

## Protection for your Vehicle or Equipment Loan or Lease

## Single Premium Creditor's Group Insurance

(Life, Disability, Critical Illness, and Loss of Employment)

Product Guide and Certificate of Insurance

This Product Guide and Certificate of Insurance contains important information about your insurance, including terms and conditions which may exclude, restrict or limit your coverage or benefits.

Please read this carefully and keep it in a safe place. You may need to refer to it later if you have questions about your insurance or if you need to make a claim.

## **Product Guide**

This Product Guide describes the insurance for which you have enrolled and also acts as your Certificate of Insurance. Please read it together with a copy of your completed insurance enrolment provided to you by the Group Policyholder.

## **Questions**

## **About your Insurance**

If you have any questions about your insurance, please contact the Administrator, LGM Financial Services Inc. at 1.800.510.8372

## **About your Loan or Lease**

If you have any questions about your loan or lease, please contact the "Creditor" shown on your insurance enrolment.

Single Premium Creditor's Group Insurance is underwritten by Co-operators Life Insurance Company and administered by LGM Financial Services Inc.

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## Introduction

## The Group Policy

Co-operators Life Insurance Company has issued a creditor's group insurance policy to the Group Policyholder specified on your insurance enrolment. The Group Policy provides creditor's group insurance, as described in this Certificate of Insurance, to eligible debtors who enrol and pay the required premium.

The Group Policy and this Certificate of Insurance are non-participating. This means your insurance coverage has no cash value and pays no dividends.

#### Your Certificate of Insurance

You are receiving this Certificate of Insurance because you chose to enrol in one or more types of insurance available to you under the Group Policy.

The terms and conditions of your insurance are found in:

- your insurance enrolment;
- this Certificate of Insurance; and
- the Group Policy

## The Meanings of the Words we use

In this Certificate of Insurance, certain words and phrases have specific meanings. These terms are explained under the heading *Definitions* and in other places throughout this document. Other words and phrases, which are capitalized and in quotation marks, refer to terms contained in your insurance enrolment.

## What does your Insurance Cover?

NOTE: The insurance you have depends on the insurance for which you have enrolled, as shown on your insurance enrolment.

If you die or are diagnosed with a critical illness, your insurance will pay, subject to certain limits, the outstanding balance of your insured loan or lease.

If you become totally disabled, your insurance will pay, subject to certain limits, a monthly benefit as described under the heading *Disability Insurance Benefits*.

If you experience an involuntary loss of employment, your insurance will pay, subject to certain limits, a monthly benefit as described under the heading Loss of Employment Insurance Benefits.

## Who Receives the Insurance Benefits?

If insurance benefits are payable, they will be paid to the Creditor as the beneficiary of your insurance coverage and the creditor for your insured loan or lease. The Creditor will apply the benefits towards the outstanding balance of your insured loan or lease or otherwise to your credit.

## What does your Insurance Cost?

The cost of your insurance is called the "premium". Your premium and applicable taxes are shown on your insurance enrolment as a lump sum for each type of insurance for which you have enrolled.

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When you enrol, the "Total Insurance Premium", shown on your insurance enrolment, is the sum of all premiums, plus applicable taxes. This amount is added to your loan or lease and is the "Total Amount Financed" shown on your insurance enrolment.

## When are you Eligible to Enrol?

NOTE: You must meet the eligibility requirements explained below on the "Effective Date of Insurance" shown on your insurance enrolment. If you do not, you will not have any insurance coverage under this Certificate of Insurance.

## **Eligibility Requirements – All Insurance**

You are eligible to enrol for life insurance, disability insurance, critical illness insurance and loss of employment insurance on your loan or lease if, as of the "Effective Date of Insurance" shown on your insurance enrolment:

- you have a legal obligation to repay your loan or lease to the Creditor, either as a borrower, coborrower, co-signer, guarantor or endorser;
- your age is within the "Minimum/Maximum Eligibility Age" for each type of insurance for which you
  have enrolled, as shown on your insurance enrolment; and
- you have not made a claim for an accelerated death benefit under any creditor's group insurance policy or certificate of insurance issued by Co-operators Life.

NOTE: There are additional eligibility requirements that apply to each type of insurance. We explain these below.

#### **Automatic Approval Maximum Amount**

We will automatically approve the insurance coverage for which you have enrolled if:

- a) you have enrolled for insurance coverage based on an amount <u>less than or equal to</u> the "Automatic Approval Maximum Amount" shown on your insurance enrolment;
- b) your age at the time you enrol is less than 66 years; and
- c) you meet all of the requirements described under this general heading "When are you Eligible to Enrol?" when you complete your insurance enrolment.

NOTE: Insurance coverage based on an amount greater than the "Automatic Approval Maximum Amount" shown on your insurance enrolment must be approved by us in writing. We explain this further below.

#### Health, Medical and other Information

We will ask you to answer health and other questions as part of your insurance enrolment if:

- a) you have enrolled for an amount of insurance coverage that is <u>greater than</u> the "Automatic Approval Maximum Amount" shown on your insurance enrolment, regardless of your age at the time you enrol; or
- b) your age at the time you enrol is <u>greater than</u> 65 years, regardless of the amount of insurance for which you have enrolled.

Your answers help us assess your eligibility for the amount of insurance for which you have enrolled.

If you answer "Yes" to any of these health or other questions, then we will also ask you to provide us with additional health, medical or other information as part of our assessment.

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When we have completed our review of your eligibility and have made our decision, we will notify you in writing if we approve or decline your insurance enrolment.

NOTE: There are additional eligibility requirements that apply to each type of insurance. We explain these further below.

