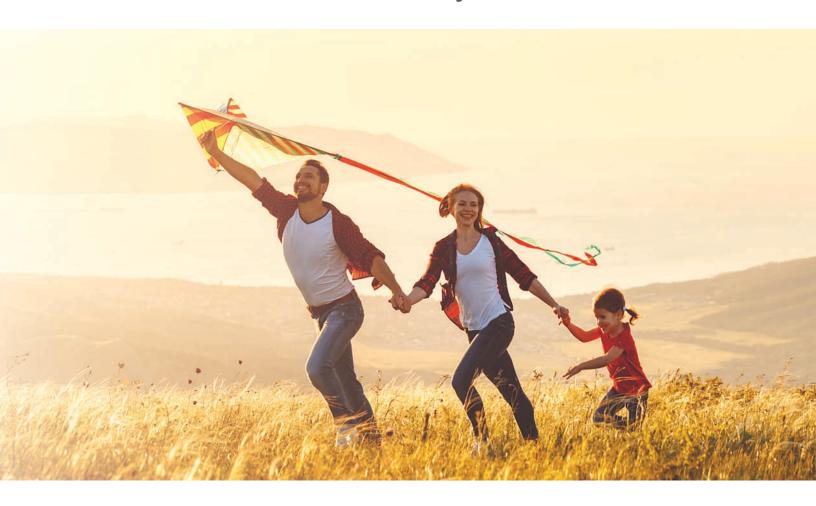
# **PRODUCT SUMMARY**

FC First Rate Credit Life & Disability Insurance, Form F9201QE



### Offered through the following distributor:

Place label for Distributor here:

\*\*\* Label must include name, address,
email, phone, fax of Distributor.

## Offered by:



### **Questions? Concerns? Contact FCIC:**

320 Sioux Road, Sherwood Park, Alberta T8A 3X6

- **Toll Free:** 1-800-561-3242
- Local: 780-467-9575
- **Fax:** 780-467-4016
- Email: insurance@firstcanadian.ca
- AMF License #: 12007

# PRODUCT SUMMARY FC First Rate Credit Life & Disability Insurance

This summary is not your insurance policy. Please refer to the Application and Certificate of Insurance for complete terms, conditions, limitations and exclusions. Definitions for any terms showing in bold and italics can be found in the "Definitions" section of the Application and Certificate of Insurance.

## WHO CAN BENEFIT? Coverage is designed for you if:

#### Life Insurance

- · you have financed or leased a vehicle,
- you are in general Good Health,
- you are 18 years or older, but not yet 70, and
- you want to ensure your family doesn't have to worry about a debt in the event of your death.

#### **Disability Insurance**

- · you have financed or leased a vehicle,
- you are in general Good Health,
- you are 18 years or older, but not yet 66, and
- you are currently working, but worry about making your payments if you get sick or injured.

Please see the "Eliqibility of Persons Covered" section of the Application and Certificate of Insurance for full eligibility requirements.

**WARNING:** FCIC relies on your certification that you are in *Good Health* in accepting your application for insurance. If you make any fraudulent misrepresentations regarding your *Good Health*, FCIC has the right to void your insurance and retain all premiums. If you are uncertain about being in *Good Health* at the time of purchase, please contact FCIC at 1-800-561-3242 to speak to one of our representatives.

## **WHAT ARE THE BENEFITS?**

#### Life Insurance

- Designed to protect your estate by reducing or eliminating the balance remaining on your loan or lease if you die before you have paid it back in full.
- Customize your plan:
  - ✓ Customer only, Co-Signer only and Joint coverage plans available
  - ✓ Choose between:
    - Accidental Life Insurance pays up to \$50,000 off your insured loan or lease in the event of your *Accidental Death*.
    - Enhanced Life Insurance pays up to \$50,000 off your insured loan or lease in the event of your death (whether the cause is accidental or not).
  - ✓ Choose the Maximum Benefit that best suits your needs (7 coverage levels available ranging from \$20,000 to \$50,000).

#### **Disability Insurance**

- Designed to protect you and your family by covering a portion or all of your regular loan or lease payment while you are sick or hurt and cannot work.
- Customize your plan:
  - Customer only, Co-Signer only and Joint coverage plans available
  - ✓ Choose between:
    - Accidental Disability Insurance makes up to 12 benefit payments against your insured loan or lease if you become Accidentally Disabled and cannot work.
    - Enhanced Disability Insurance makes up to 12 benefit payments against your insured loan or lease if you become *Totally Disabled* and cannot work.
  - ✓ Choose the Maximum Benefit that best suits your needs (7 coverage levels available ranging from \$400/mth to \$1,000/mth).

## **WHAT DOES IT COST?**

Age, gender, health and occupation do not affect your insurance premium. Coverage plans are provided at a fixed, flat-rate cost as outlined in the following tables. Premium is added to the principal amount of your loan or lease so premium payments are included in your regular monthly payment amount. Applicable provincial sales tax on insurance premiums will be added to the cost of your insurance.

