



# Creditor Insurance for CIBC Personal Lines of Credit

# **Distribution Guide**

# Life Insurance and Disability Insurance for CIBC Personal Lines of Credit

# Name and Address of Insurer

The Canada Life Assurance Company ("Canada Life") 330 University Avenue
Toronto, Ontario
M5G 1R8

CIBC Creditor Insurance Helpline: 1 800 465-6020

# Name and Address of the Distributor

Canadian Imperial Bank of Commerce ("CIBC")

(Stamp or write branch address here)

The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The insurer alone is responsible for any discrepancies between the wording of the guide and the policy.

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# INTRODUCTION

The purpose of this Distribution Guide is to provide information on *Life Insurance* and *Disability Insurance* for CIBC Personal Lines of Credit which includes *Life Insurance* and *Disability Insurance* as offered under the *Group Insurance Policy* issued by The Canada Life Assurance Company ("Canada Life"). Canada Life underwrites *Group Insurance Policy* 60149 offered exclusively to Canadian Imperial Bank of Commerce ("CIBC") clients for CIBC Personal Lines of Credit.

This Distribution Guide can help *you* decide, without the services of an *Insurance* advisor, if the *Insurance* offered suits *your* specific *Insurance* needs. It gives details about how to apply for *Insurance*, how to submit a *Claim* and where to go for more information on the *Insurance* products described in this guide.

If *you* have a question that is not answered here, *you* can call the *CIBC* Creditor *Insurance* Helpline at 1-800-465-6020 or visit the *CIBC* website at www.cibc.com.

# LIFE INSURANCE FOR CIBC PERSONAL LINES OF CREDIT

## DESCRIPTION OF THE PRODUCT OFFERED

# **Nature of the Coverage**

If you have been approved for or already have a CIBC Personal Line of Credit (PLC), or if you are a borrower, co-borrower or guarantor for an approved CIBC PLC, you can apply for Life Insurance. If you die, provided the terms and conditions of the Certificate are satisfied, Canada Life will pay the Life Insurance Benefit to CIBC to be applied to your PLC. The Life Insurance Benefit will be applied to your PLC in the same order and priority as your PLC payments under the terms of your PLC Account Agreement. You cannot choose a beneficiary.

# SUMMARY OF SPECIFIC FEATURES

# Who is eligible for Life Insurance?

To be eligible for *Life Insurance* for a *CIBC PLC*, you must:

- be approved for the *CIBC PLC*;
- be age 18 or over, and under age 65 at the time CIBC receives your Application;
- be a borrower, co-borrower or guarantor of the *PLC*;
- be a resident of Canada, which is any person who:
  - has lived in Canada for a total of 183 days or more within the last year (days do not need to be consecutive); or
  - is a member of the Canadian Armed Forces; and
- have no more than three life-insured personal lines of credit under the *Group Insurance Policy*.

A maximum of two eligible people can be insured on the PLC.

# **Joint Coverage**

Up to two people may be insured on any one  $\it CIBC PLC$ . Each person must complete the  $\it Application$  for  $\it Life Insurance$  for  $\it CIBC$  Personal Lines of Credit.

If two people are insured on the *PLC* and both are approved for the same maximum *Insurance* coverage, the *Life Insurance* Joint Coverage premium rate will be based on the age of the older person.

If two people are insured on the *PLC* and each person has been approved for a different *Insurance* coverage amount, the *Life Insurance* Joint Coverage premium rate is based on the age of the older person for the *Life Insurance* coverage amount that is common to both people. The *Life Insurance* premium for the additional *Insurance* coverage amount is based on the age of the person insured (using the *Life Insurance* Single Coverage rate) for such additional coverage.

# How much am I covered for?

If you die, provided the terms and conditions of the *Certificate* are satisfied, *Canada Life* will pay the *Life Insurance Benefit* to *CIBC* to be applied to *your PLC*. The *Life Insurance Benefit* will be applied to *your PLC* in the same order and priority as *your PLC* payments under the terms of *your PLC* Account Agreement.

The *Benefit* paid may be based on an amount that is less than the amount owing on *your PLC*. The *Life Insurance Benefit* payable upon *your* death is the lowest of:

- the end-of-day balance owing to CIBC on your PLC on the date of your death;
- the *Credit Limit* on the date of *your* death;
- if *Canada Life* sent *you* a letter informing *you* about the *Life Insurance* coverage limit, the limit in effect on the date of *your* death;
- the Capped Life Benefit Amount; or
- \$ 300,000.

The maximum *Life Insurance Benefit* payable for all *your PLCs* insured under the *Group Insurance Policy* is \$750,000.

## Capped Life Benefit Amount

The Capped Life Benefit Amount only applies if your death is caused by or contributed to by a condition or health problem and you received Medical Treatment for the condition or health problem after you first applied for Life Insurance and in the 12 months before your death.

The *Capped Life Benefit Amount* is the highest end of day balance of the *PLC* owing to *CIBC* in the 12 months preceding the date *you* first received *Medical Treatment*.

# Example of how the Capped *Benefit* Amount vs. Outstanding Balance is determined for a life *Benefit* payment:

Your PLC Insurance Application date was March 20, 2015 and your date of death is July 20, 2016.

Canada Life will ask your Physician to provide the date of the first Medical Treatment for the condition which caused or contributed to your death, and determine whether or not this date is (i) after you first applied for Insurance and (ii) within 12 months of your date of death. In this example, this period would be between July 20, 2015 to July 20, 2016 (12 months).