## **Disability Insurance - Additional Eligibility Requirements**

#### **Actively at Work**

You are eligible to enrol for disability insurance whether or not, as of the "Effective Date of Insurance" shown on your insurance enrolment, you are Actively At Work.

For this requirement:

Actively at work means you were working at any occupation for pay and were capable of carrying
out the substantial and material duties of that occupation for at least 20 hours per week for each of
two consecutive weeks

NOTE: If you enrol for disability insurance coverage but are not Actively at Work as of the "Effective Date of Insurance" shown on your insurance enrolment, you will only be eligible to claim disability insurance benefits once you have returned to work and have been Actively at Work as explained above.

## **Critical Illness Insurance - Additional Eligibility Requirements**

You are eligible to enrol for critical illness insurance on your loan or lease if, as of the "Effective Date of Insurance" shown on your insurance enrolment:

- a) you have also enrolled for life insurance on your loan or lease; and
- b) you have not made a claim for a critical illness insurance benefit under any creditor's group insurance policy or certificate of insurance issued by Co-operators Life.

NOTE: The amount of critical illness insurance coverage for which you enrol must be the same as the amount of life insurance for which you enrol.

## Loss of Employment Insurance - Additional Eligibility Requirements

NOTE: If you are self-employed, a seasonal employee or an elected government official, you are <u>not</u> eligible to enrol for loss of employment insurance.

You are otherwise eligible to enrol for loss of employment insurance on your loan or lease if, as of the "Effective Date of Insurance" shown on your insurance enrolment:

- a) you have also enrolled for life insurance on your loan or lease;
- b) you are employed and have been continuously working at your principal occupation for a minimum of 20 hours per week for 12 consecutive months; and
- c) you have not personally received formal or informal notice of the impending loss of your employment.

For the purposes of this eligibility requirement:

- **Employed** and **employment** mean working for an employer who pays you wages or a salary. Employed does not include being self-employed as described below.
- Self-employed means working for income derived directly from a business you own, including a trade, occupation, profession, partnership, corporation or other entity in which you have an ownership interest of sufficient magnitude to influence, control or direct your continuing and future employment.

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Seasonal employee means your occupation is solely and directly subject to specific, identifiable and
predictable periods of time during each calendar year when work is unavailable due to seasonal
changes in the weather or other natural, non-economic factors which limit the period of time during
which you are able to perform your occupation. We do not consider you to be a seasonal employee if
your principal occupation is subject to involuntary, periodic work stoppages due to shut-downs or layoffs.

## When does your Insurance Coverage Begin?

If you meet the eligibility requirements to enrol as described above, your insurance coverage begins on the "Effective Date of Insurance" shown on your insurance enrolment.

#### Life Insurance Benefit

## **Amount of your Life Insurance Benefit**

If you die, we will pay a life insurance benefit, which will be equal to the outstanding balance of your insured loan or lease on the date of your death, as determined by the Creditor. This benefit is subject to the limitations and exclusions described in this Certificate of Insurance.

We will also pay accrued interest on the outstanding balance of your insured loan or lease as well as settlement interest.

#### Accelerated Death Benefit

If you are diagnosed with a terminal illness by a licensed physician we consider appropriate to make such a diagnosis, and your remaining life expectancy is 12 months or less, we will pay the outstanding balance of your insured loan or lease plus accrued interest, as determined by the Creditor, as well as settlement interest. This benefit will be calculated based on the date you are diagnosed with a terminal illness and is subject to the limitations and exclusions described in this Certificate of Insurance.

## **Disability Insurance Benefits**

## When will we Pay Disability Insurance Benefits?

We will pay disability insurance benefits if you become totally disabled and remain totally disabled throughout the "Elimination Period" shown on your insurance enrolment.

The "Elimination Period" is similar to a waiting period and is counted as a consecutive number of days beginning on the date of your total disability.

If the "Elimination Period" is shown as "Non-Retroactive" on your insurance enrolment, we will start paying disability insurance benefits as of the expiry of the "Elimination Period". However, we will <u>not</u> pay benefits retroactively to the start of your total disability.

If the "Elimination Period" is shown as "Retroactive" on your insurance enrolment, we will start paying disability insurance benefits as of the expiry of the "Elimination Period". We will also pay benefits retroactively to the start of your total disability.

## What do Totally Disabled and Total Disability Mean?

Totally disabled and total disability mean:

- a) for the first 12 consecutive months from the date you became totally disabled, that:
  - i) you are not able to perform the substantial and material duties of your principal occupation; and

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- ii) you are receiving appropriate medical care; and
- b) after the first 12 consecutive months of total disability, that:
  - i) you are not able to perform the duties of any occupation for which you are reasonably qualified by education, training or experience; and
  - ii) you are receiving appropriate medical care.

For this definition of totally disabled and total disability:

- **Principal occupation** means the occupation from which you derived at least 75 per cent of your gross pay for the 12 month period immediately preceding the date of your total disability.
- Appropriate medical care means you are undergoing available medical treatment. This includes, but is not limited to, taking pills or any prescription medication, receiving injections for any condition, and undergoing investigative medical tests for the illness, disease or bodily injury for which you have made your claim. The treatment must be effective, as determined by us, in assisting you with rehabilitation and restoration of functional capacity on a timely basis, including, but not limited to, participation in an occupational therapy program, physiotherapy, psychological or psychiatric counseling, or a pain behaviour modification program.

At all times, your total disability must be caused by a medically determined sickness, disease or accidental bodily injury for which you are receiving appropriate medical care by a licensed physician we consider appropriate.

We will not consider you to be totally disabled if at any time you are working at any occupation for pay or profit. However, in our sole discretion and judgment, we may permit you to engage in a gradual return to work program or rehabilitative employment while we continue to pay disability insurance benefits.