	Enhanced Life	Enhanced Disability		
	Maximum Benefit of \$20,000	Max. Benefit of \$400/mth up to 12 mths		
Single	\$1,200	\$1,200		
Joint	\$1,800 \$1,800			
	Maximum Benefit of \$25,000	Max. Benefit of \$500/mth up to 12 mths		
Single	\$1,500	\$1,500		
Joint	\$2,250	\$2,250		
	Maximum Benefit of \$30,000	Max. Benefit of \$600/mth up to 12 mths		
Single	\$1,800	\$1,800		
Joint	\$2,700	\$2,700		
	Maximum Benefit of \$35,000	Max. Benefit of \$700/mth up to 12 mths		
Single	\$2,100	\$2,100		
Joint	\$3,150	\$3,150		
	Maximum Benefit of \$40,000	Max. Benefit of \$800/mth up to 12 mths		
Single	\$2,400	\$2,400		
Joint	\$3,600	\$3,600		
	Maximum Benefit of \$45,000	Max. Benefit of \$900/mth up to 12 mths		
Single	\$2,700	\$2,700		
Joint	\$4,050	\$4,050		
	Maximum Benefit of \$50,000	Max. Benefit of \$1000/mth up to 12 mths		
Single	\$3,000	\$3,000		
Joint	\$4,500	\$4,500		

	Accidental Life	Accidental Disability		
	Maximum Benefit of \$20,000	Max. Benefit of \$400/mth up to 12 mths		
Single	\$900 \$900			
Joint	\$1,350	\$1,350		
	Maximum Benefit of \$25,000	Max. Benefit of \$500/mth up to 12 mths		
Single	\$1,125	\$1,125		
Joint	\$1,688	\$1,688		
	Maximum Benefit of \$30,000	Max. Benefit of \$600/mth up to 12 mths		
Single	\$1,350	\$1,350		
Joint	\$2,025	\$2,025		
	Maximum Benefit of \$35,000	Max. Benefit of \$700/mth up to 12 mths		
Single	\$1,575	\$1,575		
Joint	\$2,363	\$2,363		
	Maximum Benefit of \$40,000	Max. Benefit of \$800/mth up to 12 mths		
Single	\$1,800	\$1,800		
Joint	\$2,700	\$2,700		
	Maximum Benefit of \$45,000	Max. Benefit of \$900/mth up to 12 mths		
Single	\$2,025	\$2,025		
Joint	\$3,038	\$3,038		
	Maximum Benefit of \$50,000	Max. Benefit of \$1000/mth up to 12 mths		
Single	\$2,250	\$2,250		
Joint	\$3,375	\$3,375		

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#### **GOOD TO KNOW:**

- This insurance provides coverage for the term or your loan or lease to a maximum of 96 months.
- Your insurance will terminate at the expiry of the insurance term, or upon the eldest insured's 73rd birthday, even if you have not repaid your loan or lease in full. For Accidental & Enhanced Life Insurance, the highest coverage level available to you is the *Maximum Benefit* level in to which your amount financed falls. Benefits may not fully cover your obligations under the finance or lease contract if you choose a *Maximum Benefit* level that is less than your amount financed.
  - Example: If your amount financed is \$32,000, you can choose a Maximum Benefit level of \$35,000 or any of the lesser Maximum Benefit levels
- For Accidental & Enhanced Disability Insurance, The highest level available to you is the **Maximum Benefit** level in to which your monthly loan or lease payment falls. Benefits may not fully cover your obligations under the finance or lease contract if you choose a **Maximum Benefit** level that is less than your monthly loan or

Example: If your monthly loan payment is \$650/month, you can choose a Maximum Benefit level of \$700/month or any of the lesser Maximum Benefit levels.

The following is a summary of exclusions and limitations to this coverage. For full details, please refer to the "Exclusions and Limitations" section of the Application and Certificate of Insurance

Exclusions - FCIC will not pay claims resulting from any of the following:

- A Pre-Existing Illness, Disease, or Physical Condition occurring within the first 24 months of coverage Any surgery scheduled before purchasing this coverage
- Cosmetic or elected surgery
- War or any act of war An act of terrorism
- Any pandemic-like outbreak
- Suicide occurring within the first 24 months of coverage (exceptions made for medically assisted suicide)
- An intentionally self-inflicted injury

- Operation of a motor vehicle while impaired beyond the legal limit
- Participation in a criminal act
- Intentional taking of a poisonous gas or substance Illness, disease, or death resulting from un-prescribed alcohol or drug use
- Problem or compulsive gambling
- HIV or AIDS
- Travel in or descent from any kind of aircraft (except as a passenger on a commercial flight) Not following reasonable medical treatment as prescribed by a doctor
- Accidental Disability or Total Disability resulting from pregnancy, childbirth, or termination of

#### Limitations:

- No more than 12 benefit payments will be made in total for the full term of your policy for disability claims.
- If you choose Enhanced Disability Insurance, no more than 6 benefit payments will be made in total for the full term of your policy for claims resulting from nervous, mental, psychological, or psychiatric conditions. These types of conditions do not qualify for benefits under Accidental Disability Insurance.

  No more than 2 benefit payments will be made for disability claims resulting from disease or disorder of the neck or back, unless you are under the care of
- a Specialist.

## MAKING A CLAIM To get Life or Disability Insurance Claim Application forms:









Call FCIC's Life and Disability Claims Department at 1-800-561-3242

Email insclaims@firstcanadian.ca

Visit FCIC's website at www.firstcanadian.ca

Contact the dealership where you purchased the insurance

You (or your estate) will need to fill out a Claimant's Statement to provide general details about the claim and an Information Release Form so that we can obtain additional information on your behalf if necessary. You will also need to have your doctor complete a form, and your employer (in the case of a Disability claim).