Your Physician provides April 15, 2016 as the date of first Medical Treatment for the condition which caused or contributed to your death. Canada Life will then review your PLC transaction history for the period of April 15, 2015 to April 15, 2016 to determine your highest end of day balance owing to CIBC on the PLC during this 12 month period. This balance is your Capped Life Benefit Amount.

*Your Benefit* will be the lesser of the outstanding balance at the date of death, or the *Capped Life Benefit Amount*.

The outstanding balance at date of death: \$12,000.

The **Capped Life Benefit Amount** (the highest end of day balance of the *PLC* owing to *CIBC* in the 12 months preceding the date on which *you* first received *Medical Treatment*): \$9,000.

Therefore, *Canada Life* would base the *Benefit* payment on the *Capped Life Benefit Amount* which is \$9,000.

Your estate is responsible for payments on your PLC until the Claim is approved. Any payments made after the date of death that are covered by this Life Insurance will be reimbursed once the Claim is approved.

# What your Life Insurance Coverage Costs

Your Life Insurance premium is calculated and accumulated daily. If you have a balance on any day, there will be a premium payable for that day. Your premium is calculated by multiplying your PLC insured outstanding balance by the premium rate applicable to you in the table below. Your age on the first day of the month in which the premium is calculated is used to determine your premium rate.

The premium rate is multiplied by *Your PLC* insured outstanding balance, which is the lowest of:

- i) the end-of-day balance of your PLC;
- ii) the Credit Limit;
- iii) the *Life Insurance* coverage limit *Canada Life* communicated to *you* by letter (if applicable), **or**
- iv) \$300,000.

The accumulated daily *Insurance* premiums, plus any applicable taxes, are charged to *your PLC* on the *PLC* billing date.

Approximate\* monthly premium rate per \$1,000 of the end-of-day insured outstanding balance of *your PLC* owing to *CIBC*:

Age Group	18-30	31-35	36-40	41-45	46-50	51-55	56-60	61-64	65-69
Life Insurance Single Coverage	\$0.25	\$0.25	\$0.28	\$0.40	\$0.53	\$0.69	\$0.95	\$1.45	\$2.25
Life Insurance Joint Coverage	\$0.41	\$0.41	\$0.46	\$0.66	\$0.87	\$1.14	\$1.57	\$2.39	\$3.71

<sup>\*</sup> The monthly premium will vary depending on the number of days in the month. The table is based on a year with 365 days spread over 12 equal months. The premium for the *Billing Period* is calculated by adding the daily premiums for every day in the *Billing Period* and then rounding off to the nearest penny.

Life Insurance premium rates are subject to change. You will be provided with at least 30 days prior notice of a change to your premium as a result of a premium rate change in the Group Insurance Policy.

#### Single Coverage calculation:

You are age 42. Your PLC balance is \$50,000. Your Life Insurance premium for one day is calculated as follows:  $\{\$0.40 \text{ (Single Coverage rate based on age 42)} \times 12 \text{ months / 365 days} \times \{\$50,000 \text{ insured balance / }\$1,000\} = \$0.658$ . If *your* balance remained at \$50,000 for the entire 30 day *Billing Period* the monthly premium would be the \$0.658 daily rate multiplied by 30 days, which is \$19.74.

# Joint Coverage calculation when insureds have the same *Insurance* coverage amount:

You are age 42; the other person is 40. Your PLC balance is \$50,000. Your Life Insurance premium for one day for both Insured Persons is calculated as follows: {\$0.66 (Joint Coverage rate based on age 42) x 12 months / 365 days} x {\$50,000 insured balance / \$1,000} = \$1.085. If your balance remained at \$50,000 for the entire 30 day Billing Period the monthly premium would be \$1.085 daily rate multiplied by 30 days, which is \$32.55.

# Joint Coverage calculation when insureds have a different *Insurance* coverage amount:

You are age 42 and approved for a maximum Insurance coverage of \$150,000; the other person is 40 and approved for a maximum Insurance coverage of \$300,000. Your PLC balance is \$200,000. Your Life Insurance premium for one day for both Insured Persons is calculated as follows:  $\{\$0.66 \text{ (Joint Coverage rate based on age 42)} \times 12 \text{ months / } 365 \text{ days} \times \{\$150,000 \text{ common insured balance / } \$1,000\} + <math>\{\$0.28 \text{ (Single Coverage rate based on age 40)} \times 12 \text{ months / } 365 \text{ days} \times \{\$50,000 \text{ additional insured balance / } \$1,000\} = \$3.714.$  If your balance remained at \$200,000 for the entire 30 day Billing Period the monthly premium would be \$3.714 daily rate multiplied by 30 days, which is \$111.42.