At any time during the process of claiming or paying disability insurance benefits, we may require you to be assessed as we consider appropriate.

## **Amount of your Disability Insurance Benefits**

Your "Monthly Disability Benefit" is shown on your insurance enrolment. This amount will not exceed the "Maximum Monthly Benefit Payable" also shown on your insurance enrolment. These benefits are also subject to other limitations and exclusions described in this Certificate of Insurance.

## **Recurrence of Total Disability**

If your total disability recurs within six months after you recover from the same or a related total disability, we will consider this to be a continuation of your previous total disability. If this happens, the "Elimination Period" shown on your insurance enrolment will not apply.

## **Critical Illness Insurance Benefit**

## When will we Pay a Critical Illness Insurance Benefit?

If you have a diagnosis of heart attack, stroke or cancer, we will pay a critical illness insurance benefit as described further below.

To be eligible for a critical illness insurance benefit, your diagnosis of heart attack, stroke or cancer must be made after the "Effective Date of Insurance" shown on your insurance enrolment and before your insurance ends.

#### What does Heart Attack Mean?

**Heart attack** means the death of a portion of the heart muscle, resulting from the blockage of adequate blood supply as evidenced by new electrocardiographic changes which support the diagnosis of a heart

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attack and by elevation of cardiac enzymes, typical chest pain, cardiac troponins and any other cardiac biological markers.

#### What does Stroke Mean?

**Stroke** means a cerebrovascular incident resulting in irreversible death of brain tissue due to cerebral haemorrhage, cerebral embolism, cerebral thrombosis or subarachnoid haemorrhage. This event must result in significant neurological functional impairment that must be present on physical examination by a neurologist at least three months after the event and be permanent with no hope of recovery. The diagnosis must also be supported by findings on magnetic resonance imaging, computerized tomography or cerebral spinal fluid examination and must be consistent with the diagnosis of stroke.

#### **Stroke Exclusions**

Stroke does <u>not</u> include, and we will <u>not</u> pay a critical illness insurance benefit for, any of the following medical conditions:

- a) Transient Ischaemic Attacks (TIA);
- b) Reversible Ischaemic Neurological Deficit (RIND);
- c) brain damage due to an accident or injury, infection, vasculitis, inflammatory disease or migraine;
- d) disorders of the blood vessels affecting the eye, including infarction of the optic nerve or retina;
- e) ischaemic disorders of the vestibular system; and
- f) asymptomatic silent stroke found on imaging.

#### What does Cancer Mean?

NOTE: Not all types of cancer are covered by this critical illness insurance. The types of cancer that are covered and those that are not covered are described further below.

**Cancer** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. Cancer includes leukemia, lymphoma, Hodgkin's disease and metastatic tumors.

#### **Cancer Exclusions**

Cancer does <u>not</u> include, and we will <u>not</u> pay a critical illness insurance benefit, for any of the following medical conditions:

- a) all tumors which are histologically described as benign, pre-malignant, borderline malignant, low malignant potential, or non-invasive;
- b) any lesion described as carcinoma in-situ;
- c) Cervical Dysplasia or Intra-epithelial Neoplasia (CIN):
- d) Prostatic Intra-epithelial Neoplasia (PIN);
- e) any form of cancer in the presence of HIV infection, including but not limited to lymphoma or Kaposi's sarcoma:
- f) thin melanomas with pathology report showing Clark's level less than III or Breslow thickness less than 1.5 mm;
- g) all non-melanoma skin cancers; and
- h) micro-carcinoma of the thyroid less than one centimetre in diameter.

## **Amount of your Critical Illness Insurance Benefit**

The amount of your critical illness insurance benefit will be the outstanding balance of your insured loan or lease plus accrued interest, as determined by the Creditor, as well as settlement interest. This benefit will be calculated based on the date of the diagnosis of your critical illness and is subject to the limitations and exclusions described in this Certificate of Insurance.

We will pay the total critical illness insurance benefit in a lump sum to the Creditor.

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## **Loss of Employment Insurance Benefits**

## When will we Pay Loss of Employment Insurance Benefits?

We will pay loss of employment insurance benefits if you experience an involuntary loss of employment and remain unemployed throughout the "Elimination Period" shown on your insurance enrolment.

The "Elimination Period" is similar to a waiting period and is counted as a consecutive number of days beginning on the later of:

- a) the effective date of your involuntary loss of employment; and
- b) if applicable, the end of the period of time for which any severance payments apply.

For loss of employment insurance benefits:

- Involuntary loss of employment means your employment has ceased directly and solely as a result
  of:
  - a) a complete and permanent severance of your employment without cause; or
  - b) a layoff by your employer.
- Layoff means a suspension of your employment initiated by your employer, with a possibility of resumption, during which your employer does not pay you any compensation.

This loss of employment insurance benefit is also subject to other limitations and exclusions described in this Certificate of Insurance.

## **Amount of your Loss of Employment Insurance Benefits**

Your "Monthly Loss of Employment Benefit" is shown on your insurance enrolment. This amount will not exceed the "Maximum Monthly Benefit Payable" also shown on your insurance enrolment.

This loss of employment insurance benefit is also subject to other limitations and exclusions described in this Certificate of Insurance.

## **Recurring Involuntary Loss of Employment**

If your involuntary loss of employment recurs within six months after a previous period of involuntary loss of employment for which we have paid benefits, we will consider this a continuation of your previous involuntary loss of employment. If this happens, the "Elimination Period" shown on your insurance enrolment will not apply.

## **Limitations on Insurance Benefits**

NOTE: For all insurance, there are limits on the total amount of insurance you can obtain and how long your insurance will remain in force. For disability and loss of employment insurance, there are also limits on how long we will pay monthly benefits if a claim is made.

