

## Insurance Certificate Group Credit Insurance – Plan SSQ270

This document is a standard contract for *our* group credit insurance product. Some insurance coverages may not apply to *your* situation. To know the coverages and amounts applicable to the insurance *you* purchased, refer to *your Insurance Application*.

### For the purposes of this contract:

- “We”, “our(s)” and “us”: refers to the insurer of this policy, namely, SSQ, Life Insurance Company Inc., a company whose head office is located at 2525 Laurier Boulevard, Quebec QC G1V 2L2;
- “You”, “your” and “yours”: refers, whether individually or collectively, to the insured person(s) named in the *Insurance Application*.

Moreover, the definitions of terms, words and expressions appear in the **Section 1 - Definitions** under **PART 6 - GENERAL PROVISIONS**, as well as in the **Definitions** sections of each insurance coverage.

These terms, words or expressions are *italicized*.

We only insure *you* for the coverage(s) described in this certificate if:

- A premium and insurance amount are stipulated in the *Insurance Application*; and
- The insurance premium was paid in full; and
- We accepted *your Insurance Application*, after analyzing *your* medical questionnaire, if applicable.

*Your* certificate is not assignable to whomever, for whatever reason.

Sample

# Table of contents

## **Part 1 – Life insurance coverage** 4

- Section 1 – Purpose of coverage
- Section 2 – Amount of insurance benefits
- Section 3 – Restrictions
- Section 4 – Exclusion

## **Part 2 – Disability insurance coverage** 5

- Section 1 – Purpose of coverage
- Section 2 – Definitions specific to disability insurance coverage
- Section 3 – Conditions for benefit payments
- Section 4 – Amount of insurance benefits
- Section 5 – Presumptive disability
- Section 6 – Restrictions
- Section 7 – Exclusions
- Section 8 – Termination of benefit payments

## **Part 3 – Critical illness insurance coverage** 8

- Section 1 – Purpose of coverage
- Section 2 – Definitions specific to critical illness insurance coverage
- Section 3 – List of covered critical illnesses
- Section 4 – Amount of insurance benefits
- Section 5 – Restrictions
- Section 6 – Exclusions

## **Part 4 – Accidental dismemberment insurance coverage** 12

- Section 1 – Purpose of coverage
- Section 2 – Amount of insurance benefits
- Section 3 – Conditions for benefit payments
- Section 4 – Restrictions
- Section 5 – Exclusions

## **Part 5 – Temporary insurance agreement during the risk selection process** 14

## **Part 6 – General provisions** 15

- Section 1 – Definitions
- Section 2 – Exclusions
- Section 3 – End of insurance
- Section 4 – Rescission right
- Section 5 – Premium reimbursement
- Section 6 – Benefit claims
- Section 7 – False declarations on important facts, your health or your medical information
- Section 8 – Notice of constitution of a file and personal information use

## **Notice of rescission of an insurance contract** 20

## **Eligibility criteria**

To be eligible for the coverages stipulated in this insurance certificate, *you* must satisfy the eligibility criteria in sections I) to M) of the *Insurance Application*.

Sample

## Part 1 – Life insurance coverage\*

\* Accidental dismemberment insurance is automatically included when *you* purchased life insurance.

### Section 1 – Purpose of coverage

Subject to the other provisions of this certificate, *we* agree to pay an insurance benefit if *you* die while this insurance coverage is in effect.

### Section 2 – Amount of insurance benefits

The benefit is payable to the *creditor* named in *your Insurance Application*, upon receipt of satisfactory proof of death.

The amount of the benefit is equal to the lesser of the following amounts:

1. **For a loan agreement**, the balance of the contract owed on the date of *your* death as stipulated in the notice issued by the *creditor*;
2. **For a lease agreement**, the present value of future payments remaining upon the date of *your* death and, if *you* opted for this option, the *residual value* indicated in *your Insurance Application*;
3. The initial benefit stipulated in section **F) Insurance Coverages** of *your Insurance Application*;
4. The maximum insurable amount stipulated in section **J) Additional eligibility criteria applicable to the life insurance coverage** in *your Insurance Application*.

In all cases, the amount of the benefit includes the insurance premium.

### Section 3 – Restrictions

1. When more than one person is insured by this insurance coverage, no more than one benefit is payable, to whomever submitted the benefit claims form first.
2. The insurance benefit in no way covers payments in arrears under the *financing agreement* or any accrued interest thereon.

### Section 4 – Exclusion

In addition to the exclusions stipulated in **Section 2 – Exclusions** under **PART 6 – General provisions** herein, no benefit is payable if the cause of death is suicide in the two years following the *effective date of insurance*.