There is a 3-year time limit for making a life insurance claim, and a 1-year time limit for making a disability insurance claim. Additionally, if Disability claim forms are received more than 90 days after your **Accidental Disability** or **Total Disability** begins, benefit payments will be paid from no earlier than 90 days prior to the date that claim forms were received.

Benefit decisions are provided in writing within 30 days of receiving the information required to make a decision. As soon as claims are approved, FCIC sends benefit payments directly to your lender on your behalf. In the event a claim is denied, FCIC will provide the reason for the denial in writing.

You can appeal FCIC's decision if the initial claim is denied by writing to the Claims Manager and providing additional information or documentation to support your position, which was not submitted with the original claim. Please see the Complaints section on our website for our full Complaints Handling Protocol.

# CANCELLATION OF INSURANCE: 30-day no penalty cancellation period.

You may cancel your insurance coverage at any time during the term of the policy. You are entitled to a full refund of premium if cancellation is requested within 30 days of purchase. We require a "Termination of Coverage" form to be completed, which you can obtain from our office or from the dealership where the insurance was purchased. You can also use the Notice of Rescission of an Insurance Contract, which will be provided to you with your Certificate of Insurance.

Refunds are calculated using the following formula:

(Premium x "Rule of 78"  $\times$  80%) less any paid claims, less an administration fee of \$50 per coverage type.

The "Rule of 78" is an industry standard mathematical formula defined as:

 $((A-B) \times (A-B+1))/(A \times (A+1))$ 

where 'A' equals the term of insurance in months and 'B' equals months of insurance used.

Example: A customer purchased 84 months of Enhanced Disability Insurance with a Maximum Benefit of \$700/month at a cost of \$2,100. The policy has been in force for 24 months when the customer decides it is no longer needed. No claims had ever been made under the policy

In calculating this customer's refund, A = 84 and B = 24.

Rule of  $78 = ((84-24) \times (84-24+1)) / (84 \times (84+1))$ 

 $= (60 \times 61) / (84 \times 85)$ 

= 3,660 / 7,140= 0.51 (or 51%) **Refund =**  $($2,100 \times 0.51 \times 0.8) - $50$ 

= 856 80 - 50

= \$806.80

For more information about cancelling your insurance, please contact FCIC's Cancellations department at 1-800-561-3242, email cancel@firstcanadian.ca, or see the "Termination of Coverage" and "Refund of Unearned Premium" sections of the Application and Certificate of Insurance.

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# **FC FIRST RATE**

320 SIOUX ROAD SHERWOOD PARK, ALBERTA T8A 3X6 PHONE: 1-800-561-3242 780-467-9575 FAX: 780-467-4016 EMAIL: insurance@firstcanadian.ca

APPLICATION AND CERTIFICATE OF INSURANCE	

			GENERAL II	NFORMATI	ON		
USTOMER Surname			First Name		Initia	l Sex	Date of Birth
ldress			Apt. No.	City		Province	
ostal Code	Home Phone		Work Phone		Customer Email		
O-SIGNER Surname			First Name		Initia	l Sex	Date of Birth
ldress			Apt. No.	City		Province	
ostal Code	Home Phone		Work Phone		Co-Signer Email		
EALERSHIP					DEA	ALER #	
		FI	NANCE CONTR	ACT INFOR	RMATION		
NANCIAL INSTITUTION	I				FINANCE CONTRACT D	ATE	
MOUNT FINANCED			APR		BALLOON OR RESIDUA	L PAYMENT	
AYMENT AMOUNT AND	FREQUENCY	FINANCE CON	FRACT TYPE (LOAN O	R LEASE)	FINANCE CONTRACT TE	erm/amortization i	PERIOD (IN MONTH:
IN	7/4				RTY DETERMINATION: Check he purchasing this Certificate on behalf o		
			ELECTION	OF COVERA	GE		
LIFE INSURANCE ELIGIBILITY: AGE 18-69 INCLUSIVE				DISABILITY INSURANCE ELIGIBILITY: AGE 18-65 INCLUSIVE MUST BE PERMANENTLY EMPLOYED			
Accidental Life	Insurance	Enhanced Life	Insurance	Accid	lental Disability Insurance	Enhanced Dis	ability Insurance
INSURED:	Customer	Co-Signer	Joint	INSUREI	D: Customer	Co-Signer	Joint
I elect the following coverage:  Maximum Benefit of \$20,000  Maximum Benefit of \$30,000  Maximum Benefit of \$35,000  Maximum Benefit of \$40,000  Maximum Benefit of \$45,000  Maximum Benefit of \$50,000				I elect the following coverage:  Maximum Benefit of \$400/month up to 12 months  Maximum Benefit of \$500/month up to 12 months  Maximum Benefit of \$600/month up to 12 months  Maximum Benefit of \$700/month up to 12 months  Maximum Benefit of \$800/month up to 12 months  Maximum Benefit of \$900/month up to 12 months  Maximum Benefit of \$1,000/month up to 12 months			
INSURANCE TERM	*•			INSURA	NCE TERM*:		
INSURANCE TERM: EXPIRY DATE: YYYY-MM-DD  MAXIMUM INSURANCE TERM IS 96 MONTHS			INSURANCE TERM: EXPIRY DATE: YYYY-MM-DD  MAXIMUM INSURANCE TERM IS 96 MONTHS				
INSURED AMOUNT FINANCED: LIFE INSURANCE			INSURED MONTHLY PAYMENT:		DISABILITY INSURANCE PREMIUM		
\$		\$		\$		\$	
*Please review section 6 (Termination of Coverage) in this Certificate			1		TOTAL PREMIUM	<b>1</b> :	
IGNATURE REQUIRE	D ON SECOND PAG	me on			s of this Certificate, and (b) I ded dering and understanding the be Customer initials		d coverage(s).