# **EXCLUSIONS IN COVERAGE**

#### **CAUTION**

#### Life Insurance Benefits will not be paid if:

- you gave false or incomplete information or a false declaration on the
   Application or to any subsequent request for information, and Canada Life
   determines based on the correct or complete information that you would not
   have qualified for this Insurance. In this case, your Insurance coverage will be
   void and will be considered never to have been in force;
- the Life Insurance is not in force on the date of death;
- you have misstated your age on your Application, and your true age would have made you ineligible for this Insurance. In this case, Canada Life's liability will be limited to a refund of premiums paid;
- the Insurance coverage approved by Canada Life is \$150,000 or less and you die within 12 months after the date you first apply for Life Insurance coverage from a condition or health problem for which you received Medical Treatment in the 12 months immediately preceding the date you first applied for Insurance (this is the "pre-existing condition exclusion" provision);
- your death results from self-inflicted injury within two years from the date your Insurance begins;
- your death results from events directly or indirectly related to, arising from, following your participation or attempted participation in, caused by or contributed to by, or associated with:
  - i) your use of any drug, poisonous substance, intoxicant (other than alcohol) or narcotic unless taken according to the instructions of your Physician;

- ii) your operation of any motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the operation occurred; or
- iii) your commission or attempted commission of a criminal offence.

# Reductions

# When your Life Insurance may be lower than the amount owing on your PLC on the date of your death:

If you die from a condition or health problem and you consulted a *Physician* or other health care practitioner, received advice, care and/or service provided by a *Physician* or other health care practitioner, or took medications or injections for the condition or health problem after you first apply for *Life Insurance* coverage, and in the 12 months before your death, your *Life Insurance Benefit* amount is the lowest of:

- i) the end-of day balance owing to CIBC on your PLC on the date of your death:
- ii) the Credit Limit on the date of your death;
- iii) if *Canada Life* sent *you* a letter informing *you* about the *Life Insurance* coverage limit, the limit in effect on the date of *your* death;
- iv) the Capped Life Benefit Amount (see 'How Much am I Covered for?'); and
- v) \$300,000.

# Maximum Benefits

There is a maximum *Life Insurance Benefit* payable for all *your PLCs* insured under the *Group Insurance Policy* of \$750,000.

# DISABILITY INSURANCE FOR CIBC PERSONAL LINES OF CREDIT

# DESCRIPTION OF THE PRODUCT OFFERED

# Nature of the Coverage

If you have been approved for or already have a CIBC Personal Line of Credit (PLC) or if you are a borrower, co-borrower or guarantor for an approved CIBC PLC, you can apply for Disability Insurance. If you become Disabled, provided the terms and conditions of the Certificate are satisfied, Canada Life will pay the Disability Insurance Benefit to CIBC to be applied to your PLC for the duration of the Claim period. The Disability Insurance Benefit will be applied to your PLC in the same order and priority as your PLC payments under the terms of your PLC Account Agreement.

# SUMMARY OF SPECIFIC FEATURES

# Who is eligible for Disability Insurance?

To be eligible to apply for *Disability Insurance you* must:

- be approved for the *PLC*;
- be age 18 or over and under age 65 at the time CIBC receives your Application;
- be a borrower, co-borrower or guarantor of the *PLC*;
- be a resident of Canada, which is any person who:
  - has lived in Canada for a total of 183 days or more within the last year (days do not need to be consecutive); or
  - is a member of the Canadian Armed Forces;
- have no more than three *Disability*-insured personal lines of credit under the *Group Insurance Policy*;
- not be receiving Disability Benefits from any source; and
- be gainfully employed and be able to perform, for at least 25 hours per week, *your* regular duties of *your* principal occupation or *your* duties as a *Seasonal Worker*, the term occupation includes being an employee, a contractual worker, or a self-employed worker and in the case of a *Seasonal Worker*, such person must have worked for at least one previous season.

A maximum of two eligible people can be insured on the *PLC*.

# Joint Coverage

Up to two persons may be insured on any one *CIBC PLC*. Each person must complete the *Application* for *Disability Insurance* for *CIBC* Personal Lines of Credit.

If two persons are insured on the *PLC* and both are approved for the same maximum *Insurance* coverage, the *Disability Insurance* premium rate is based on the age of the older person.

If two persons are insured on the *PLC* and each person has been approved for a different *Insurance* coverage amount, the *Disability Insurance* premium rate is based on the age of the older person for the coverage amount that is common to both people. The *Disability Insurance* premium for the additional coverage amount is based on the age of the person insured for such additional coverage.

#### How much am I covered for?

If you become Disabled, provided the terms and conditions of the Certificate are satisfied, Canada Life will pay the Disability Insurance Benefit to CIBC to be applied to your PLC for the duration of the Claim period. The Disability Insurance Benefit will be applied to your PLC in the

same order and priority as your PLC payments under the terms of your PLC Account Agreement.

The Benefit paid may be based on an amount that is less than the amount owing on your **PLC.** The monthly Disability Insurance Benefit is 3% of the maximum Benefit per Claim. The maximum Benefit per Claim is the lowest of:

- i) the end-of-day balance owing to CIBC on your PLC on the date you first become Disabled;
- ii) the Credit Limit on the date you first become Disabled;
- iii) if *Canada Life* sent *you* a letter informing *you* about the *Disability Insurance* limit, the limit in effect on the date *you* first become *Disabled*;
- iv) the Capped Disability Benefit Amount, or
- v) \$200,000

# Maximum amount of Disability Insurance Benefit

The maximum monthly *Benefit* amount is \$6,000 per incident of *Disability* for each *Disability* insured *CIBC Personal Line of Credit* for a maximum payment period of 24 months.

If two people with *Disability Insurance* on the same *PLC* are *Disabled* at the same time, Disability Benefits will only be paid for one person at a time during any one *Disability Insurance Claim* period.