## Part 2 – Disability insurance coverage

### Section 1 – Purpose of coverage

Subject to the provisions of this certificate, *we* agree to pay benefits if *you* become *totally disabled* while insured under this coverage and *your total disability* continues after the *waiting period*.

### Section 2 – Definitions specific to disability insurance coverage

- “Benefit Period” means the period during which insurance benefits under this insurance coverage are paid. The *benefit period* begins on the day following the end of the *waiting period* and continues until the dates stipulated under **Section – 8 - Termination of benefit payments** herein. (In the event of a retroactive *waiting period*, this period begins on the first day of *total disability*.)

*Your benefit period* is stipulated in the “Waiting Period and Benefit Period” paragraph in section **F) Insurance Coverages** of *your Insurance Application*.

- “Recurring Total Disability” means:
  1. Successive periods of *total disability* as a result of the **same causes** and separated by less than 3 complete and consecutive months during which:
    - a) *you* returned to work on a daily schedule equivalent to the one *you* had prior to the *total disability*; or
    - b) *you* would have been able to return to work.
  2. Successive periods of *total disability* as a result of **entirely different causes** and separated by less than 7 complete and consecutive days during which:
    - a) *you* returned to work on a daily schedule equivalent to the one *you* had prior to the *total disability*; or
    - b) *you* would have been able to return to work.
- “Replacement Occupation” means occupation for which *you* are reasonably qualified, specifically in terms of *your* training and experience, regardless of its availability.
- “Total Disability” (or “totally disabled”):
  1. If *you* were gainfully employed prior to *total disability*:
    - a) In the first 12 months following the start of *total disability*, *you* are considered *totally disabled*, if as a result of *illness* or *accident*:
      - i. *you* are incapable of carrying out the most important tasks of *your usual occupation*; and
      - ii. *you* are not carrying out any other gainful occupation; and
      - iii. *you* are receiving constant medical care from a *physician*.
    - b) After 12 months of *total disability*, *you* continue to satisfy the definition of *total disability* if:
      - i. *you* are incapable of carrying out a *replacement occupation*; and
      - ii. *you* are not carrying out any other gainful occupation; and
      - iii. *you* are still receiving constant medical care from a *physician*.
  2. If at the time of *total disability* *you* are not gainfully employed or on maternity, paternity or parental leave, or on unpaid leave as agreed with *your* employer, *you* are considered *totally disabled*, if as a result of *illness* or *accident*:
    - a) *you* are incapable of carrying out a *replacement occupation* because of *your total disability*; and
    - b) *you* are not carrying out any other gainful occupation; and
    - c) *you* are still receiving constant medical care from a *physician*.

Uncomplicated pregnancy or uncomplicated childbirth are not considered as a *total disability*.

- “Usual occupation” means the occupation *you* were carrying out immediately before *your total disability*.

- “Waiting period” means the number of consecutive days during which no benefit is paid and that starts when *your total disability* is diagnosed by a *physician*.

No *waiting period* applies in the event of a *recurring total disability*.

*Your waiting period* is stipulated in the “Waiting Period and Benefit Period” paragraph in section **F) Insurance Coverages** of your *Insurance Application*.

### Section 3 – Conditions for benefit payments

Benefits will be paid to the *creditor* named in your *Insurance Application* the day after the end of the *waiting period*, if applicable, provided the following conditions are met:

1. *you* are *totally disabled*; and
2. *your total disability* began while this disability insurance coverage was in effect and continued beyond the *waiting period*.

To make it easier to process *your* benefit claim, we ask that *you* provide satisfactory proof of *total disability* by no later than 90 days following the onset of *total disability*, as well as any satisfactory medical proof.

### Section 4 – Amount of insurance benefits

For each month of *total disability*, a benefit amount is equal to the lesser of the following amounts:

1. the monthly benefit stipulated in section **F) Insurance Coverages** of your *Insurance Application*;
2. the amount of the monthly payments payable to the *creditor* named in your *Insurance Application* based on your *financing agreement*, excluding any lump sum or *residual value* payment;
3. the maximum insurable amount stipulated in section **K) Additional eligibility criteria applicable to the disability insurance coverage** of your *Insurance Application*.

In all cases, the amount of the benefit includes the insurance premium.

Furthermore, in the event of *recurring total disability*, the 12 month period stipulated in paragraph a) of the definition of *total disability* above does not start over, but is the continuation of the previous *total disability(ies)*, when applicable.

Benefits are paid monthly to the *creditor* named in your *Insurance Application* at every payment date stipulated in your *financing agreement*, throughout your *total disability*, without exceeding the *benefit period*.

Benefits paid over a period of less than 30 days are calculated at a daily rate corresponding to one-thirtieth (1/30) of the monthly benefit.