#### **Limitations - All Insurance**

#### **Maximum Insurance Available**

For each type of insurance for which you have enrolled there is a maximum loan or lease amount which can be insured, which amount is based on your age as of the "Effective Date of Insurance" shown on your insurance enrolment. This means if you are otherwise eligible for insurance but your loan or lease exceeds the "Maximum Insurance Available" shown on your insurance enrolment, you may only insure your loan or lease up to the "Maximum Insurance Available".

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NOTE: If you have added single premium insurance to your loan or lease, any life insurance or critical illness insurance benefit payable will include the single premium, even if the "Total Amount Financed" shown on your insurance enrolment exceeds the "Maximum Insurance Available".

#### **Total Amount Financed**

Subject to all other limitations described in this Certificate of Insurance, any insurance benefits payable will not exceed the "Total Amount Financed" shown on your insurance enrolment.

#### **Maximum Term of Insurance**

There is a maximum period of time during which your insurance will remain in force. This is called the "Maximum Term of Insurance" and is shown on your insurance enrolment.

NOTE: The "Maximum Term of Insurance" may be less than the term of your loan or lease. This means when the "Maximum Term of Insurance" expires, your insurance coverage will end and we will <u>not</u> pay any benefits after that time.

#### For example:

If you enrol for life insurance on a \$25,000 loan or lease having a term of 5 years (that is, 60 months) and the "Maximum Term of Insurance" is 48 months (that is, 4 years), and if you die within years 1 to 4 of your loan or lease, we will pay a life insurance benefit. However, if you die in year 5 or later, we will not pay a life insurance benefit as the "Maximum Term of Insurance" will have expired.

#### Only one Benefit Payable for Insured Loan or Lease

If more than one insured dies, becomes totally disabled, is diagnosed with a critical illness or experiences an involuntary loss of employment, and an insurance benefit is payable, we will pay only one benefit for your insured loan or lease.

#### Additional Limitations – Life and Critical Illness Insurance

#### **Reduced Insurance Benefits**

If the "Total Amount Financed" exceeds the "Maximum Insurance Available", both shown on your insurance enrolment, then the amount of the insurance benefit will be reduced proportionately. The benefit will be calculated based on the outstanding balance of your loan or lease (as of the date of your death or the date of diagnosis of your critical illness) multiplied by the proportion of the "Maximum Insurance Available" to the "Total Amount Financed" (expressed as a percentage).

## **Additional Limitations - Disability Insurance**

#### If not Actively at Work on Effective Date

NOTE: If you were not actively at work when you enrolled for disability insurance, your eligibility to claim disability insurance benefits will be delayed. If this applies to you, you will be eligible to claim disability insurance benefits when you have once again been working for <u>at least 20 hours per week for two</u> consecutive weeks.

#### When will Disability Insurance Benefits Stop?

We will stop paying disability insurance benefits upon the earliest of:

- a) the date you are no longer totally disabled;
- b) the end of the "Maximum Benefit Period" shown on your insurance enrolment;

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- the date the cumulative total of all disability insurance benefits we have paid exceeds the "Maximum Cumulative Benefit Payable" shown on your insurance enrolment;
- d) the date your Residual Value or Balloon Payment becomes due;
- e) the date you become confined, as a result of criminal proceedings against you, to a penal institution, government detention facility, hospital or similar institution; and
- f) the date your insurance ends, as described under the heading When does your Insurance Coverage End?

## Additional Limitations – Loss of Employment Insurance

To be eligible to claim, receive and continue receiving loss of employment insurance benefits, you must:

- a) have been employed and have been continuously working at your principal occupation for a minimum of 20 hours per week for 12 consecutive months as of the effective date of your involuntary loss of employment;
- b) upon experiencing an involuntary loss of employment, immediately register with the appropriate federal (and, where applicable, provincial) government department or agency in order to qualify for and receive unemployment compensation;
- c) provide us with evidence, which we consider satisfactory, of your registration for and receipt of unemployment compensation; and
- d) be actively seeking employment.

For the purposes of this limitation:

• **Unemployment compensation** means monetary and/or other benefits provided by any applicable federal or provincial employment insurance program or employment assistance program.

#### When will Loss of Employment Insurance Benefits Stop?

We will stop paying loss of employment insurance benefits upon the earliest of:

- a) the date you once again become employed in any occupation on either a full-time or part-time basis:
- b) the end of the "Maximum Benefit Period" shown on your insurance enrolment;
- c) the date the cumulative total of all loss of employment insurance benefits we have paid exceeds the "Maximum Cumulative Benefit Payable" shown on your insurance enrolment;
- d) the date your Residual Value or Balloon Payment becomes due:
- e) the date you become confined, as a result of criminal proceedings against you, to a penal institution, government detention facility, hospital or similar institution; and
- f) the date your insurance ends, as described under the heading When does your Insurance Coverage End?

## **Exclusions - When we will not Pay Insurance Benefits**

## **Pre-Existing Condition Exclusion - All Insurance**

NOTE: We will <u>not</u> pay any insurance benefits or refund your single premium if your death, total disability or critical illness results directly or indirectly from, or is in any way related to, a pre-existing condition.

## What is a Pre-Existing Condition?

A **pre-existing condition** is any illness, disease, bodily injury, condition or symptom (regardless of whether or not a diagnosis has been made) for which you sought or received, or a prudent person would have sought or received, medical advice or treatment within the specified "Pre-Existing Condition Exclusion Period" (in months) immediately preceding the "Effective Date of Insurance", both as shown on your insurance enrolment.

