90 days** of the date of loss except for Life and Loss of Self-Employment Income insurance claims. The Loss of Self-Employment Income claim must be submitted after the 90-day waiting period. If a claim is otherwise valid, it will be honoured even if the forms are sent to *Us* after **90 days** if it was not reasonably possible to send them earlier. *Your* insurance must not have been terminated and all regular insurance charges must have been paid as at the *Date of Loss*.

*We* may, where applicable, ask *You* or *Your* estate for additional information in order to process the claim.

**b) Insurer's Reply**

If *We* approve the claim, the benefit will be paid within **30 days** of receiving the proof required.

If *We* decline the claim or pay only a portion of the benefit, *You* will receive a letter explaining the reasons for *Our* decision. *We* will send the letter within **30 days** of receiving the documents required to process the claim.



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

You can contest the reply of the *Insurer* by contacting them. You will find the *Insurer's* contact information on the first page of this guide.

Legal proceedings can only be instituted against the *Insurer* in the **3 years** following the *Insurer's* reply.

You can also contact the Autorité des marchés financiers or *Your* own legal adviser. The Autorité des marchés financiers' address appears hereafter in the «Referral to the Autorité des marchés financiers» chapter.

#### **Similar Products**

Currently, competitors offer similar insurance products as described in this guide.

Check that *You* do not already have such insurance.

#### **Referral to the Autorité des marchés financiers**

For additional information regarding the *Insurer's* and the distributor's obligations to *You*, please contact the Autorité des marchés financiers at the following address:

Autorité des marchés financiers  
Place de la Cité, tour Cominar  
2640, boul. Laurier, 4<sup>e</sup> étage  
Québec (Québec) G1V 5C1

Québec City:           418-525-0337  
Montréal:               514-395-0337  
Toll-free :               1-877-525-0337

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

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

**441.** A client may cancel an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

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

**442.** No contract may contain provisions allowing its amendment in the event of cancellation or termination by the client of an insurance contract made at the same time.

However, a contract may provide that the cancellation or termination of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

**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, 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 cancels, terminates or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.