### Section 5 – Presumptive disability

If, as a result of *illness* or *accident*, *you* suffer:

- **two losses** from the following:
  - Loss of use of a hand
  - Loss of use of a foot
  - Loss of a hand and wrist joint after amputation
  - Loss of foot and ankle joint after amputation
- OR
- **one loss** from the following:
  - Loss of vision in both eyes (a visual acuity of 20/200 or less, or field of vision of less than 20 degrees)
  - Loss of speech for a period of at least 6 consecutive months
  - Loss of hearing in both ears, with a hearing threshold of more than 90 decibels

*you* will be considered *totally disabled*, regardless of whether *you* were employed at the time of the loss and whether or not *you* were receiving constant medical care.

By “loss” we mean complete, permanent, incurable and irreversible loss.

## Section 6 – Restrictions

1. When more than one person is insured by this insurance coverage, the benefit cannot exceed the lesser of the amounts stipulated under **Section 4 – Amount of insurance benefits** herein.
2. The benefits in no way cover the *residual value* of the *consumer good*.
3. The benefits in no way cover payments in arrears under the *financing agreement* or any accrued interest thereon.

## Section 7 – Exclusions

In addition to exclusions stipulated in the **Section 2 – Exclusions** under the **PART 6 – General provisions** herein, no benefit is payable if the *total disability* is the direct or indirect result of:

1. uncomplicated pregnancy or uncomplicated childbirth; or
2. cosmetic or non-medically required surgery; or
3. attempted suicide or intentional self-inflicted *injury*, regardless of *your* state of mind; or
4. chronic or excessive consumption of alcohol or drugs, use of illicit drugs or substances, or misuse of medication obtained with or without a prescription, unless participating in a rehabilitation program that is approved and monitored by a *physician*.

## Section 8 – Termination of benefit payments

Benefit payments terminate on the earliest of the following dates:

1. The date on which *we* ask for proof that *you* are still *totally disabled* and if, after 31 days, *we* did not receive the requested documents or are dissatisfied with the documents received;
2. The date on which *we* asked *you* to go for a check-up with the *physician* of *our* choice, but *you* did not go;
3. The date on which *you* are no longer considered *totally disabled*;
4. The date on which *you* carry out gainful occupation;
5. The date on which *you* reached the end of the maximum *benefit period* stipulated in the “Waiting Period and Benefit Period” paragraph in section **F) Insurance Coverages** in *your Insurance Application*. If the maximum period is determined in months, it is cumulated for all *your total disability* leaves, whether benefits were paid consecutively or not;
6. The end date of the coverage stipulated in section **F) Insurance Coverages** in *your Insurance Application*.

## Part 3 – Critical illness insurance coverage

### Section 1 – Purpose of coverage

Subject to other provisions of this certificate, *we* agree to pay the insurance benefit if *you* are diagnosed with a *critical illness* stipulated in **Section 3 - List of covered critical illnesses** while *you* are covered by this insurance coverage and that *you* are **first** diagnosed unequivocally and definitively.

### Section 2 – Definitions specific to critical illness insurance coverage

- “Critical illness” means a pathological state stipulated in **Section 3 - List of covered critical illnesses**.
- “Specialist” means a medical doctor who holds a license and has specialized medical training related to a *critical illness* for which the benefit claim is submitted, and who has been certified by a specialty examining board.
- “Survival period” means the 30 days during which *you* must survive after being diagnosed with a *critical illness* before any benefit can be paid under this insurance coverage.

### Section 3 – List of covered critical illnesses

The medical conditions eligible to be considered *critical illnesses* for the purposes of this insurance coverage are described and hold the meaning stipulated herein.

To be recognized, the *illness* must be diagnosed by a *specialist*.

In the event that a *specialist* is not available, and subject to *our* approval, an *illness* can be diagnosed by a licensed *physician* practicing in Canada.

#### Blindness

A definite diagnosis for total and irreversible loss of vision in both eyes, evidenced by:

- the corrected visual acuity being 20/200 or less in both eyes; or
- the field of vision being less than 20 degrees in both eyes.

#### Cerebrovascular accident (resulting in persistent neurological deficits)

A definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis, haemorrhage, or embolism with:

- acute onset of new neurological symptoms; and
- new objective neurological deficits on clinical examination, persisting continuously for more than 30 days following the date of diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing showing changes that are consistent in character, location and timing with the new neurological deficits.

For the purposes of this insurance coverage, neurological deficits must be detectable by a *specialist* and may include, but are not restricted to, measurable loss of hearing, measurable loss of vision, measurable changes in neuro-cognitive function, objective loss of sensation, paralysis, localized weakness, dysarthria (difficulty with pronunciation), dysphasia (difficulty with speech), dysphagia (difficulty swallowing), impaired gait (difficulty walking), difficulty with balance, lack of coordination or new-onset seizures undergoing treatment.