For this definition of pre-existing condition:

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- Medical advice or treatment means consultation with any licensed physician or registered health
  care practitioner. This includes, but is not limited to, medical or paramedical treatment and
  investigative tests, taking pills or any prescription medication, or receiving injections, for any condition
  related to the illness, disease or bodily injury for which you have made a claim.
- Health care practitioner means a person lawfully entitled to provide insured health services, as
  defined under the Canada Health Act.

#### **How does the Pre-Existing Condition Exclusion Work?**

If you had symptoms or were treated for a medical condition within a specified period of time <u>before</u> your insurance coverage began, we will <u>not</u> pay any insurance benefits if your death, total disability or critical illness occurs within a specified period of time <u>after</u> your insurance coverage began. These specified periods of time are shown together on your insurance enrolment (in months) as the "Pre-Existing Condition Exclusion Period".

However, if your claim for disability insurance benefits or critical illness insurance benefits was excluded due to a pre-existing condition, your insurance would remain in effect and continue.

#### **Pre-Existing Condition Exclusion Period**

The pre-existing condition exclusion applies during the "Pre-Existing Condition Exclusion Period" shown on your insurance enrolment. We would pay insurance benefits if, <u>after</u> the "Pre-Existing Condition Exclusion Period" expired, you died, became totally disabled or were diagnosed with a critical illness relating to a pre-existing condition.

#### For example:

Jane's "Pre-Existing Condition Exclusion Period" shown on her insurance enrolment (in months) is "6/6". She had symptoms and was treated for a heart condition five months before her coverage began. If Jane died, was diagnosed with a critical illness or first became totally disabled as a result of her heart condition and her coverage had been in effect for less than six full months, we would <u>not</u> pay insurance benefits.

However, as long as Jane met all eligibility requirements for enrolment on the "Effective Date of Insurance" shown on her insurance enrolment, we would pay insurance benefits if she died, was diagnosed with a critical illness or first became totally disabled from her heart condition, anytime after her coverage has been in effect for six full months.

#### Here's another example:

John's "Pre-Existing Condition Exclusion Period" shown on his insurance enrolment (in months) is "6/6". He developed a non-cancerous gall bladder condition which was treated and completely resolved seven months before his coverage began, with no ongoing treatment required. If John's gall bladder condition flared up again anytime after the "Effective Date of Insurance" causing him to become totally disabled, he would be eligible to make a claim, even if his condition recurred within six months of the "Effective Date of Insurance".

NOTE: For critical illness insurance, the "Pre-Existing Condition Exclusion Period" shown on your insurance enrolment does not apply if you have ever had <u>any</u> form of cancer (that is, not just a form of cancer covered by critical illness insurance available under this Certificate of Insurance). If this applies to you, we will <u>not</u> pay a critical illness insurance benefit for any diagnosis of cancer. We explain this further under the heading *Pre-Existing Cancer Exclusion*, below.

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#### General Exclusions and Limitations – All Insurance

#### Misstatement of Age

#### **Exclusion**

If you misstate your age on your insurance enrolment, and if based on your correct age you would not have been eligible for insurance, your insurance coverage will be void from the beginning and treated as if never in force. If this happened, we would decline your claim and refund your single premium, less our applicable processing fee.

#### Limitation

If you misstate your age on your insurance enrolment, but would still be eligible for insurance based on your correct age, we will adjust any insurance benefits payable to reflect the amount of insurance your single premium would have purchased based on your correct age.

#### **Material Misrepresentation**

NOTE: It is very important you provide correct and complete information in your insurance enrolment, as we rely on it to provide you with your insurance. If you misrepresent information which is material or important to your insurance, your insurance may be void from the beginning and treated as if never in force. If this happened, we would decline your claim and, except for fraud, refund your premium, less our applicable processing fee.

A material misrepresentation occurs if you do not answer any required health or other questions correctly or completely (that is, if you fail to disclose information or give incorrect information relating to your insurance enrolment) and we provide you with insurance coverage that we would not have approved if you answered the questions correctly and completely.

#### **Contestability Period**

If you make a claim for insurance benefits within the first two years of coverage, we will review the information you provided in your insurance enrolment to confirm it is correct and complete.

Except if you misstate your age on your insurance enrolment, once your insurance has been in force for more than two years, we will generally only review your information if there is evidence of fraud. This two-year period is sometimes referred to as the "contestability period" and is a concept set out in provincial insurance legislation.

#### **Additional General Exclusions**

In addition to the above, we will not pay any insurance benefits if:

- a) you or your estate representative do not provide us with notice and proof of your claim within the time limits specified in this Certificate of Insurance;
- b) your claim results directly or indirectly from or is in any way related to:
  - i) you committing or attempting to commit a criminal offence;
  - ii) you using or ingesting any drug, poisonous substance, intoxicant and/or narcotic other than as prescribed and administered by or in accordance with the instruction of a licensed physician; or
  - iii) you operating any land, water or air vehicle which is moved or operated by any means other than your muscle power, when your blood alcohol level is in excess of the legal limit in the province in which you were operating the vehicle.

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#### Additional Benefit Exclusion - Life Insurance

#### Suicide

We will <u>not</u> pay a life insurance benefit if, within two years after the "Effective Date of Insurance" shown on your insurance enrolment, you die as a result of attempting to take your own life, whether sane or insane. If this happened, we would consider your insurance cancelled and we would pay a partial refund of your single premium as set out under the heading *Refund of Premium on Cancellation*.