If one of these persons is no longer eligible for Disability Benefits, the other person's Disability Benefit would become payable (no new *Waiting Period* would apply) provided they are *Disabled* and the other terms and conditions of the *Certificate* are satisfied.

You may only make one Disability Insurance Claim at a time, and no additional Disability Insurance Benefits will be paid resulting from any additional Disability that arises during the Disability Insurance Claim period. All sicknesses or injuries, that result in your Disability as of the date you first become Disabled, or during the Disability Insurance Claim period, are considered to result in only one Disability Insurance Claim under the Certificate. This means that while you are Disabled, and during the Disability Insurance Claim period, no further Claims will be accepted for Disability arising from related or unrelated causes.

### Example for maximum Disability Benefit period per incident of Disability:

Customer A is diagnosed with cancer and receives 24 months of Disability Benefits on their *PLC* between February 1, 2014 and February 1, 2016. As the maximum payment period was reached as of February 2, 2016, no further Disability Benefits are paid in relation to this particular incident of *Disability*. Customer A continues to be insured under the Policy for Disability Benefits for other related or unrelated subsequent incidents.

Customer A is then diagnosed with a back injury on April 1, 2017. Customer A is able to submit a new *Claim* for this new incident of *Disability*, and may receive **Disability Benefits** for up to a maximum period of another 24 months.

#### Recurrence of Disability

If the same *Disability* recurs within 21 consecutive days of recovery or *your* return to work, and lasts a minimum of seven consecutive days:

- i) the Disability will be treated as a continuation of your previous Claim,
- ii) no Benefits will be payable for the period you worked or for your recovery period, and
- iii) Your Benefit payments will begin again after you have provided satisfactory proof to Canada Life of the recurrence of your Disability.

In the above case, no new 24 month payment period begins. The months both before and after the recurrence of the *Disability* in which payments are made will count towards the maximum payment period of 24 months.

## Capped Disability Benefit Amount

The *Capped Disability Benefit Amount* only applies if *you* become *Disabled* from a condition or health problem and *you* received *Medical Treatment* for the condition or health problem after *you* first applied for *Disability Insurance*, and in the 12 months before *your Disability* occurred.

The Capped Disability Benefit Amount is the highest end of day balance of your PLC owing to CIBC in the 12 months preceding the date you first received Medical Treatment.

The *Disability Insurance Benefit* will be pro-rated if a *Benefit* is payable for a portion of the monthly *PLC Billing Period*.

# Example of how the Capped Disability Benefit Amount vs. outstanding balance is determined for a Disability Claim Benefit payment:

Your PLC Insurance Application date was March 20, 2015 and your Date of Disability is July 20, 2016.

Canada Life will ask your Physician to provide the date of the first Medical Treatment for the condition which caused or contributed to your Disability, and determine whether or not this date is (i) after you first applied for Insurance and (ii) within 12 months of your Date of Disability. In this example, this period would be between July 20, 2015 to July 20, 2016 (12 months).

Your Physician provides April 15, 2016 as the date of first Medical Treatment for the condition which caused or contributed to your Disability. Canada Life will then review your PLC transaction history for the period of April 15, 2015 to April 15, 2016 to determine your highest end of day balance owing to CIBC on the PLC during this 12 month period. This balance is your Capped Disability Benefit Amount.

Your Benefit will be the lesser of the outstanding balance at the *Date of Disability* or the *Capped Disability Benefit Amount*.

The outstanding balance at *Date of Disability*: \$12,000.

The **Capped Disability Benefit Amount** (the highest end of day balance of the *PLC* owing to *CIBC* in the 12 months preceding the date on which *you* first received *Medical Treatment*): \$9,000.

Therefore, *Canada Life* would base the *Benefit* payment on the *Capped Disability Benefit Amount* which is \$9,000.

The *Disability Insurance Benefit* will be pro-rated if a *Benefit* is payable for a portion of the monthly *PLC Billing Period*.

# What your Disability Insurance Coverage Costs

Your Disability Insurance premium is calculated and accumulated daily. If you have a balance on any day, there will be a premium payable for that day. Your premium is calculated by multiplying your PLC insured outstanding balance by the premium rate applicable to you in the table below. Your age on the first day of the month in which the premium is calculated is used to determine your premium rate.

The premium rate is multiplied by your PLC insured outstanding balance, which is the lowest of:

- i) the end-of-day balance of *your PLC*;
- ii) the Credit Limit;
- iii) the Disability Insurance limit Canada Life communicated to you by letter (if applicable); or
- iv) \$200,000

The accumulated daily *Insurance* premiums, plus any applicable taxes, are charged to the *PLC* on the *PLC* billing date.

Approximate\* monthly premium rate per \$1,000 of the end-of-day insured outstanding balance of the *PLC* owing to *CIBC*:

Age Group	18-40	41-55	56-69
Disability Insurance Single Coverage	\$0.87	\$1.19	\$2.50
Disability Insurance Joint Coverage	\$1.52	\$2.08	\$4.38

\*The monthly premium will vary depending on the number of days in the month. The table is based on a year with 365 days spread over 12 equal months. The premium for the *Billing Period* is calculated by adding the daily premium for every day in the *Billing Period* and then rounding off to the nearest penny.

If you have Life and Disability Insurance coverage, your Disability Insurance premiums will be reduced by 10%. Disability Insurance premium rates are subject to change. You will be provided with at least 30 days prior notice of a change to your premium as a result of a premium rate change in the Group Insurance Policy.