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#### **DISCLOSURE STATEMENT TO CUSTOMER**

- A. With respect to the coverage provided hereunder, if we accept this application, you will be enrolled in a policy of group insurance and this Certificate is evidence of that coverage. All coverage under this Certificate will be provided by FCIC.
- B. The Dealership represents FCIC in arranging this coverage. The Dealership will receive a commission from FCIC in respect of this transaction. You are not obligated to purchase this Certificate or any further insurance or products from FCIC or the Dealership.

  C. All Benefits (as defined in section 1, "Definitions") are subject to the terms, conditions, exclusions, and limitations contained in this Certificate.

- Definition in Section 1, Demindon's 7 are subject to the terms, conductors, exclusions, and initiations contained in this Certificate.

  This Certificate may not cover the Amount Financed. In no circumstance will FLCYs obligation to you exceed the Maximum Benefit (as defined in section 1, "Definitions") elected and coverage will be reduced to ensure that such threshold is not exceeded in any circumstance.

  PRIVACY NOTICE: FCIC collects personal information for the purposes of verifying your identity and personal background, evaluating insurance risk, setting premiums, marketing products to you administrating this coverage and investigating claims. A copy of this completed Certificate will be provided to your Financial Institution. All personal information received by FCIC will be retained only as long as is necessary to fulfill the purposes for which it was collected, in accordance with FCIC's Privacy Policy, which is available at home.firstcanadian.ca/privacy-policy/, or as otherwise required or permitted by law. You can review your personal information by providing a request in writing to the attention of FCIC's Privacy Officer. Telephone calls to or from FCIC's head office may be recorded for quality assurance and training purposes.



#### **CUSTOMER ACCEPTANCE AND APPROVAL**

TO BE READ AND UNDERSTOOD BY THE CUSTOMER AND CO-SIGNER BEFORE SIGNING:

- A. I apply for the coverage set out in the Election of Coverage. I have received a copy of this Certificate as evidence of that coverage
- B. If I am applying for Accidental Disability Insurance or Enhanced Disability Insurance, I confirm that I am Permanently Employed (as defined in section 1, "Definitions").

  C. I certify that the information I provided is true and complete, and I understand that any false or incomplete information provided by me in respect of this coverage may cause my coverage to be voided.
- Voiced.

  D. I. certify that I am in Good Health (as defined in section 1, "Definitions"), and I acknowledge that FCIC will rely on my certification that I am in Good Health in accepting my application for coverage. If I have made any fraudulent misrepresentations regarding my Good Health, FCIC has the right to void my coverage and retain all of the Premium (as defined in section 1, "Definitions").

  E. I represent and warrant that the address I have provided on page one of this Certificate is accurate in all respects and that I will provide FCIC with notice of any change in my address. I acknowledge and agree that I will be deemed to have received any notice or other correspondence delivered by FCIC to the address I have provided on page one of this Certificate rot on any other address that I notify FCIC is my then current address.
- In the event of my death, I authorize the release to FCIC of my medical records, including, but not limited to, a statement of benefits paid from a Provincial or Territorial health care provider. G. Coverage begins as of the Effective Date (as defined in section 1, "Definitions").
- H. If I have other coverage with FCIC, I understand the Maximum Coverage (as defined in section 1, "Definitions") limits apply to the combined amounts of coverage provided by FCIC under all certificates of creditor group insurance covering me.

  1. I have read the Privacy Notice on page two of this Certificate and consent to the collection, use and disclosure of my personal information.

  3. I understand that coverage is voluntary and that I have 30 days from the Effective Date to cancel coverage for a full refund of the Premium. I understand that if I cancel coverage within such 30 day period, coverage will be deemed not to have been in effect.

- K. I have been offered the option to purchase all levels of coverage offered by this Certificate, as outlined in the Election of Coverage, and have willingly chosen the coverage elected on page one of this Certificate.

I HAVE READ ALL OF THE INFORMATION CONTAINED IN THIS CERTIFICATE. I CONFIRM THAT THE DEALERSHIP'S MANAGEMENT HAS FULLY DISCLOSED THE TERMS AND CONDITIONS OF THIS CERTIFICATE, INCLUDING SECTION WITHIN 24 MONTHS OF THE EFFECTIVE DATE, WHICH MAY LIMIT OR INVALIDATE MY CLAIM. I AM CURRENTLY IN GOOD HEALTH.

Please confirm ELECTION OF COVERAGE on page one is correct before signing.	Please confirm ELECTION OF COVERAGE on page one is correct before signing.
X Customer Application Date	Co-Signer Application Date

THIS CERTIFICATE MUST BE ENTIRELY AND LEGIBLY COMPLETED

## 1. DEFINITIONS

Unless otherwise defined in this Certificate, capitalized terms used in this Certificate have the meaning indicated on page one or as set out below:

"Accident" means an unforeseable, external, sudden, violent, and unintentional cause or event, independent of any Pre-Existing Illness, Disease, or Physical Condition, or any illness, disease, or physical condition that occurs while this Certificate is in force.