**Exclusions:** No benefit will be payable as per the definition of a “cerebrovascular accident (with persistent neurological deficits)” for:

- transient ischaemic attacks;
- intracerebral vascular events due to trauma;
- ischaemic disorders of the vestibular system;
- death of tissue of the optic nerve or retina without total loss of vision of that eye; or
- lacunar infarcts that do not meet the definition of cerebrovascular accident as described above.

Furthermore, headache and fatigue are not considered neurological deficits.

### **Coronary artery bypass surgery**

The undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s).

**Exclusions:** No benefit will be payable as per the definition of coronary artery bypass surgery for:

- angioplasty;
- intra-arterial procedures;
- percutaneous trans-catheter procedures; or
- non-surgical procedures.

### **Deafness**

A definite diagnosis of the total and irreversible loss of hearing in both ears, with an auditory threshold of 90 decibels or greater within the speech threshold of 500 to 3,000 hertz.

### **Heart Attack (acute myocardial infarction)**

A definite diagnosis of death of heart muscle due to obstruction of blood flow, that results in a rise and fall of cardiac biomarkers to levels considered diagnostic of acute myocardial infarction, with at least one of the following:

- heart attack symptoms;
- new electrocardiographic (ECG) changes consistent with a heart attack; or
- development of new pathological Q waves on ECG following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and/or angioplasty.

**Exclusions:** No benefit will be payable as per the definition of "heart attack (acute myocardial infarction)" for:

- ECG changes suggestive of a prior myocardial infarction;
- other acute coronary syndromes, including angina pectoris and unstable angina; or
- elevated cardiac biomarkers and/or symptoms that are due to medical procedures or diagnoses other than heart attack.

### **Kidney failure**

A definite diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular haemodialysis, peritoneal dialysis or renal transplantation is initiated.

### **Life-threatening cancer**

A definite diagnosis of a malignant tumour. The tumour 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.

A cancer diagnosis must be confirmed by a pathology report.

For the purposes of this insurance coverage:

- T1a or T1b prostate cancer means a clinically inapparent tumour that was not palpable on digital rectal examination and was incidentally found in resected prostatic tissue.
- The term gastrointestinal stromal tumours (GIST) classified as AJCC Stage 1 means:
  - Gastric and omental GISTs that are less than or equal to 10 cm in greatest dimension with five or fewer mitoses per 5 mm<sup>2</sup>, or 50 per HPF; or
  - Small intestinal, esophageal, colorectal, mesenteric and peritoneal GISTs that are less than or equal to 5 cm in greatest dimension with 5 or fewer mitoses per 5 mm<sup>2</sup>, or 50 per HPF.
- The terms Tis, Ta, T1a, T1b, T1 and AJCC Stage 1 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8<sup>th</sup> Edition, 2018.
- The term Rai stage 0 is as defined in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pastemack: Clinical staging of chronic lymphocytic leukemia. Blood 46:219, 1975.

**Exclusions:** No benefit will be payable as per the definition of “life-threatening cancer” for:

- lesions described as benign, non-invasive, pre-malignant, of low and/or uncertain malignant potential, borderline, carcinoma in situ, or tumours classified as Tis or Ta;
- malignant melanoma of skin 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, which includes, but is not limited to, cutaneous T cell lymphoma, basal cell carcinoma, squamous cell carcinoma or Merkel cell carcinoma;
- 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 dimension and classified as T1, without lymph node or distant metastasis;
- chronic lymphocytic leukemia classified as Rai stage 0 without enlargement of lymph nodes, spleen or liver and with normal red blood cell and platelet counts;
- gastro-intestinal stromal tumours classified as AJCC Stage 1;
- grade 1 neuroendocrine tumours (carcinoid) confined to the affected organ, treated with surgery alone and requiring no additional treatment, other than perioperative medication to oppose effects from hormonal over secretion by the tumour; or
- thymomas (stage1) confined to the thymus, without evidence of invasion into the capsule or spread beyond the thymus.

**90-day exclusion period:** No benefit will be payable as per the definition of “life-threatening cancer” if, in the 90 days following the *effective date of insurance*, you are diagnosed with cancer (whether it is covered or not by this insurance).

### **Major organ transplant**

A definite diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary.

To be eligible for this benefit as per the definition of “major organ transplant”, you must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities.

### **Motor neuron disease**

A definite diagnosis of one of the following *illnesses* exclusively: myotrophic Lateral Sclerosis (also known as ALS or Lou Gehrig’s disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy or pseudo bulbar palsy.