# Single Coverage calculation:

You are age 42. Your PLC balance is \$50,000. Your Disability Insurance premium for one day is calculated as follows:  $\{\$1.19 \text{ (Single Coverage rate based on age 42)} \times 12 \text{ months } / 365 \text{ days} \} \times \{\$50,000 \text{ insured balance } / \$1,000\} = \$1.956$ . If your balance remained at \$50,000 for the entire 30 day Billing Period the monthly premium would be the \$1.956 daily rate multiplied by 30 days, which is \$58.68. If you have Life Insurance and Disability Insurance coverage, the Disability Insurance premiums are reduced by 10%. In this example, the monthly Disability Insurance premiums will be reduced to \$58.68 \times (1-10/100) = \$52.81.

#### Joint Coverage calculation when insureds have the same Insurance coverage amount:

You are age 42; the other *Insured Person* is 40. Your PLC balance is \$50,000. Your Disability *Insurance* premium for one day for both *Insured Persons* is calculated as follows:  $\{\$2.08 \text{ (Joint Coverage rate based on age 42)} \times 12 \text{ months } / 365 \text{ days} \} \times \{\$50,000 / \$1,000\} = \$3.419$ . If your balance remained at \$50,000 for the entire 30 day *Billing Period* the monthly premium would be the \$3.419 daily rate multiplied by 30 days, which is \$102.58. If you have *Life Insurance* and *Disability Insurance* coverage, the *Disability Insurance* premiums are reduced by 10%. In this example, the monthly *Disability Insurance* premiums will be reduced to \$102.58 x (1-10/100) = \$92.32.

#### Joint Coverage calculation when insureds have a different Insurance coverage amount:

You are age 42 and approved for a maximum *Insurance* coverage of \$150,000; the other person is 40 and approved for a maximum *Insurance* coverage of \$200,000. *Your PLC* balance is \$200,000. *Your Disability Insurance* premium for one day for both *Insured Persons* is calculated as follows:  $\{\$2.08 \text{ (Joint Coverage rate based on age 42)} \times 12 \text{ months } / 365 \text{ days} \times \{\$150,000 \text{ common insured balance } / \$1,000\} + {\$0.87 \text{ (Single Coverage rate based on age 40)} \times 12 \text{ months } / 365 \text{ days} \times \{\$50,000 \text{ additional insured balance } / \$1,000\} = \$11.958$ . If *your* balance remained at \$200,000 for the entire 30 day *Billing Period* the monthly premium would be \$11.958 daily rate multiplied by 30 days, which is \$358.74.

# When your Disability Insurance Benefits begin

Benefit payments begin on the first scheduled payment that occurs after the Waiting Period. The Waiting Period is the first 60 days following your Date of Disability. You are responsible for payments on the PLC during the Waiting Period and until your Claim is approved. For any regular PLC payments made by you after the Waiting Period that are covered by Disability Insurance, the insured portion of such payments will be reimbursed once the Claim is approved. The payments made by you during the Waiting Period will not be reimbursed to you if your Claim is approved by Canada Life.

# When your Disability Insurance Benefits end

Your Disability Insurance Benefit payments will automatically end on the earliest of:

- the date of *your* 70th birthday,
- the date you have received your maximum approved Disability Benefit amount,
- the date 24 months of Disability Insurance Benefit payments for a Disability have been paid,
- the date your Disability ends, or you are able to return to work,
- the date you do not provide satisfactory proof of continuing Disability to Canada Life,
- the date *you* refuse to undergo a medical examination by a *Physician* or other health care practitioner selected by *Canada Life*,
- the date you are not under the regular care of a *Physician* approved by *Canada Life*,
- the date *your Insurance* ends other than due to *CIBC* or *Canada Life* terminating the *Group Insurance Policy*,
- the date your PLC is closed, **or**
- the date of *your* death.

## **EXCLUSIONS IN COVERAGE**

# **CAUTION**

## Disability Benefits will not be paid if:

- you gave false or incomplete information or a false declaration on the Application or to any subsequent request for information, and Canada Life determines based on the correct or complete information that you would not have qualified for this Insurance. In this case, your Disability Insurance coverage will be void and will be considered never to have been in force;
- the Disability Insurance is not in force on the Date of Disability;
- you have misstated your age on your Application, and your true age would have made you ineligible to apply for the Insurance. In this case, Canada Life's liability will be limited to a refund of premiums paid;
- the Insurance coverage approved by Canada Life is \$150,000 or less and you become Disabled within 12 months after the date you first apply for Disability Insurance from a condition or health problem for which you received Medical Treatment in the 12 months immediately preceding the date you first applied for Insurance (this is the "pre-existing condition exclusion" provision);
- you return to work for wages or profit during the Waiting Period;
- you return to work for wages or profit after the Waiting Period and before the first scheduled Benefit payment;
- you are not completely unable to perform your regular duties of your full-time
  occupation or you are not completely unable to perform the essential duties of
  your principal occupation if you are a Seasonal Worker;
- you do not provide satisfactory proof of your Disability to Canada Life;
- · you do not stop working due to your Disability;
- you are not under the regular care of a Physician or other health practitioner