"Accidental Death" means death that occurs after the Effective Date directly and solely due to an Accident, provided that death occurs within 365 days of the date of such Accident but, for greater certainty, prior to termination of coverage under

"Accidental Disability" means a bodily injury that occurs after the Effective Date and prior to termination of coverage under this Certificate directly and solely due to an Accident, provided such bodily injury prevents you from performing the duties of your occupation for remuneration or profit and is subject to the regular and periodic care of an independent physician. Lack of work, or a significant reduction in work, in the field in which you have training, education or experience, including, but not limited to, as a result of increased automation, does not qualify as having an "Accidental Disability" or entitle you to Disability Benefits.

"APR" stands for "Annual Percentage Rate", which means the cost of borrowing disclosed in the Finance Contract.

"Benefits" means, subject to the elections made in the Election of Coverage, collectively, the Disability Benefit and the Life Benefit.

"Certificate" means this application and certificate of insurance, including these terms and conditions

"Civil Code" means the Civil Code of Québec, as amended.

- "Disability Benefit" means, during a period of Accidental Disability or Total Disability, the lesser of the following amounts:

  (a) the Insured Monthly Payment as indicated in the Election of Coverage; the monthly amount required to amortize the Amount Financed assuming a standard amortization schedule over the Amortization Period of the Finance Contract;

  (b) the Maximum Reportit or
- the Maximum Benefit; or

(c) the Maximum Goverage.

For greater certainty, the "Disability Benefit" does not include any accrued interest, overdue amounts, missed payments, skipped payments, or late payment charges, nor does it include the End Value or any portion of the End Value. Amortization schedules and present values will be calculated using the APR.

"Effective Date" means the later of: (a) the Finance Contract Date; (b) the date that funds are advanced by the Financial Institution under the Finance Contract; or (c) the Application Date.

"Eligible Event" means, subject to the elections made in the Election of Coverage, the occurrence of one or more of the following: Accidental Death, death, Accidental Disability, and Total Disability.

"End Value" means the net balance outstanding under the Finance Contract at the end of the Insurance Term including any Balloon or Residual Payment.

"FCIC" means First Canadian Insurance Corporation.

"Finance Contract" means the loan or lease agreement between the Financial Institution and the Customer or Co-Signer, or both, as the case may be, pursuant to which the Vehicle and associated products, including, but not limited to, extended warranties or additional insurance, if any, as well as any taxes and fees associated with any of the foregoing, were financed for the Amount Financed.

"Good Health" means the absence of any illness, disease, or physical or mental condition (including, but not limited to, cancer, terminal illness or end-stage disease) or any reason to seek medical attention for any illness, disease, or physical or mental condition (including, but not limited to, cancer, terminal illness or end-stage disease) that is likely to affect your life expectancy or future ability to work.

"Insurance Term" means the Finance Contract Term, to a maximum of 96 months from the Effective Date.

from the Effective Date.

"Insured" means the Customer only, the Co-Signer only, or the Customer and Co-Signer jointly, as set out in the Election of Coverage, provided such person is eligible for coverage. The singular "Insured" includes the plural "Insureds" if there is more than one Insured. "In, "me", "my", "you", and "your" refer to the Insured. For clarity, Customer and Co-Signer designations in this Certificate will be independent of, and may not match, any comparable designation in the Finance Contract.

"Life Benefit" means, on the date of Accidental Death or death, the lesser of the

- (a) (i) if the Finance Contract is a loan, the net balance outstanding, including any End Value, or (ii) if the Finance Contract is a lease, the present value of the payments remaining due during the Insurance Term plus the present value of any End Value outstanding;

  (b) the amortized Monount Financed assuming a standard amortization schedule over the Amortization Period of the Finance Contract;
- the Maximum Benefit: or

the Maximum Coverage

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"Maximum Benefit" means the maximum amount that FCIC is liable for under each type of coverage elected by you, as set out in the Election of Coverage.

(a) with respect to the combined amount of life insurance coverage provided by FCIC (including accidental life insurance coverage) under all certificates of creditor group insurance covering you:

(i) \$250,000 if on the Effective Date you are 18 years of age or older, but

not yet 60 years of age, or

- \$100,000 if on the Effective Date you are 60 years of age or older, but not yet 70 years of age; and
- with respect to the combined amount of disability insurance coverage provided by FCIC (including accidental disability insurance coverage) under all certificates of creditor group insurance covering you, \$3,000 per

"Natural Person" means one living person, and excludes a corporate body, association, or partnership.

- association, or partnership.

  "Permanently Employed" means the active employment of a Natural Person in an occupation that generates taxed income (to the extent that income must be reported to the Canada Revenue Agency) and meets the following conditions:

  (a) in all cases other than Seasonal Employment, the person must work a minimum of 25 hours per week during each of the following periods, and must have paid employment insurance premiums in connection with the work performed during such periods:

  (i) the 30 days immediately before the Effective Date and the 30 days immediately before the Ossability, and any 20 weeks in both the year immediately before the Effective Date and the year immediately before the onset of the Accidental Disability or Total Disability; or
- or Total Disability; or in the case of Seasonal Employment, the person must work a minimum of 25 hours per week for at least 13 consecutive weeks in both the year immediately before the Effective Date and the year immediately before the onset of the Accidental Disability or Total Disability and must have paid employment insurance premiums in connection with the work performed during style periods. during such periods.

during such periods.

