

The Canada Life Assurance Company Certificate of Insurance

Group Policyholder: President's Choice Bank Group
Master Policy Number: G/H 60490

Monthly Premium Charge: \$0.99 (plus applicable taxes) per \$100.00 of the Account's statement balance.

This optional insurance is designed to cover losses arising from sudden and unforeseeable circumstances. Coverage is subject to certain limitations and exclusions, including but not limited to a Pre-Existing Conditions exclusion which applies to medical conditions and/or symptoms that existed prior to Your Effective Date.

This Certificate of insurance contains information about Your account balance protection insurance. Please read it carefully and keep it in a safe place. President's Choice Bank receives an administration fee from The Canada Life Assurance Company to distribute account balance protection insurance.

Please refer to the definitions section for the meanings of words which begin with a capital letter. This Certificate describes coverage under the non-participating Group Master Policy No. G/H 60490 (the "Group Master Policy") issued to President's Choice Bank (the "Policyholder") by The Canada Life Assurance Company ("CLA"). The Group Master Policy provides the insurance described below for President's Choice Financial MasterCard Cardholders, if enrolled. The records maintained at the offices of the Policyholder as to who is a Cardholder and as to the status of his/her Account shall determine the status of any insurance provided under the Group Master Policy with respect to any individual. The terms and conditions of the Group Master Policy are summarized in this Certificate, which is incorporated into and forms a part of the Group Master Policy. In addition, the benefits are subject to all of the terms and conditions of the Group Master Policy, which is on file with the Policyholder. No person is eligible for coverage under more than one CLA Certificate of Insurance under this Group Master Policy. In the event that any person is recorded by CLA as an "Insured Person" under more than one such Certificate or Policy, such person shall be deemed to be insured only under the Certificate or Policy which affords that person the greatest amount of insurance coverage. In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by this Certificate of insurance. The Canada Life Assurance Company Creditor Insurance office is located at 330 University Avenue, Toronto, Ontario, M5G 1R8.

Definitions

"Accident" means a sudden, unexpected and unforeseeable cause of injury from an external, visible and violent outside source.

"Accidental Bodily Injury" means bodily injury caused by an Accident occurring while the insurance evidenced by this Certificate of insurance is in force, which results, within three hundred and sixty-five (365) days after the date of the Accident, directly in any of the Losses to which the insurance applies, and is independent of disease, bodily infirmity or all other causes.

“Account” means the Cardholder’s President’s Choice Financial MasterCard Account which is in Good Standing with the Policyholder.

“Cardholder Agreement” means the agreement made between the Cardholders and the Policyholder with respect to the President’s Choice Financial MasterCard, as may be amended from time to time.

“Cardholder(s)” means the Primary Cardholder and/or Eligible Authorized User.

“Certificate” means this Certificate of insurance.

“Claimant” means a person who makes a claim under the Policy.

“Dangerous Sport or Activity” means a sport or activity involving danger, or having danger as a characteristic.

“Date of Occurrence” means the date when the Insured Person’s Involuntary Unemployment, Disability or Hospitalization commences or the date of the Insured Person’s death or dismemberment, as applicable.

“Disabled” or **“Disability”** means the condition of being prevented, as a result of Accidental Bodily Injury or sickness, from engaging, for compensation or profit, in any business, employment or occupation for which the Insured Person is reasonably suited by education, training and experience.

“Dollars” and **“\$”** mean Canadian dollars.

“Effective Date” means the date You are enrolled for coverage by the Policyholder, which is the date set out in the enrolment letter enclosed with this Certificate.

“Eligible Authorized User” means the Spouse of the Primary Cardholder who has been issued an authorized user President’s Choice Financial MasterCard by the Policyholder on the same Account as the Primary Cardholder and whose Account is in Good Standing.

“Gainfully Employed” and **“Gainful Employment”** mean working on a permanent full-time basis for salary or wages at a minimum of 30 hours per week for at least 3 consecutive months with the same employer. Self-employment or Seasonal Employment is not included in this definition.

“Good Standing” means being in full compliance with all of the provisions of the Cardholder Agreement in force between the Cardholder and the Policyholder, as amended from time to time.