- approved by Canada Life;
- you refuse to undergo a medical examination by a *Physician* at the request of Canada Life;
- your Claim is as the result of a pregnancy, unless the pregnancy is defined as highrisk by your attending Physician, and a medical condition resulting from the pregnancy caused your Disability;
- your Disability results from intentional self-inflicted injury;
- your Disability results from elective cosmetic or experimental surgery or treatment;
- your Disability results from events directly or indirectly related to, arising from, following your participation or attempted participation in, caused by or contributed to by, or associated with:
  - i) your use of any drug, poisonous substance, intoxicant (other than alcohol) or narcotic unless taken according to instructions of your Physician, or unless you are participating in a rehabilitation program approved by Canada Life that starts during your Disability Insurance Claim Waiting Period;
  - ii) alcohol abuse unless you are participating in a rehabilitation program approved by Canada Life that starts during your Disability Insurance Claim Waiting Period;
  - iii) your operation of any motorized vehicle or watercraft while your ability to do so is impaired by drugs or alcohol, or with blood alcohol concentration in excess of legal limits in the jurisdiction where the operation occurred; or
  - iv) your commission or attempted commission of a criminal offence.

# **Reductions**

When your Disability Insurance Benefit may be lower than the amount owing on your PLC on the date of your Disability:

If you become Disabled from a condition or health problem and you consulted a Physician or other health care practitioner, received advice, care and/or service provided by a Physician or other health practitioner, or, took medications or injections for the condition or health problem after you first apply for Disability Insurance coverage, and in the 12 months before your Disability occurred, your monthly Disability Insurance Benefit amount is 3% of the lowest of:

- i) the end-of day balance owing to CIBC on your PLC on the date you first become Disabled;
- ii) the Credit Limit on the date you first become Disabled;
- iii) if Canada Life sent you a letter informing you about the Disability Insurance limit, the limit in effect on the date you first become Disabled;
- iv) the Capped Disability Benefit Amount (see 'How Much am I Covered for?'); and
- v) \$200,000.

The maximum monthly *Benefit* amount is \$6,000 per incident of *Disability*, for each *Disability*-insured *CIBC Personal Line of Credit* for a maximum payment period of 24 months.

# ADDITIONAL INFORMATION ABOUT YOUR INSURANCE: APPLIES TO LIFE INSURANCE AND DISABILITY INSURANCE

# CANCELLATION AND END OF INSURANCE

#### How to cancel your Insurance coverage

This *Insurance* is optional. You may cancel your coverage at any time by:

• Calling *CIBC* Creditor Helpline at 1-800-465-6020;

- Completing a cancellation form at a *CIBC* banking centre;
- Completing and sending the 'Notice of Rescission of an Insurance Contract', included in this distribution guide; or
- Sending a letter to *your CIBC* banking centre requesting cancellation. This letter must specify the *PLC* Number, the names of the *Insured Persons* and the *Insurance* that they want to cancel.

Your Insurance coverage includes a review period of 30 days from the date you receive your Certificate. If you cancel your coverage during this review period, you will receive a full refund of any Premiums paid and the coverage will be deemed to have never been in force. If you cancel at any time after the review period, no refund will be provided.

In the case of coverage for two borrowers, the *Insurance premium* will be reduced to the cost for a single *premium* if one borrower wishes to maintain *Insurance*. **Caution** - it is possible that *you* may lose advantageous *Insurance* features as a result of terminating *your* coverage. Contact *CIBC* or consult *your Certificate* of *Insurance* for further information. Despite the termination of the *Insurance* contract, the *PLC* will remain in force.

#### WHEN YOUR INSURANCE COVERAGE BEGINS

#### Credit Limit of \$150,000 or less

If you are eligible for *Insurance* as outlined in "Who is eligible for *Insurance*?" and your *Credit Limit* for your CIBC Personal Line of Credit is equal to or less than \$150,000, you can expect coverage to begin on the later of:

- i) the date *you* are approved for the *PLC*, **or**
- ii) the date CIBC receives your signed and completed Application.

*You* do not have to answer health questions when *your Credit Limit* is equal to or less than \$150,000.

You will not receive additional confirmation from Canada Life that you are insured. Your completed and signed Application is the proof that you are insured.

If your Credit Limit is increased above \$150,000 and you wish to insure your PLC balance in excess of \$150,000, you must complete a new Application, in which you will be required to answer health questions. Your Insurance coverage for the PLC balance in excess of \$150,000 begins on the day Canada Life advises you in writing that it has approved coverage for the excess amount. If coverage for the excess amount is not approved, Canada Life will send you a notice of decline. However, coverage for the PLC balance of \$150,000 or less will remain in force.

# Credit Limit of greater than \$150,000

If *Your Credit Limit* is greater than \$150,000 and *you* apply for *Insurance*, *your Life Insurance* or *Disability Insurance* on the *PLC* balance up to \$150,000 begins on the later of:

- i) the day that your PLC is approved by CIBC, **or**
- ii) the day *CIBC* receives your signed and completed *Application*.

Your Insurance coverage for the *PLC* balance in excess of \$150,000 begins on the day *Canada Life* advises *you* in writing that it has approved *your Insurance* coverage for the excess amount. If *your* additional *Insurance* coverage is not approved, *Canada Life* will send *you* a notice of decline. However, *Insurance* coverage for the *PLC* balance of \$150,000 or less will remain in force.