### **Multiple sclerosis**

A definite diagnosis, after the *effective date of insurance*, of at least one of the following:

- two or more separate clinical attacks confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination; or,
- a single attack, with objective neurological deficits lasting more than 6 months, confirmed by MRI of the nervous system, showing multiple lesions of demyelination; or,
- a single attack, confirmed by repeated MRI of the nervous system, which shows multiple new lesions of demyelination which have developed at intervals at least one month apart.

For the purposes of this insurance, neurological deficits must be detectable by a *specialist* and may include, but are not restricted to, measurable loss of hearing, measurable loss of vision, measurable changes in neuro-cognitive function, objective loss of sensation, paralysis, localized weakness, dysarthria (difficulty with pronunciation), dysphasia (difficulty speech), dysphagia (difficulty swallowing), impaired gait (difficulty walking), difficulty with balance, lack of coordination or new-onset seizures undergoing treatment.

**Exclusions:** No benefit will be payable for:

- solitary sclerosis;
- clinically isolated syndrome;
- radiologically isolated syndrome;
- neuromyelitis optica spectrum disorders; or
- suspected multiple sclerosis or probable multiple sclerosis.

Furthermore, headache and fatigue are not considered neurological deficits.

### **Paralysis**

A definite diagnosis of the total loss of muscle function of two or more limbs as a result of *injury* or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event.

### **Severe burns**

A definite diagnosis of third degree burns over at least 20% of the body surface.

## **Section 4 – Amount of insurance benefits**

The benefit is payable to the *creditor* named in *your Insurance Application* after the *survival period* and upon receipt of satisfactory medical proof.

The amount of the benefit is equal to the lesser of the following amounts:

1. **For a loan agreement**, the balance of the contract owed on the date on which *you* are diagnosed with a *critical illness* as stipulated in the notice issued by the *creditor*;
2. **For a lease agreement**, the present value of future payments remaining upon the date on which *you* are diagnosed with a *critical illness* and, if *you* opted for this option, the *residual value* indicated in *your Insurance Application*;
3. The initial benefit stipulated in section **F) Insurance coverages** of *your Insurance Application*;
4. The maximum insurable amount stipulated in section **L) Additional eligibility criteria applicable to the critical illness coverage** in *your Insurance Application*.

In all cases, the amount of the benefit includes the insurance premium.

## **Section 5 – Restrictions**

1. When more than one person is insured by this insurance coverage, no more than one benefit is payable, to whomever submitted the benefit claims form first.
2. The insurance benefit in no way covers payments in arrears under the *financing agreement* or any accrued interest thereon.

## **Section 6 – Exclusions**

In addition to the exclusions stipulated in **Section 2 – Exclusions** under **PART 6 – General provisions** herein, no benefit is payable if the *critical illness* results directly or indirectly from :

1. Attempted suicide or intentional self-inflicted *injury*, regardless of *your* state of mind; or
2. *Your* chronic or excessive consumption of alcohol or drugs, use of illicit drugs or substances, or misuse of medication obtained with or without a prescription, unless participating in a rehabilitation program that is approved and monitored by a *physician*.

In addition, no benefit is payable for a *critical illness* for which *you* have already been diagnosed prior to the *effective date of insurance*, even if *you* are totally recovered or in remission at the time of the *effective date of insurance*.

## Part 4 – Accidental dismemberment insurance coverage

### Section 1 – Purpose of coverage

Subject to the other provisions of this certificate, *we* agree to pay an insurance benefit if, while *you* have life insurance coverage, *you* suffer an *accident* that causes losses stipulated in **Section 3 – Conditions for benefit payments**.

### Section 2 – Amount of insurance benefits

If *you* opted for life insurance coverage, *you* are automatically covered by this insurance coverage, subject to other provisions herein.

In the event of accidental dismemberment, the benefit is payable to the *creditor* named in the *Insurance Application* upon receipt of medical proof *we* consider satisfactory.

The amount of the benefit is equal to the lesser of the following amounts:

1. **For a loan agreement**, the balance of the contract owed on the date on which *you* suffer the losses as stipulated in the notice issued by the *creditor*;
2. **For a lease agreement**, the present value of future payments remaining upon the date on which *you* suffer the losses and, if *you* opted for this option, the *residual value* of the life insurance coverage indicated in *your Insurance Application*;
3. The initial benefit of the life insurance coverage stipulated in section **F) Insurance Coverages** of *your Insurance Application*;
4. The maximum insurable amount stipulated in section **J) Additional eligibility criteria applicable to the life insurance coverage** in *your Insurance Application*.