“Hospitalization” means the admission into a legally constituted institution for the care and treatment, on an in-patient basis, of sick and injured persons. Such a facility must be staffed by licensed Physicians with 24-hour nursing services provided by licensed, certified and registered nurses operating under the direction of a licensed Physician. The term “Hospitalization” as used in this Certificate does not include admission into a nursing or rest home, home for custodial care of the aged or chronically ill, or a sanatorium or detoxification facility for the treatment of alcohol or substance abuse. “Hospitalized” has a corresponding meaning.

“Insured Person” means the eligible Primary Cardholder, and with respect to the Death and Accidental Dismemberment Benefits only, it shall also include any Eligible Authorized User.

“Involuntary Unemployment” or **“Involuntarily Unemployed”** means involuntary termination of the Insured Person’s full-time (at least 30 hours per week) permanent employment, other than an excluded basis for termination of employment described in the “Exclusions for Involuntary Unemployment Benefits” section below.

“Loss”, as used with reference to a hand or foot, means severance at or above the wrist or ankle joint; as used with reference to an eye, means total and irrecoverable Loss of the entire sight of both eyes.

“Monthly Premium Charge” means the Monthly Premium Charge for this account balance protection insurance coverage, specified under the general provisions of this Certificate, as it may be amended from time to time.

“Physician or Surgeon” means a Physician or Surgeon licensed to practise in Canada and who is not the Insured Person or a member of the Insured Person’s immediate family.

“Policy” means Group Master Policy No. G/H 60490 issued by The Canada Life Assurance Company to the Policyholder.

“Policyholder” means President’s Choice Bank.

“Pre-Existing Condition” means a disease or Accidental Bodily Injury which manifests itself to the Insured Person, requiring medical diagnosis, treatment, consultation, care, services (including diagnostic measures) or prescribed medication, or for which a reasonably prudent person would have sought diagnosis, treatment, care, consultation, services or medication within the six months prior to the Effective Date of this Certificate.

“President’s Choice Financial MasterCard” means a President’s Choice Financial MasterCard card issued by the Policyholder.

“Primary Cardholder” means any natural person ordinarily resident in Canada who is issued a primary President’s Choice Financial MasterCard by the Policyholder and whose Account is in Good Standing.

“Seasonal Employment” means a situation in which normal employment is subject to seasonal conditions, and lay-off or work suspension is a regular and anticipated part of the work schedule.

“Spouse” means the person who is legally married to the Primary Cardholder or, otherwise, the person who has been living in a conjugal relationship with the Primary Cardholder for a continuous period of at least one (1) year and who resides in the same household as the Primary Cardholder. A Primary Cardholder may only have one Spouse.

“We”, “Our” or “Insurer” means The Canada Life Assurance Company.

“You” or “Your” means the eligible Primary Cardholder who is insured, i.e., covered under the Policy.

General Provisions

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of insurance.

Eligibility to Enrol: The Primary Cardholder is eligible to be enrolled under the Group Policy if his or her Account is in Good Standing and provided the Primary Cardholder is under age “sixty five” (65). If a Primary Cardholder is enrolled in accordance with these requirements, an Eligible Authorized User is automatically covered for death and Accidental dismemberment benefits. There are additional benefit eligibility requirements, exclusions and limitations which apply to each benefit. Please consult these requirements in the specific benefit section set out below.

Monthly Premium Charge: The Monthly Premium Charge for the coverage is \$0.99 per \$100.00 of the Account’s current “month ending” balance, including any balance for deferred purchases. For example, if the balance on your monthly statement was \$300, the cost would only be \$2.97 plus tax. Such Monthly Premium Charge is subject to change as provided in the Group Master Policy, and the Primary Cardholder will be advised in writing at the most recent address on file with CLA of any change. All premium payments will be automatically charged to the Account. The Policyholder shall furnish the Primary Cardholder with an Account statement each month which will show the amount of premium charged.

Maximum Benefit: If an Insured Person is entitled to more than one benefit provided for herein contemporaneously with any other benefit provided for herein, then such Insured Person shall be deemed to be entitled only to that benefit which affords the Insured Person the greatest amount of insurance coverage.

Purchases during Claim Period: Coverage shall not extend to any purchases made on the Account while the Insured Person is receiving benefits under this Certificate.