"Pre-existing Illness, Disease, or Physical Condition" means any illness, disease, or physical condition for which any medical advice, treatment, service, prescribed medication, diagnosis, or consultation (including consultation to investigate or diagnose where a diagnosis has not yet been made) was obtained or recommended, that you were waiting to obtain, or that a prudent person would have sought during the six month period immediately before the Effective Date. An illness, disease, or physical condition is a "Pre-existing Illness, Disease, or Physical Condition" irrespective of whether it was disclosed by you in any application for coverage or any verbal declaration to any party.

"Premium" means the Total Premium stated in the Election of Coverage

"Premium" means the Total Premium stated in the Election of Coverage

"Seasonal Employment" means employment in an industry in which the practice is to regularly layoff or terminate employees and call them back to work during specific, identifiable, and predictable periods of time each calendar year due to seasonal changes in the weather or due to other natural factors that limit the availability of work. For clarity, Seasonal Employment does not include work stoppages caused by unanticipated factors such as work shortages, plant shutdowns, or labour disputes.

"Specialist" means a medical doctor who is certified in a medical or surgical specialty, is in good standing, is licensed in and practicing in Canada, and is not you or related to you.

You or related to you.

"Total Disability" means a medically determinable illness, disease, or physical condition that prevents you from performing the duties of your occupation for remuneration or profit, that is subject to the regular and periodic care of an independent physician, and that occurs prior to termination of coverage under this Certificate. Lack of work, or a significant reduction in work, in the field in which you have training, education or experience, including, but not limited to, as a result of increased automation, does not qualify as having a "Total Disability" or entitle you to Disability Benefits.

"Vehicle" means the vehicle to which the Finance Contract applies.

"Waiting Period" means the consecutive 30 day period following the date that your Accidental Disability or Total Disability commenced after which Disability Benefits become payable.

The sections and headings used in this Certificate are used for convenience only and do not in any way affect the meaning of the language in this Certificate or its scope or intent.

#### 2. PREMIUM

The coverage provided by this Certificate will not take effect unless the Premium is stated in the Election of Coverage and has been paid to FCIC. If the Premium is advanced as part of the Finance Contract, the Premium is deemed to have been paid to FCIC on the Effective Date.

#### 3. ELIGIBILITY OF PERSONS COVERED

You will be eligible for coverage only if on the Effective Date you are a Natural Person, are in Good Health, have entered into a Finance Contract, and have completed the Election of Coverage. For greater certainty, the Insured may include a guarantor of the Finance Contract, so long as such guarantor is a Natural Person and is a party to the Finance Contract.

In the case of both Accidental Life Insurance and Enhanced Life Insurance, on the Effective Date you must be 18 years of age or older, but not yet 70 years of age.

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In the case of both Accidental Disability Insurance and Enhanced Disability Insurance, on the Effective Date: (a) you must be 18 years of age or older, but not yet 66 years of age, and (b) you must be Permanently Employed.

If a portion of the Premium is collected from an ineligible person, FCIC's liability will be limited to the return of such portion of the Premium (subject to Section D of the Customer Acceptance and Approval on page two of this Certificate).

#### 4. COVERAGE ELECTED

4.1 Life Insurance
4.1.1 Accidental Life Insurance
If Accidental Life Insurance is elected, FCIC will pay the Life Benefit as at the date of your Accidental Death.

If the Accidental Deaths of the Customer and Co-Signer covered jointly by this Certificate occur simultaneously, FCIC will pay only a single amount equal to the Life Benefit.

**4.1.2** Enhanced Life Insurance If Enhanced Life Insurance is elected, FCIC will pay the Life Benefit as at the date of your death.

occur simultaneously, FCIC will pay only a single amount equal to the Life

# 4.2 Disability Insurance 4.2.1 Accidental Disability Insurance

4.2.1 Accided Disability Insurance is elected, FCIC will pay the Disability Benefit for so long as you have a continuous Accidental Disability that exists longer than the Waiting Period, until such time as FCIC has made a total of 12 Disability Benefit payments during the Insurance Term.

Payment will be calculated from the first day following the Waiting Period. After the Waiting Period, successive periods of Accidental Disability caused by the same Accident separated by less than one month of continuous employment are considered a continuation of the same Accidental Disability and are not subject to a new Waiting Period.

To be eligible for the Disability Benefit, you must be Permanently Employed at the onset of any Accidental Disability. You have a duty to mitigate your losses in the event of an Accidental Disability. A failure to mitigate such losses may result in a denial of Disability Benefits.

In the event that the Customer and Co-Signer covered jointly by this Certificate have an Accidental Disability at the same time, FCIC will pay only a single amount equal to the Disability Benefit.

Should an amount be payable for a period shorter than one month, the Disability Benefit will be pro-rated.

4.2.2 Enhanced Disability Insurance
If Enhanced Disability Insurance is elected, FCIC will pay the Disability Benefit
for so long as you have a continuous Total Disability that exists longer than the
Waiting Period, until such time as FCIC has made a total of 12 Disability Benefit
payments during the Insurance Term.

Payment will be calculated from the first day following the Waiting Period. After the Waiting Period, successive periods of Total Disability caused by the same illness, disease or physical condition separated by less than one month of continuous employment are considered a continuation of the same Total Disability and are not subject to a new Waiting Period.

To be eligible for Disability Benefits, you must be Permanently Employed at the onset of any Total Disability. You have a duty to mitigate your losses in the event of a Total Disability. A failure to mitigate such losses may result in a denial of Disability. Benefits

In the event that the Customer and Co-Signer covered jointly by this Certificate have a Total Disability at the same time, FCIC will pay only a single amount equal to the Disability Benefit.