### Section 3 – Conditions for benefit payments

To be eligible for the insurance benefit, *you* must satisfy the following conditions:

1. as result of *injury*, *you* suffer:
  - **two losses** among the following:
    - loss of use of a hand
    - loss of use of a foot
    - loss of a hand and wrist joint after amputation
    - loss of a foot and ankle joint after amputation
  - OR**
  - **one loss** among the following:
    - loss of vision in both eyes (a visual acuity of 20/200 or less, or field of vision of less than 20 degrees)
    - loss of speech for a period of at least 6 consecutive months
    - loss of hearing in both ears, with a hearing threshold of more than 90 decibels.
2. these losses occur in the 365 days following the date on which *you* suffer the *accident* and while *your* life insurance coverage was in effect;
3. these losses did not lead to *your* death.

By “loss” *we* mean complete, permanent, incurable and irreversible loss.

### Section 4 – Restrictions

1. When more than one person is insured by this insurance coverage, no more than one benefit is payable, to whomever submitted the benefit claims form first.
2. The accidental dismemberment insurance benefit in no way covers payments in arrears under the *financing agreement* or any accrued interest thereon.

## Section 5 – Exclusions

In addition to exclusions stipulated in **Section 2 – Exclusions** under **PART 6 – General provisions** herein, no benefit is payable if accidental dismemberment results directly or indirectly from:

1. Attempted suicide or intentional self-inflicted *injury*, regardless of *your* state of mind; or
2. *Your* chronic or excessive consumption of alcohol or drugs, use of illicit drugs or substances, or misuse of medication obtained with or without a prescription, unless participating in a rehabilitation program that is approved and monitored by a *physician*.

Sample

## Part 5 – Temporary insurance agreement during the risk selection process

If *you* must complete a medical questionnaire, in compliance with section **H) Required Medical Questionnaire** in *your Insurance Application*, *you* will be temporarily covered under all insurance coverages *you* have selected for the period during which *we* analyze *your application* as per the terms and conditions herein and:

1. A maximum coverage amount of:
  - a. for life insurance (including accidental dismemberment insurance):
    - i. \$150,000 if *you* are between 18 and 55 years of age
    - ii. \$125,000 if *you* are between 56 and 70 years of age
  - b. for disability insurance:
    - i. \$2,500 if *you* are between 18 and 59 years of age
    - ii. \$1,250 if *you* are between 60 and 64 years of age
  - c. for critical illness insurance:
    - i. \$50,000 if *you* are between 18 and 60 years of age
2. The temporary insurance terminates on the earliest of the following dates:
  - a. the 90<sup>th</sup> day following the date on which *you* signed the *Insurance Application*;
  - b. the date on which *we* accept or deny *your Insurance Application*.

**Exclusion:** Temporary insurance does not apply if *you* complete the *Insurance Application* after the date on which *you* signed the *financing agreement*.

## Part 6 – General provisions (applicable to all insurance coverages)

### Section 1 – Definitions

“Accident” means an unintentional, sudden, unforeseen and unpredictable event:

- that is attributable to a violent external cause; and
- that, directly and independently of any other cause, causes one or more bodily *injuries*.

“Consumer good” means an item that *you* have purchased or leased and for which *you* have signed a *financing agreement*.

“Creditor” means the financing company that grants the loan or lease agreement for *your consumer good*.

“Distributor” refers to the company that sold *you* this insurance.

“Effective date of insurance” means the date on which the insurance takes effect, as stipulated in the *Insurance Application*.

“Family member” means *your* spouse, father, father-in-law, mother, mother-in-law, legal guardian, *your* children and *your* spouse’s children, brothers and sisters, half-brothers and half-sisters, grandchildren, grandparents, father’s spouse, mother’s spouse, sons-in-law, daughters-in-law, uncles and aunts, nephews and nieces.

“Financing agreement” means the loan or lease contract for *your consumer good*.

“Illness” means a deterioration in health or a physical disorder diagnosed by a *physician* and requiring medical treatment.

“Injury” means bodily injury:

- that results directly and solely from an *accident*; and
- that leads to *your total disability*; and
- that is diagnosed by a *physician*.

What is not considered an *injury* is any bodily *injury* resulting from:

- an intentional act; or
- an *illness*; or
- any cause other than an *accident*.

“Insurance Application” means the insurance application *you* signed.

“Physician” means a person other than *yourself* or *family member* or *your* business partner who is licensed to practice medicine in Canada.

“Pre-existing medical conditions” means any health problem that includes, but is not limited to, an *illness*, a *critical illness*, an *injury* or any other affliction, like a psychological, nervous or psychiatric disorder, for which, in the 12 months prior to the *effective date of insurance*:

- *you* received a treatment stipulated in the **List of treatments**; or
- *you* had symptoms that would lead a reasonably cautious person to seek a diagnosis, care or treatment.

#### List of treatments:

- i. A diagnosis
- ii. A medical opinion
- iii. A treatment
- iv. A service
- v. A prescription drug
- vi. A consultation, including a consultation for investigation.

“Residual value” means the predetermined value of the *consumer good* at the end of the lease agreement, as stipulated in this contract.