Notice of Claim: When a claim arises, the Claimant must give written notice of claim to CLA within 30 days after the Date of Occurrence, or as soon as is reasonably possible thereafter. Written notice of claim should be sent to the President's Choice Financial Account Balance Protection Insurance Claims Department, 330 University Avenue, Toronto, Ontario, M5G 1R8, or by calling 1 877 789 4182. If the Group Master Policy is terminated and written notice of the claim is not provided to CLA through the claims administrator within six months after the Date of Occurrence, the claim shall be invalid.

Claim Forms: CLA, upon receipt of a written notice of claim, will furnish to the Claimant the appropriate claim forms. If such forms are not furnished within fifteen (15) days after the giving of such notice, the Claimant may submit proof of claim in the form of a written statement of the cause or nature of the event giving rise to the claim in full detail.

Proof of Claim: The appropriate CLA claim forms or other satisfactory written proof of claim must be provided to CLA at the address set out above within ninety (90) days after the Date of Occurrence. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible, but in all events such proof must be given to CLA within one (1) year from the date on which the claim arises.

Examination and Autopsy: CLA, at its own expense, shall have the right and opportunity to examine any Insured Person whose illness or injury is the basis of a claim hereunder when and so often as it may reasonably be required during pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

No Effect on Worker's Compensation: This Certificate is not in lieu of and does not alter any requirement for coverage under any worker's compensation legislation for the Insured Person.

Notices: Notice of any changes to the terms of this Certificate of Insurance or of any applicable fees or to inform You of the termination of this service will be provided to You in accordance with applicable laws.

Termination of Coverage: All insurance coverage provided for herein shall automatically terminate at 12:01 a.m. on the earliest of the following dates:

- a) the next Account statement date after cancellation is requested by the Primary Cardholder;
- b) the date Your Account is more than 90 days delinquent or You are more than 90 days late in making any required payments, including the Monthly Premium Charge;
- c) the date the Account is terminated;
- d) the date of termination or cancellation of the Group Master Policy, if 30 days, notice is given to You by mail at Your last known address on file with CLA;
- e) the date of the Primary Cardholder's death;
- f) the date of Your 65th birthday for Disability and Involuntary Unemployment; or
- g) the date of Your 70th birthday for all other coverages.

Cancellation of Coverage: This coverage is not mandatory. You may cancel coverage under this Certificate at any time by calling 1 866 246 7262. If President's Choice Bank receives Your request for cancellation within 30 days of the Effective Date, Your Account will be credited for any premium collected and insurance will be deemed never to have been in force. Otherwise, coverage will be terminated as of the end of the statement period in which cancellation was requested, and one last premium will be charged.

Misstatement of Age: If the age of any Insured Person is misstated, the benefits payable hereunder shall be the benefits payable under this Certificate at the correct age of such Insured Person. An appropriate adjustment in the insurance charges shall also be made if necessary.

Misrepresentation and Fraud: Any false or incomplete statement by an Insured Person with respect to this insurance may cause coverage to be void.

Assignment: This Certificate may not be assigned.

Clerical Error: The records maintained by CLA, whether in hard copy or machine-readable form, shall be *prima facie* conclusive of all matters pertaining to this Certificate. However, clerical error on the part of CLA or their administrators in maintaining records in connection with the insurance provided for by this Certificate shall neither invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of such an error, an equitable adjustment shall be made, and if a refund is deemed by CLA to be appropriate in the circumstances, such refund will be paid to the Insured Person on his/her Account.

Legal Action: Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

Conformity with Statutes: Any part of this Certificate which, on its Effective Date, conflicts with the federal statutes or statutes of the province where it is delivered to You will be changed to conform to the minimum standards of those statutes.

1. Death and Accidental Dismemberment Benefits For Primary Cardholder and Eligible

Authorized Users:

Benefit upon Death: If an Insured Person (a) dies; (b) at the date of death is less than 70 years of age; and (c) such death is not otherwise excluded in the "Exclusions for Death and Accidental Dismemberment" section of this Certificate, the Insured Person shall be entitled to a benefit and CLA will pay to the Policyholder any balance owing under the Account outstanding as at the date of death up to a maximum of \$15,000.