Should an amount be payable for a period shorter than one month, the Disability Benefit will be pro-rated.

#### 5. EXCLUSIONS AND LIMITATIONS

5.1 Exclusions
FCIC will have no liability (except to refund unearned premiums) if you are not eligible for the coverage elected or if the Eligible Event results from, or is caused or contributed to, directly or indirectly, by any of the following:

a Pre-existing Illness, Disease, or Physical Condition where the Eligible Event occurs within 24 months of the Effective Date;

by any surgery scheduled or recommended before the Effective Date;

cosmetic or elected surgery, including complications arising from the surgery, whether occurring prior to or after the Effective Date;

and or or any act of war, whether declared or not;

an act of terrorism;

final machine in the expect only to Enhanced Life Insurance, where the suicide is a medically assisted suicide performed in compliance with the laws of Canada and a licensed physician provides evidence that you were likely to die during the Insurance Term;

(h) an intentionally self-inflicted injury, whether you are sane or insane;

(i) operation of a motorized vehicle while impaired by drugs or alcohol beyond the legal limit;

(j) participation in a criminal act, including the illegal use of drugs;

by an intentional taking of any poisponus as or substance of any kindt.

beyond the legal limit;
participation in a criminal act, including the illegal use of drugs;
the intentional taking of any poisonous gas or substance of any kind;
illness, disease, or death resulting from alcohol or drug use (except,
with respect only to Enhanced Lise Insurance and Enhanced Disability
Insurance, the use of drugs legally prescribed by a licensed physician and
used in the prescribed dosage and according to the licensed physician's
and licensed pharmacist's instructions);
problem and/or compulsive gambling;

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- (n)
- Human Immunodeficiency Virus (HIV or AIDS) or related condition which first manifested itself or was diagnosed prior to the Effective Date; travel in or descent from any kind of aircraft, except as a fare paying passenger with no duties whatsoever on a commercial flight; or (o)
- being negligent or non-compliant in seeking and/or following reasonable medical treatment, consultation, care or services including diagnostic measures as prescribed by a licensed physician. (p)

FCIC will have no liability if Accidental Disability or Total Disability results from or is caused or contributed to, directly or indirectly, by pregnancy, childbirth, or termination of pregnancy.

#### Limitations

- Limitations
  In no circumstance will FCIC's obligation to you for each type of coverage elected exceed the Maximum Benefit of such coverage and coverage will be reduced to ensure that such threshold is not exceeded in any circumstance.
- (b)
- circumstance. If Accidental Disability Insurance or Enhanced Disability Insurance has been elected, the total amount of Disability Benefits payable during the Insurance Term will in no circumstance exceed 12 times the Maximum Benefit indicated in the Election of Coverage.

  The Benefits may not cover the Amount Financed. For example, if the Amount Financed or the Payment Amount under the Finance Contract is greater than the Maximum Benefit or the Maximum Coverage, as applicable, or if the Finance Contract Term is greater than the Insurance Term, then the Benefits may not fully cover your obligations under the Finance Contract. Further, Accidental Disability Insurance and Enhanced Disability Insurance do not cover the End Value or any portion of the End Value and you remain solely responsible for this amount.
- The Benefits are limited to the Maximum Coverage. If you are covered by FCIC under more than one certificate of creditor group insurance, the Benefits will be reduced such that the combined amount payable by FCIC upon the occurrence of the Eligible Event under all certificates of creditor group insurance does not exceed the Maximum Coverage.
- group insurance does not exceed the Maximum Coverage.

  With respect to Enhanced Disability Insurance only, if one or more Total Disabilities result from or are caused or contributed to, directly or indirectly, by nervous, mental, psychological, or psychiatric conditions, including, but not limited to, stress, anxiety, depression, and bi-polar disorders, Disability Benefits are limited to six months. For greater certainty, under no circumstances will more than six Disability Benefit payments be made in aggregate for the full Insurance Term in respect of one or more Total Disabilities resulting from the foregoing.

  With respect to Accidental Disability Insurance only, nervous, mental, psychological, or psychiatric conditions, including, but not limited to, stress, anxiety, depression, and bi-polar disorders, do not qualify as an "Accidental Disability", whether or not the foregoing conditions result from, are related to, or are caused or contributed to by, directly or indirectly, an Accident. (e)
- from, are related to, indirectly, an Accident.
- indirectly, an Accident. If one or more Total Disabilities or Accidental Disabilities result from or are caused or contributed to, directly or indirectly, by disease or disorder of the neck or back, including, but not limited to, the lumbar, thoracic, or cervical spine, Disability Benefits are limited to two months unless you are under the care of a Specialist such as a neurologist, neurosurgeon, physiatrist, orthopedic surgeon, or a rheumatologist. For greater certainty, under no circumstances will more than two Disability Benefit payments be made in aggregate for the full Insurance Term in respect of one or more Total Disabilities or Accidental Disabilities respect of one or more Total Disabilities or Accidental Disabilities resulting from the foregoing if you are not under the care of one of the foregoing Specialists. If you have made any fraudulent misrepresentations regarding your Good Health on the Application Date, FCIC has the right to void your coverage and retain all of the Premium.