## Section 2 – Exclusions

No benefit is payable if the death, *total disability*, *critical illness* or accidental dismemberment results directly or indirectly from:

1. a *pre-existing medical condition* (however, this exclusion is voided if the event that is the subject of the claim occurs more than 18 months after the *effective date of insurance*);
2. participating in a criminal act or attempting to commit a criminal offense;
3. assaults that *you* committed;
4. war, whether declared or undeclared, insurrection, rebellion or *your* participation in a riot or popular uprising;
5. travelling or flying in, or descending from any kind of aircraft, other than as a fare-paying passenger, if the aircraft is only used to transport passengers or passengers and cargo;
6. *your* operating of a motor vehicle, vessel, aircraft or railway equipment if:
  - a) *your* blood alcohol level is 80 mg or higher per 100 ml of blood;
  - b) the concentration of a drug in *your* blood is equal to or higher than 5 ng of THC per ml of blood;
  - c) the concentration of a drug in *your* blood is equal to or higher than 2.5 ng of THC per ml of blood, combined with a blood alcohol level that is equal to or higher than 50 mg or higher per 100 ml of blood;
  - d) the presence of any illicit substance in *your* blood;
  - e) *you* are taking medication whose prescription includes a warning against driving a motor vehicle.

## Section 3 – End of insurance

**All the insurance coverages under this certificate will end on the earliest of the following dates:**

1. the date on which the *financing agreement* is modified, refinanced, or declared expired by the *creditor* named in *your Insurance Application*;
2. the date on which the *consumer good* is repossessed, sold or is the subject of a court ruling;
3. the date stipulated in *your financing agreement* on which all payments were paid in full, excluding all arrears and interest thereon;
4. for life insurance, critical illness insurance and accidental dismemberment insurance: the date on which the benefit becomes payable, in compliance with this certificate.

**Life, disability, critical illness, and accidental dismemberment insurance coverages will terminate, independently of each other, on the earliest of the following dates:**

1. the end date of insurance, for each coverage, as stipulated in *your Insurance Application*;
2. the date on which *we* receive a written notice of termination from *you*;  
If more than one person is insured, *you* can terminate:
  - a) *your* insurance only; or
  - b) the entire contract. For the latter, the signature of all insured persons is required;
3. the date on which *you* reach the age at which the insurance is set to terminate, as stated below:
  - a) For **life and accidental dismemberment coverages**: the date of *your* 75<sup>th</sup> birthday;
  - b) For **disability coverage**: the date of *your* 70<sup>th</sup> birthday;
  - c) For **critical illness coverage**: the date of *your* 66<sup>th</sup> birthday.

If the insurance covers more than one person, only the portion applicable to the person who reached the age mentioned above ends.

4. the date on which the maximum term, specific for each insurance coverage, is reached, as stipulated in *your Insurance Application*.

**Disability insurance ends** upon *your* retirement. When more than one person is insured by this insurance coverage, the coverage continues to apply to the person who is not retired.

## Section 4 – Rescission right

Upon receipt of a copy of the *Insurance Application*, you have **20 days** to cancel this insurance, without penalty.

If that is the case, return this certificate to *us* at the following address by recommended mail or any other method that requires a signature at 2525 Laurier Boulevard, Quebec City, Quebec G1V 2L2.

Upon receipt, *we* will cancel *your* insurance retroactively to the *effective date of insurance* and reimburse the premium paid.

## Section 5 – Premium reimbursement

If *your* insurance is terminated or cancelled during the term, *we* will reimburse the premium as follows:

1. The entirety of *your* premium is reimbursed if:

- a) *your Insurance Application* is denied; or
- b) *you* are considered not eligible on the *effective date of insurance*; or
- c) *your* insurance is cancelled in the 20 days following receipt of a copy of the *Insurance Application*.

2. In all other cases, *your* reimbursement is calculated using one of the two calculation methods below, pending receipt of *your* notice of termination:

**Method 1:** The reimbursement is calculated according to **Rule of 78**, reduced by:

- all benefits paid under this insurance certificate; and
- a \$125 termination fee (this fee is applied only once per application).

**Rule of 78** is a standard mathematical formula used in the industry to calculate the unused portion of a premium. It is defined as follows:

$$(\text{Premium} - \text{Policy fee}) \times ((A - B) \times (A - B + 1)) / (A \times (A + 1))$$

where:

A = Term of insurance (in months)

B = Number of months during which the insurance was in effect

Policy fee = \$75

**OR**

**Method 2:** The reimbursement is calculated prorated to the number of months during which the insurance was in effect. The reimbursement of the premium will not be reduced by any benefit paid or any termination fee. Moreover, the policy fee will not be deducted from the premium when calculating the premium reimbursement.