Benefit for Accidental Dismemberment: If an Insured Person under the age of 70 sustains an Accidental Bodily Injury which results within 365 days after the date of the Accident, directly and independently of all other causes, in the Loss of a hand, foot or sight of both eyes and the Loss is not otherwise excluded in the "Exclusions for Death and Accidental Dismemberment" section of this Certificate, CLA will pay to the Policyholder any balance owing under the Account outstanding as at the date of the Accident up to a maximum of \$15,000, regardless of whether more than one Loss to an individual results from any one Accident.

Death and Accidental Dismemberment:

EXCLUSIONS

No benefits shall be paid for any Loss or death arising from, attributable to, associated with or resulting from:

- a) suicide within two (2) years of the Effective Date of this Certificate;
- b) attempted suicide, or intentionally self-inflicted injuries while sane or insane;
- c) war, declared or undeclared, or any act thereof;
- d) participation in any speed contest;
- e) air travel as a pilot or crew member of any device for aerial navigation;
- f) commission or attempted commission of a criminal offence; or
- g) operating any motorized vehicle or engaging in any Dangerous Sport or Activity while under the influence of alcohol or drugs.

2. Involuntary Unemployment Benefit For Primary Cardholders:

Benefit for Involuntary Unemployment: In the event that the Insured Person has become Involuntarily Unemployed prior to age 65, CLA will pay to the Policyholder monthly payments corresponding to 3% of Your balance, or if Your balance is \$10 or less, one payment of the full balance owing on Your Account at the date of Involuntary Unemployment. Payments for Involuntary Unemployment benefits will commence from the 31st day after the Date of Occurrence of Involuntary Unemployment and are retroactive to the Date of Occurrence. Monthly payments will continue until the earlier of:

- a) the statement following the Insured Person's return to work;
- b) the entire outstanding balance as at the date of Involuntary Unemployment for the Account has been paid by CLA;
- c) 24 consecutive monthly payments have been made by CLA; or
- d) the 65th birthday of the Insured Person.

Additional limitations and exclusions are contained in the "Exclusions for Involuntary Unemployment Benefits" section of this Certificate.

Eligibility: To qualify for benefits for Involuntary Unemployment, the Insured Person must:

- a) be 64 years of age or younger and have been Gainfully Employed as of the date of the Involuntary Unemployment;
- b) verify to the satisfaction of CLA that he/she is registered and eligible for Employment Insurance (EI) benefits with Human Resources Development Canada ("H.R.D.C.") or its successor. Registration must be made within 15 days after the date of the Involuntary Unemployment and must continue so long as the Insured Person remains eligible for EI benefits.

Payment of benefit beyond the period of the Insured Person's eligibility for EI benefits will be subject to provision by the Insured Person, at his/her own expense, of evidence satisfactory to CLA of the Insured Person's continuing and complete Involuntary Unemployment.

Involuntary Unemployment Benefits:

EXCLUSIONS

No benefits shall be paid for any Involuntary Unemployment of an Insured Person due to:

- a) unemployment for any reason beginning within 30 days from the Effective Date of coverage;
- b) unemployment known by the Insured Person to be impending at the time of application for the insurance;
- c) normal seasonal unemployment or self-employment;

- d) strikes, lockouts or labour disputes, whether or not the Insured Person participates voluntarily;
- e) Accident or illness, mental or physical, of the Insured Person;
- f) discharge for cause by the Insured Person's employer;
- g) leave of absence, including maternity or parental leave;
- h) voluntary unemployment;
- i) commission or attempted commission of a criminal offence;
- j) unemployment from employment which is temporary or part-time;
- k) retirement or early retirement, whether voluntary or mandatory;
- l) Disability; and
- m) abuse of drugs or alcohol.