## **Additional Benefit Exclusions - Disability Insurance**

We will not pay disability insurance benefits if your total disability:

- a) began prior to the "Effective Date of Insurance" shown on your insurance enrolment;
- b) results directly or indirectly from you self-inflicting an injury or attempting to take your own life, whether sane or insane:
- c) results from your normal pregnancy (that is, your pregnancy is not diagnosed as "high risk" by a licensed physician we consider appropriate);
- d) began when you were confined, as a result of criminal proceedings against you, to a penal institution, government detention facility, hospital or similar institution;
- e) began after your insurance coverage ended; or
- f) where applicable under the Group Policy (and then as indicated on your insurance enrolment), results from a work-related injury or industrial disease which entitles you to apply for and receive compensation for lost wages under workers compensation, workplace health and safety or similar legislation.

#### Additional Benefit Exclusions - Critical Illness Insurance

#### **Pre-Existing Cancer Exclusion**

NOTE: We will <u>not</u> pay a critical illness benefit for a diagnosis of cancer if you had <u>any cancer</u> at any time before the "Effective Date of Insurance" shown on your insurance enrolment. We explain this further below.

If at any time prior to the "Effective Date of Insurance" shown on your insurance enrolment:

- a) you were diagnosed with any cancer; or
- b) if you were not yet diagnosed with any cancer, but:
  - i) you had apparent signs or symptoms of any cancer; or
  - ii) you sought or received medical advice or treatment (or a prudent person would have sought or received, medical advice or treatment) relating to the apparent signs or symptoms of any cancer;

we will <u>not</u> pay a critical illness insurance benefit for:

- a) your diagnosis of a covered cancer;
- b) any recurrence of that covered cancer; or
- c) any future diagnosis of any other covered cancer.

For the purposes of this pre-existing cancer exclusion and the examples further below:

- **Any cancer** means any form of cancer (that is, not just a form of cancer covered by critical illness insurance under this Certificate of Insurance).
- Covered cancer means a form of cancer covered by critical illness insurance under this Certificate of Insurance, subject to this pre-existing cancer exclusion.

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 Non-covered cancer means a form of cancer that is not covered by critical illness insurance under this Certificate of Insurance.

#### For example:

**Scenario:** Twelve months ago, John was diagnosed with leukemia, a covered cancer. He sought medical treatment and, as of the "Effective Date of Insurance" shown in his insurance enrolment, his cancer was in remission.

**Outcome:** We will <u>not</u> pay a critical illness insurance benefit for John's previous diagnosis of cancer (that is, leukemia), for a recurrence of that cancer or for any future diagnosis of any other cancer. However, if John is diagnosed with a heart attack or a stroke, we will pay a critical illness insurance benefit unless that diagnosis is related to and excluded as a pre-existing condition.

#### Here's another example:

**Scenario:** Two years ago, Jane was diagnosed with benign melanoma, a non-covered cancer. Twelve months after the "Effective Date of Insurance" shown on Jane's insurance enrolment, Jane was diagnosed with malignant melanoma, an otherwise covered cancer.

**Outcome:** We will <u>not</u> pay a critical illness insurance benefit for Jane's non-covered cancer (that is, benign melanoma) or for her diagnosis of malignant melanoma. However, if Jane is diagnosed with a heart attack or a stroke, we will pay a critical illness insurance benefit unless that diagnosis is related to and excluded as a pre-existing condition.

#### If your Medical Condition is not Covered or is Self-Inflicted

We will not pay a critical illness insurance benefit if:

- a) the diagnosis of your medical condition:
  - does not fully meet the requirements for the definitions of heart attack, stroke or cancer, described above: or
  - ii) is specifically listed under the headings *Stroke Exclusions* or *Cancer Exclusions*, described above; or
- b) your medical condition results directly or indirectly from you self-inflicting an injury or attempting to take your own life, whether sane or insane.

#### If Cancer Diagnosed within 90 Days

If you are diagnosed with cancer within 90 days following the "Effective Date of Insurance" shown on your insurance enrolment, we will <u>not</u> pay a critical illness insurance benefit. If this happens, we will cancel your critical illness insurance and provide a full refund of any premium paid for this coverage.

## Additional Benefit Exclusions – Loss of Employment Insurance

#### **Labour Dispute or Lockout**

NOTE: We will <u>not</u> pay loss of employment insurance benefits if your involuntary loss of employment is caused by a labour dispute or lockout.

For the purposes of this exclusion:

- Labour dispute means a voluntary and simultaneous work stoppage or disruption of work by a group
  of employees, of which you are a part, acting together against one or more employers in an industry
  or territory.
- **Lockout** means the action of your employer in temporarily closing your place of employment, without terminating your employment, as a result of a labour dispute.

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## Loss of Employment within 60 Days

NOTE: We will <u>not</u> pay loss of employment insurance benefits if your involuntary loss of employment begins within 60 days of the "Effective Date of Insurance" shown on your insurance enrolment.

#### If this happens:

- a) you may cancel your loss of employment insurance within 30 days of the effective date of your involuntary loss of employment and receive a full refund of all premiums you have paid; or
- b) you may continue to pay your premiums and keep your loss of employment insurance in force for the future. This means that you will once again be eligible to claim loss of employment insurance benefits when you have once again been employed for a minimum of 20 hours per week for 12 consecutive months.

#### **General Exclusions – Loss of Employment Insurance**

We will not pay loss of employment insurance benefits if:

- a) you resign, retire or voluntarily surrender your employment;
- b) your employment is terminated as a result of your intoxication, drug abuse, dishonesty, fraud, conflict of interest, refusal to carry out your duties or willful or criminal misconduct;
- you become unemployed as a result of being self-employed, a seasonal employee or an elected government official; or
- d) you become unemployed as a result of the expiration of a specific contract of employment.