Method 2 applies to the following *creditors*: Ford Credit Canada, Lincoln Automotive Financial Services, Volkswagen Credit Canada, Toyota Credit Canada, Financial Services Nissan Canada and Honda Canada Finance. To find out *your* reimbursement amount, please call *us* at 1-877-451 3888.

If *you* send *us* proof that all *your financing agreement* payments have been made, the premium reimbursement will be made directly to *you*. In all other cases, the reimbursement of premiums is made to the *creditor* to reimburse *your financing agreement*, whether in whole or in part.

**Restriction:** In all cases, the reimbursement amount must be at least \$5 to be reimbursed.



**A cancellation** retroactively ends a policy, as though it never existed.

**A termination (end of insurance)** ends a policy on a given date (after it has taken effect). The policy is no longer in effect, but it doesn't erase the past.

## Section 6 – Benefit claims

For the purposes of this section, the words *you*, *your* or *yours* can also refer to *your* estate in the event of *your* death. *You* must call 1-877-451-3888 (toll free) to obtain a benefit claims form.

In addition to the benefit claims form, please provide all corroborating documents.

To make it easier to process *your* claim, please provide the following documents to *us* by their respective deadlines:

1. For life and accidental dismemberment insurance, by **no later than one year** after the date of death or loss;
2. For disability insurance, by **no later than 90 days** after the start of *total disability*;
3. For critical illness insurance, by **no later than one year** after the date of the *critical illness* diagnosis.

If proof is required to process a benefit claim and it is not provided to *us*, the claim could be denied.

*We* will examine the benefit claim upon receipt and send a response within 30 days, provided all the necessary documents have been received.

If *we* consider the benefits to be payable based on the information provided, *we* will issue a cheque payable to the *creditor* in the 30 days following receipt of the benefit claim and send *you* a confirmation of benefit payment.

If the benefit claim is denied, *you* (or *your creditor*) can request a review of *your* file. To do so, *you* must:

1. explain why *you* want the claim to be reviewed; and
2. append all additional corroborating documents to *your* request for review.

If *you* are still unsatisfied with the decision rendered after review, *you* may also submit an official complaint to *our* Complaint Handling Department. To find out how, please call 1-855-425-0922.

A summary of *our* complaint handling policy is available here: <https://ssq.ca/en/information-customers/complaints>.

*You* can also contact the Autorité des marchés financiers (AMF).

## Section 7 – False declarations on important facts, your health or your medical information

The information *you* provide *us* must always be factual and complete.

This insurance certificate is based on the information provided in *your Insurance Application* or related to the latter (including the answers to the medical questionnaire, if any). When *you* complete the *Insurance Application* and answer the medical questionnaire, *your* answers must be factual and complete. In the case of a benefit claim, *we* audit this information. If one of *your* answers is not factual or incomplete:

1. *your* coverage could be cancelled;
2. *your* benefit claim could be denied.

## **Section 8 – Notice of constitution of a file and personal information use**

### **Notice of constitution of a file**

The protection of the personal information is very important to *us*. To safeguard the confidentiality of this information, *we* create files in which to keep *your* information. All the information that is gathered over time, whether during the *Insurance Application*, a modification or a claim, will be added to *your* file. Subject to applicable legislation, access to these files is restricted to *our* employees, service providers or agents and any other person *you* will have authorized when required for carrying out their duties.

*Your* file will be kept at *our* offices or those of an authorized third party. *You* have the right to consult the personal information in *your* file and, if necessary, have this information rectified by submitting a request in writing to the Personal Information Protection Officer at the address below.

### **Collection and use of *your* personal information**

*We* only gather information that is needed to manage and administer *our* business relationship with *you* as well as any other information obtained through *your* interactions with *us*.

The personal information *we* gather, store and use enables *us* to verify *your* identity, validate *your* eligibility for products and services, estimate *your* insurance risk, calculate a premium, process *your* claims, manage *your* file and satisfy all legal requirements. This information can be used for statistical purposes in order to help *us* improve *our* products, services, campaigns or promotions. If *you* give *us your* social insurance number, it will only be used for administrative and taxation purposes.

### **Personal Information Protection Officer**

SSQ, Life Insurance Company Inc., 2525 Laurier Blvd., P.O. 10500, Stn Sainte-Foy, Quebec City, Quebec G1V 4H6

**For more information on *our* Personal Information Protection Policy, go to [ssq.ca](http://ssq.ca).**

Sample

# 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. 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 10-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: SSQ, Life Insurance Company Inc.  
2525 Laurier Boulevard, Quebec City Quebec G1V 2L2

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)*

\_\_\_\_\_  
*(applicant's name)*

\_\_\_\_\_  
*(applicant's signature)*