## 6. TERMINATION OF COVERAGE

Coverage under this Certificate will terminate on the earliest of the following:

- the date that FCIC mails a written notification to you that this application for coverage is declined;
- upon completion of the Insurance Term;
- upon completion of the Finance Contract Term; (c)
- the date the Finance Contract is paid out, fully discharged, rewritten, or revised unless otherwise approved by FCIC;
- the date the Financial Institution has demanded payment of the amount then outstanding under the Finance Contract because of default (e) thereunder;
- the date that the Vehicle or any other property provided as security under the Finance Contract is sold, repossessed, or becomes subject to a court order or bankruptcy proceeding, or the date the Financial Institution first attempted to seize or repossess the Vehicle or any other property provided as security under the Finance Contract if such efforts were not successful; (f)
- the date FCIC receives from the Customer and Co-Signer, if any, written notice to terminate coverage, except that in the event such notice is received within 30 days of the Effective Date, coverage will be deemed not to have been in effect; (g)
- in the case of Accidental Disability Insurance or Enhanced Disability Insurance only, the date you retire; (h)
- in the case of Accidental Disability Insurance or Enhanced Disability Insurance only, when FCIC has made a total of 12 Disability Benefit payments during the Insurance Term;
- upon FCIC's payment of the Life Benefit; or
- upon the eldest Insured reaching age 73.

You have no conversion privileges or other rights upon termination of coverage.

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#### 7. REFUND OF UNEARNED PREMIUMS

On termination of coverage, you may apply for a refund of the unearned premium by providing notice in writing to FCIC. Within 30 days of the receipt of such notice, FCIC will pay the appropriate refund to the Financial Institution, or if the Finance Contract is fully discharged, to you.

The refund will be calculated either on the effective date of the termination of coverage or 90 days before the date you requested a refund, whichever is later. The refund amount **will not** be calculated pro-rata, but will be calculated as follows: (Premium x "**Rule of 78**" x 80%) less any paid claims, less an administration fee of \$50 per coverage type. The "**Rule of 78**" is an industry-standard mathematical formula used to calculate unearned premium as follows:

 $(A-B) \times (A-B+1)$  $A \times (A+1)$ 

"A" equals the Insurance Term in months; and "B" equals the number of expired months of coverage.

You are entitled to a full refund of Premium if requested within 30 days of the Effective Date. FCIC will provide a refund table to you upon request.

#### 8. CLAIMS

Written notice of claim must be submitted to FCIC within 30 days of the event giving rise to the claim. With respect only to life insurance claims, if it is not reasonably possible to submit notice of claim within such 30 day period, it must be submitted to FCIC as soon as reasonably possible, and in no event more than three years after your death.

Claim forms are available from FCIC by telephoning 1-800-561-3242, by emailing insurance@firstcanadian.ca, or by writing to the address indicated on page one of this Certificate. All expenses incurred in connection with providing a notice of claim or a proof of claim will be borne by you.

In every case, payment of a claim will be made to the Financial Institution and will completely discharge FCIC's liability under this Certificate with respect to such claim or the applicable period of such claim.

8.1 Accidental Life Insurance and Enhanced Life Insurance Claims
In the case of your death, whether an Accidental Death or otherwise, proof of
claim must be received within one year after the event giving rise to the Claim.
With respect only to fife insurance claims, if it is not reasonably possible to submit
proof of claim within such one year period, it must be received by FCIC as soon
as reasonably possible, and in no event more than three years after your death. In verifying any claim in respect of your death, whether an Accidental Death or otherwise, FCIC will be entitled to receive satisfactory proof of your death and the circumstances causing or contributing to your death, and proof from the Financial Institution that the Finance Contract had not been paid out, discharged, re-written, or revised before your death.

8.2 Accidental Disability Insurance and Enhanced Disability Insurance Claims In the case of Accidental Disability or Total Disability, proof of claim must be submitted promptly. If proof of claim is received more than 90 days after the event giving rise to the claim, Disability Benefits will be calculated from no earlier than 90 days prior to the date that proof of claim was received. In no event will a proof of claim be considered valid when submitted more than one year after the event giving rise to the claim.

year after the event giving rise to the claim. In verifying any claim in respect of your Accidental Disability or Total Disability, FCIC will be entitled to receive satisfactory proof of your date of birth, proof of the Accidental Disability or Total Disability and the circumstances causing or contributing to the Accidental Disability or Total Disability or Total Disability or Total Disability, satisfactory proof from time to time of the continuation of the Accidental Disability or Total Disability by a physician chosen by FCIC. The expense of providing periodic medical updates will be borne by you. Disability Benefits will be paid monthly in arrears on receipt of the necessary

Disability Benefits will be paid monthly in arrears on receipt of the necessary

#### 9. DISPUTES

In the event of a dispute, claim, or controversy arising out of or relating to this Certificate, please contact FCIC directly by telephoning 1-800-561-3242 and asking to speak with a customer service representative. If you are dissatisfied with the response, please refer to the complaints resolution process available at home.firstcanadian.ca/complaints/.

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

Questions about refunds, coverage, transfer of coverage, or claims may be asked by telephoning 1-800-561-3242, by emailing insurance@firstcanadian.ca, or by writing to the address indicated on page one of this Certificate.

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320 Sioux Road, Sherwood Park, Alberta T8A 3X6

• Toll Free: 1-800-561-3242 • Local: 780-467-9575 • Fax: 780-467-4016

• Email: insurance@firstcanadian.ca • AMF License #: 12007

More information about our obligations to you can be found on the Autorité des marchés financiers' website: www.lautorite.qc.ca