## When does your Insurance Coverage End?

#### All Insurance Ends When...

Your life insurance, disability insurance, critical illness insurance and/or loss of employment insurance coverage for which you have enrolled will end on the earliest of the following:

- a) the expiry of the "Maximum Term of Insurance" for your specific insurance coverage, as shown on your insurance enrolment;
- b) the date you reach the "Coverage Termination Age", as shown on your insurance enrolment;
- c) the date we receive your written cancellation request or, in the case of joint insurance coverage, we receive a written cancellation request from all insureds;
- d) the date you repay or discharge your insured loan or lease;
- e) the date your lease expires or is cancelled;
- f) the date you are released, by operation of law, from your legal obligation to repay your insured loan or lease (whether upon discharge from bankruptcy or otherwise);
- g) the date you transfer or assign your insured loan or lease to a creditor other than the Creditor;
- h) the date you have missed more than six monthly payments, whether consecutive or not;
- i) the date we pay a life insurance benefit, accelerated death benefit or critical illness insurance benefit under this Certificate of Insurance; and
- j) the date of your death.

## Disability Insurance Also Ends When...

Your disability insurance will also end on the date the total amount of disability insurance benefits we have paid reaches the "Maximum Cumulative Benefit Payable" shown on your insurance enrolment.

#### Critical Illness Insurance Also Ends When...

Your critical illness insurance will also automatically end if, for any reason, your life insurance ends.

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## Loss of Employment Insurance Also Ends When...

Your loss of employment insurance will also end on the date the total amount of loss of employment insurance benefits we have paid reaches the "Maximum Cumulative Benefit Payable" shown on your insurance enrolment.

## If you wish to Cancel your Insurance

Your insurance coverage with Co-operators Life is entirely voluntary and you may cancel it at any time.

Before cancelling, please remember the benefits. If you died, suffered a total disability, were diagnosed with a critical illness or experienced an involuntary loss of employment and you did not have insurance coverage, would your family be able to repay your loan or lease or make your loan or lease payments?

## 30-Day Free Look

You have a 30-day free look, beginning on the date you receive this Product Guide and Certificate of Insurance, within which you may review your insurance and, for any reason, cancel it and receive a full refund of any premium you have paid.

If we have mailed this Product Guide and Certificate of Insurance to you, your 30-day free look will begin on the fifth business day after the postmark date. If we have sent it to you by email or another form of electronic transmission, your 30-day free look will begin on the date of transmission.

#### **How to Cancel**

To cancel your insurance, please call the Administrator at 1.800.510.8372.

#### **Refund of Premium on Cancellation**

If you request cancellation of your insurance after your 30 day free look and before the last day of the "Maximum Term of Insurance" shown on your insurance enrolment, we will pay a partial refund of your single premium to the Creditor. The Creditor will apply your refund to reduce or pay off your insured loan or lease.

#### **Refunds Formulas**

Any refund that becomes payable will be calculated according to the specific "Refund Formula" stated on your insurance enrolment (as explained further below) or as otherwise required by applicable law.

#### Rule of 78 Refund Formula

If the "Refund Formula" shown on your insurance enrolment states "Rule of 78", then your single premium refund will be calculated according to "the Rule of 78" formula shown below:

Rule of 78 Refund formula: SP \* T \* (T+1)N \* (N+1)

In the formula above:

- a) "SP" is the single premium for your insurance coverage, less applicable taxes;
- b) "T" is the total number of months remaining in your original insurance coverage period, rounded up or down to the nearest whole month; and
- c) "N" is the total number of months in your original insurance coverage period.

#### **Pro-Rata Refund Formula**

If the "Refund Formula" shown on your insurance enrolment states "Pro Rata", then your single premium refund will be calculated according to the formula shown below.

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Pro-Rata Refund formula: SP \* 1

In the formula above:

- a) "SP" is the single premium for your insurance coverage, less applicable taxes;
- b) "T" is the total number of months remaining in your original insurance coverage period, rounded up or down to the nearest whole month; and
- c) "N" is the total number of months in your original insurance coverage period.

#### Simple Interest Refund Formula

If the "Refund Formula" shown on your insurance enrolment states "Simple Interest", then your single premium refund will be calculated according to the formula shown below.

Simple Interest Refund formula: (OBIL @ Time T) - (OBL @ Time T)

Where:

- a) "OBIL" is the outstanding balance of your insured loan calculated according to the credit rate specified on your loan documentation, which rate includes the cost of the single premium added to your loan:
- b) "OBL" is the amount the outstanding balance of your loan would have been if you had not purchased insurance on your loan calculated according to the interest rate specified on your loan documentation, which rate does not include the cost of the single premium added to your loan);
   and
- c) "Time T" is the effective date of cancellation of your insurance.

If you would like to obtain a quote for the amount of your single premium refund, you may contact the Administrator. An administrative fee of one hundred dollars (\$100) will be deducted from any refund. No refund will be paid if the amount is less than ten dollars (\$10) or if we have rescinded your insurance coverage due to fraud.

## How to Make a Claim

## **Notice and Proof of Claim – Important Time Limits**

NOTE: If you think you may have a claim for insurance benefits, please contact the Administrator as soon as possible at 1.800.510.8372. You must provide us with notice and proof of your claim within the time limits specified in this Certificate of Insurance. If you do not do so, we may decline your claim and not pay any insurance benefits.

#### The Claims Process

The insurance claims process is different for each type of claim. Please see the following sections for the process that applies to your specific type of claim.

#### **Claims Contact Information**

For additional information, please contact the Administrator:

LGM Financial Services Inc. #142 - 757 West Hastings Street Vancouver, British Columbia V6C 1A1

Tel: 1.800.510.8372 Fax: 1.800.510.7605

You or a claimant under this Certificate of Insurance may, on request, obtain a copy of your insurance enrolment and any other written statement or record you provided to us as evidence your insurability and may, on reasonable notice, examine and obtain a copy of the Group Policy.