#### WHEN YOUR INSURANCE COVERAGE ENDS

Your Insurance coverage ends on the earliest of:

- the date of your death,
- *your* 70<sup>th</sup> birthday,
- the date CIBC receives your request to cancel your Insurance,
- the date *you* are no longer a borrower, a co-borrower or a guarantor of the *PLC*,
- the date *your PLC* is closed,
- the date CIBC makes a demand on or withdraws your PLC,
- the date your Insurance premium payments are in arrears for 90 consecutive days,
  - for *Disability Insurance you* will be given a minimum of 15 days' prior notice in writing, before *your* insurance is cancelled for non-payment of premiums; **or**
- the date CIBC and Canada Life terminate the Group Insurance Policy.

If *your Insurance* ends because *your* premiums are in arrears for 90 consecutive days, and *you* wish to reapply for coverage, *you* must complete a new *Application*.

# When my PLC is increased

If your Credit Limit is increased, your Insurance coverage will be automatically increased up to the lesser of your new Credit Limit or \$150,000.

If your Credit Limit is increased above \$150,000 and you wish to insure your PLC balance in excess of \$150,000, you must complete a new Application, in which you will be required to answer health questions. Your Insurance coverage for the PLC balance in excess of \$150,000 begins on the day Canada Life advises you in writing that it has approved coverage for the excess amount. If coverage for the excess amount is not approved, Canada Life will send you a notice of decline. However, coverage for the PLC balance of \$150,000 or less will remain in force.

## PROOF OF LOSS OR CLAIM

#### Submission of a Claim

*Insurance Claim* forms are available from any *CIBC* banking centre, at www.cibc.com or by calling 1 800 465-6020. We recommend that *you* make a *Claim* as soon as possible following an insured event.

For a *Life Insurance Claim*, notice and proof of *Claim* must be made to *Canada Life* within one (1) year, or three (3) years in Quebec from the date of death.

**For a Disability Insurance Claim**, notice and proof of *Claim* must be made to *Canada Life* within 120 days from the *Date of Disability*.

If the same *Disability* recurs within 21 consecutive days of recovery or *your* return to work and lasts for a minimum of 7 consecutive days, *your Benefit* will be treated as a continuation of the same *Claim*.

Canada Life may request you to undergo a medical examination by a *Physician*, when, and as often as they may reasonably require, in order to adjudicate a *Claim* or determine the continuance of a *Claim*. Any costs that may be incurred to obtain evidence for a *Claim* are your responsibility.

You are responsible for all *your* regularly scheduled *PLC* payments during your *Waiting Period* and until your *Claim* is approved by *Canada Life*. Should *your Claim* not be approved by *Canada Life*, *you* continue to be responsible for *your* regularly scheduled *PLC* payments.

# Insurer's Reply

When a *Claim* is approved, *you* will be informed of the *Benefit* amount in writing. *Canada Life* then pays scheduled *Benefits* monthly and payments will begin on the first scheduled *PLC* payment due date following the 60-day *Waiting Period* from the date of the insurable event.

If *Canada Life* does not immediately approve the *Claim*, they may request additional medical information to make a further assessment (for *Disability Insurance* only).

A written explanation will be provided if the *Claim* is denied, as per the conditions described in the sections "*Exclusions in Coverage*".

The *Insurer* should make their decision known to *you* within 30 days of receipt of all requested information.

You are responsible for your PLC payments until the Claim is approved. No partial Benefits will be paid. Canada Life and CIBC can also elect to cancel the Group Insurance Policy at any time.

# Appeal of an Insurer's Decision and Recourse

The following steps are recommended if you wish to appeal Canada Life's decision:

- Speak with the *Canada Life Claims Advisor* who handled the *Claim*. Tell the *Claims Advisor* that *you* are disappointed with the decision and why. *You* may be asked to provide more evidence to support why *you* feel the *Claim* should be reconsidered.
- If *you* are not satisfied with the answer from the *Claims Advisor*, *you* are encouraged to call the *CIBC* Creditor *Insurance* Helpline at 1 800 465-6020.
- If *you* are still not satisfied with the response, *you* may choose to submit a complaint by contacting *Canada Life* at 1-800-380-4572 or by email at creditorcomplaints@canadalife.com or visit www.canadalife.com/complaints.

If *you* are unable to resolve the problem with *CIBC* or *Canada Life*, *you* have the following options:

- You can contact the Autorité des marchés financiers; or
- Your Legal Advisor.

# SIMILAR PRODUCTS

Canada Life exclusively offers this Creditor Life and Disability Insurance to CIBC. There are other products offered on the market that may have similar benefits.

# **CONTACT INFORMATION**

Please contact *your CIBC* Financial Service Representative or call the *CIBC* Creditor *Insurance* Helpline or visit the *CIBC* website at www.cibc.com if *you* have any further questions.

#### CIBC CREDITOR INSURANCE HELPLINE: 1 800 465-6020

Telecommunication device for the hearing impaired is: Toll-free 1 800 465-7401

Or write to:

**Distributor:** Canadian Imperial Bank of Commerce (CIBC)

CIBC Creditor Customer Service

PO Box 3020

Mississauga, STN A

Mississauga ON L5A 4M2 Telephone: 1 800 465-6020

**Insurer:** The Canada Life Assurance Company

330 University Avenue Toronto ON M5G 1R8 Telephone: 1 800 387-4495

# REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS

For additional information regarding the *Insurer*'s and the distributor's obligations towards *you*, please contact the Autorité des marchés financiers.