3. Disability and Hospitalization Insurance For Primary Cardholder:

Benefit for Disability: If the Insured Person shall become continuously Disabled prior to age 65 while Gainfully Employed and shall be regularly attended by a Physician or Surgeon, and shall remain Disabled for more than 30 consecutive days, CLA will pay to the Policyholder a monthly payment corresponding to 3% of the balance owing on Your Account at the Date of Occurrence of Disability or, if Your balance is \$10 or less, one payment of the full balance. Payments for Disability benefits will commence 31 days after the first day of Disability, are retroactive to the Date of Occurrence and will continue monthly during the term of the Disability until the earlier of:

- a) the statement following the Insured Person's return to work;
- b) the entire outstanding balance as at the date of Disability and/or Hospitalization for the Account has been paid by CLA;
- c) 24 consecutive monthly payments have been made by CLA;
- d) the 65th birthday of the Insured Person; or
- e) the date the Insured Person ceases to be Disabled or fails to provide satisfactory proof of Disability when requested. Additional limitations and exclusions are contained in the "Exclusions for Disability and Hospitalization Benefits" section of this Certificate.

Proof of Disability: To qualify for the Disability benefits provided under this Certificate, the Insured Person must have an attending Physician or Surgeon submit a statement to CLA which confirms, to the satisfaction of CLA, that the Insured Person was Disabled and unable to resume Gainful Employment because of the described Disability. CLA may require additional certification of continuous Disability to commence or continue the Disability benefits provided under this Certificate. Forms will be provided by CLA; however, any charges for their completion will be the responsibility of the Insured Person.

Benefit for Hospitalization: If an Insured Person becomes Hospitalized prior to age 70 as the result of Accidental Bodily Injury or sickness and remains so Hospitalized for more than 7 consecutive days, CLA shall pay to the Policyholder a benefit. The benefit shall be the lesser of \$500 or one payment corresponding to 3% of the balance owing on Your Account as set out in the most recent statement issued by the Policyholder to the Primary Cardholder prior to the commencement of such Hospitalization or, if the balance is \$10 or less, the full balance. Additional limitations and exclusions are contained in the "Exclusions for Disability and Hospitalization Benefits" section of this Certificate.

Proof of Hospitalization: In order to qualify for the Hospitalization benefits provided under this Certificate, the Insured Person must submit, at his/her expense, proof of Hospitalization from the hospital which confirms, to the satisfaction of CLA, that the Insured Person was Hospitalized during the period covered under the claim.

Disability and Hospitalization Coverage:

EXCLUSIONS

No benefits shall be paid for Disability or Hospitalization arising from, attributable to, associated with or resulting from:

- a) Pre-existing Conditions resulting in a claim within six (6) months following the Effective Date of this Certificate;
- b) normal pregnancy or childbirth;
- c) intentionally self-inflicted injuries;
- d) foreign travel or residence outside Canada or the United States;
- e) flight on non-scheduled aircraft;
- f) any act of declared or undeclared war;
- g) military service;
- h) attempted suicide;
- i) the commission or attempted commission of a criminal offence; or
- j) abuse of drugs or alcohol, unless You are participating in a program of rehabilitation and the confinement program is supervised by a licensed Physician.

Other Information: You have the right to examine and obtain a copy of the Policy and certain other written statements or records You have submitted to Canada Life (if any), subject to certain access limitations.

Privacy and Security: At The Canada Life Assurance Company (Canada Life), We recognize and respect the importance of privacy. When You apply for coverage, We establish a confidential file that contains Your personal information. This file is kept in the offices of Canada Life or the offices of an organization authorized by Canada Life. You may exercise certain rights of access and rectification with respect to the personal information in Your file by sending a request in writing to Canada Life. Canada Life may use service providers located within or outside Canada. We limit access to personal information in Your file to Canada Life staff or persons authorized by Canada Life who require it to perform their duties, to persons to whom You have granted access, and to persons authorized by law. Your personal information may be subject to disclosure to those authorized under applicable law within or outside Canada. We collect, use and disclose the personal information to administer the financial product(s) applied for, including investigating and assessing claims, and creating and maintaining records concerning Our relationship. For a copy of Our Privacy Guidelines, or if you have questions about Our personal information policies and practices (including with respect to service providers), write to Canada Life's Chief Compliance Officer or refer to www.canadalife.com.

With respect to Your President's Choice Financial MasterCard Account, Your personal information is also collected, used and disclosed in accordance with the President's Choice Financial Privacy Policy, which can be obtained at www.pcfincancial.ca or by writing to: Privacy Officer, 25 York Street, P.O. Box 201, 7th floor, Toronto, Ontario, M5J 2V5.



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