### Autorité des marchés financiers

Place de la Cité, Tour Cominar 2640, boul. Laurier, bureau 400 Québec (Québec) G1V 5C1

Telephone number:

Toll-free: 1 877 525-0337 Quebec City: (418) 525-0337 Montreal: (514) 395-0337

Web Site:

www.lautorite.qc.ca

# **DEFINITIONS**

# **Application**

Means *your* signed and completed written application (in paper or electronic form) or *your* telephone application for *Life Insurance* and/or *Disability Insurance*, and includes any health questions, whether answered in writing or verbally.

#### **Benefit**

The amount of money paid when an *Insurance Claim* is approved.

## **Billing Period**

Means the time period between the end date of *your* last statement to the end date of *your* next statement. The billing period is reflected on the statement and covers a period of approximately one month. The premium for *Life Insurance or Disability Insurance*, as applicable, for each *PLC* is charged to *your* account each month.

#### Canada Life

Means The Canada Life Assurance Company, the Insurer under the Group Insurance Policy.

### **Capped Disability Benefit Amount**

Has the meaning indicated in the section "Capped Disability Benefit Amount" in this Distribution Guide.

# Capped Life Benefit Amount

Has the meaning indicated in the section "Capped Life Benefit Amount" in this Distribution Guide.

#### Certificate

Means the Certificate of Insurance.

#### **CIBC**

Means Canadian Imperial Bank of Commerce or any of its affiliates.

#### Claim

A request for payment of *Benefits* as per the *Insurance* policy.

#### **Claims Advisor**

An employee of the *Insurer* whose responsibilities include investigating *Claims*, approving valid *Claims*, and denying invalid *claims*.

#### **Credit Limit**

Means the maximum dollar amount available on your Personal Line of Credit.

# **Date of Disability**

Means the latest of: the date of *your Disability* as determined by *your Physician*; the date *you* cease to work due to *your Disability*; or the date *you* are under regular care of a *Physician* for *your Disability*.

## Disability and Disabled

Means that you are completely unable, due to sickness or injury, to perform:

- the regular duties of *your* full-time occupation in which *you* were engaged immediately prior to becoming *Disabled*,
- the essential duties of your principal occupation, if you are a Seasonal Worker, or
- the regular duties of *your* full-time occupation prior to retirement, going on parental leave, or becoming unemployed, if *you* are retired on parental leave, or unemployed, respectively.

### **Disability Insurance**

Means the disability insurance coverage under the Group Insurance Policy.

#### **Exclusions**

Events for which an *Insurance* policy does not provide *Benefit*s.

## **Group Insurance Policy**

Means *Group Insurance Policy* G/H 60149 providing Creditor's group *Life Insurance* and *Disability Insurance*, issued by *Canada Life*, as *Insurer*, to *CIBC*, as Group *Insurance* Policyholder.

#### Insurance

Has the meaning indicated under "Life Insurance" or "Disability Insurance".

#### Insurer

The Canada Life Assurance Company.

# Insured Person, you and your

Means each person insured under the *Group Insurance Policy*.

#### Life Insurance

Means the Life Insurance coverage under the Group Insurance Policy.

#### **Medical Treatment**

Means consulting a *Physician* or other health care professional, receiving advice, care or service provided by a *Physician* or other health care professional or taking medication or injections for the condition or health problem.

#### Personal Line of Credit and PLC

Means the CIBC Personal Line of Credit which is identified in your Application and insured with Creditor Insurance.

#### Physician

Means a medical doctor appropriate for *your* condition who is duly licensed to practice in Canada and who is not a member of *your* family.

#### Rescission

To put an end to your Insurance contract.

#### **Seasonal Worker**

Means a person who is employed only in certain seasons or whose employment is dependent on seasonal weather or seasonal activities. Examples of *seasonal workers* may include, **but are not limited to** construction workers, landscapers, and roofers.

#### **Waiting Period**

Means the first 60 days following the Date of Disability.

# NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

#### NOTICE GIVEN BY A DISTRIBUTOR

To:

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. However the insurer allows you to rescind an insurance contract, without penalty, within 30 days of its receipt. 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 30-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

The Canada Life Assurance Company

Toronto ON M5G 1R8
Date:
(Date of sending of notice)
Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby <i>rescind</i> insurance contract no.:
(Number of contract, if indicated)
Entered into on:
(Date of signature of contract)
In:
(Place of signature of contract)
(Name of client) (Signature of client)

This document must be sent by registered mail.

# Sections 439 to 443 of the Act respecting the Distribution of Financial Products and Services.

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

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

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

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

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

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

443. A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for insurance with the insurer and representative of the debtor's choice provided that the insurance is considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

No contract of credit may stipulate that it is made subject to the condition that the insurance contract subscribed with such an insurer remain in force until the expiry of the term, or subject to the condition that the expiry of such an insurance contract will entail forfeiture of term or the reduction of the debtor's rights.

The rights of the debtor under the contract of credit shall not be forfeited when the debtor rescinds, cancels or withdraws from the insurance contract, provided that the debtor has subscribed for insurance with another insurer that is considered satisfactory by the creditor, who may not refuse it without reasonable grounds.

# PERSONAL NOTES

Coverage Amount:
Life Insurance:
Disability Insurance:
Premium:
Life Insurance:
Disability Insurance:
Other:

For any questions regarding your Insurance products, please call the CIBC Creditor Insurance Helpline at 1 800 465-6020