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## How to make a Life Insurance Claim

## **Start by Calling 1.800.510.8372**

To make a life insurance claim, the Administrator is the first point of contact for your next of kin or your estate representative. The Administrator has access to the required claim forms, will assist in completing those forms and will know what supporting loan or lease information we require. Once completed, the Administrator will submit the necessary documents to us to initiate the claim.

## Important Time Limit for Submitting a Life Insurance Claim

NOTE: Your estate representative must submit notice and proof of claim to us <u>within one year</u> of the date of your death. This includes proof of your death and all other supporting documentation which we require.

## What Happens After a Life Insurance Claim is Submitted?

We will coordinate obtaining the information we require with the Administrator or, where necessary, with your estate representative. We will notify the Creditor once we make our claim decision.

# How to make a Disability Insurance, Critical Illness Insurance or Loss of Employment Insurance Claim

## **Start by Calling 1.800.510.8372**

You, as the insured, should make this call yourself. When you make the initial call, we will start by asking you for information so we can identify you and your loan or lease. The information we require to establish your entitlement to benefits may be different for each type of claim.

# Important Time Limits for Submitting a Disability Insurance, Critical Illness Insurance or Loss of Employment Insurance Claim

NOTE: If you wish to make a disability insurance claim, a critical illness insurance claim or a loss of employment insurance claim, you must provide us with written notice within 30 days of the date your claim first arises (that is, the date you first became totally disabled, were diagnosed with a critical illness or experienced an involuntary loss of employment). You must also submit proof of your claim, in a form we consider acceptable, within 90 days of the date your claim first arises or, if not reasonably possible within that time, no later than one year from that date.

## What Happens After you Submit a Disability, Critical Illness or Loss of Employment Insurance Claim?

After your claim is submitted, we will let you know if we require additional documentation or information. We will also ask you to complete and return to us an authorization form so we may obtain information directly from your physician(s), employer or other sources we consider appropriate.

Please note you will remain legally responsible to make your loan or lease payments to the Creditor throughout the course of any claim. We will notify you and the Creditor in writing if we approve or decline your claim. If we approve your claim, we will pay the benefits described in this Certificate of Insurance. If we decline your claim, we will provide you with reasons.

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## **Appealing your Claim**

If we decline your insurance claim and you disagree with our decision, you may send us a formal written request to appeal your claim explaining why you disagree with our decision and providing us with supporting documentation. Upon receipt, we will review your request and advise you of our final decision.

If you are not satisfied with our final decision, we will provide you with information on the steps you can take to have your concerns reviewed further. This may include, if you wish, contacting our designated OmbudService.

## **Important Time Limits for Taking Legal Action**

NOTE: If we decline your claim or terminate your insurance benefits, you should know provincial laws strictly limit the time periods within which you may commence legal proceedings against an insurer to recover insurance benefits.

**For residents of Alberta:** Every action or proceeding against an insurer for the recovery of money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

## **Definitions**

**Accrued interest** is the interest owing on the outstanding balance of your insured loan or lease from the date of the last payment, as determined by the Creditor, to the date of your death or the date you are diagnosed with a critical illness or terminal illness, depending on the insurance benefit payable.

Actively at work is explained under the heading Actively at Work.

**Administrator** means LGM Financial Services Inc. or such other administrator as we may appoint from time to time.

**Any cancer** is explained under the heading *Pre-Existing Cancer Exclusion*.

**Appropriate medical care** is explained under the heading *What do Totally Disabled and Total Disability Mean?* 

**Cancer** is explained under the heading *What does Cancer Mean?* 

**Certificate of Insurance** means this Product Guide and Certificate of Insurance issued to you which, along with your insurance enrolment (once approved by us), is proof of your insurance coverage under the Group Policy.

**Co-operators Life** means Co-operators Life Insurance Company, 1920 College Avenue, Regina, Saskatchewan, S4P 1C4.

**Covered cancer** is explained under the heading *Pre-Existing Cancer Exclusion*.

**Creditor** means any authorized participating automotive or recreational vehicle dealership or a financial institution to which your loan or lease is assigned by such dealership, as shown on your insurance enrolment.

**Critical illness** means a heart attack, stroke or cancer, as specifically described under the heading *Critical Illness Insurance Benefit*.

**Critical illness insurance** means, if selected by you on your insurance enrolment, the creditor's group insurance provided to you under this Certificate of Insurance which pays a benefit to the Creditor if you are diagnosed with a critical illness.

**Diagnosis** and **diagnosed** mean a definitive written diagnosis of a medical condition made by a licensed physician qualified to make that diagnosis.

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**Disability insurance** means, if selected by you on your insurance enrolment, the creditor's group insurance provided to you under this Certificate of Insurance which pays a benefit to the Creditor if you become totally disabled.

**Employed** and **employment** are explained under the heading *Loss of Employment Insurance - Additional Eligibility Requirements*.

**Group Policy** means the creditor's group insurance policy issued by Co-operators Life to the Group Policyholder which makes life insurance, disability insurance, critical illness insurance and/or loss of employment insurance available to all eligible individuals who choose to enrol.

Group Policyholder means the "Dealership" shown on your insurance enrolment.

Health care practitioner is explained under the heading What is a Pre-Existing Condition?

**Heart attack** is explained under the heading What does Heart Attack Mean?

**Insurance enrolment** means the form completed and signed by you to enrol for one or more types of insurance under the Group Policy.

**Insured** means an individual, including you, who has enrolled and has met all eligibility requirements for one or more types of insurance under the Group Policy.

**Insured loan or lease** means the amount of the "Total Amount Financed" shown on your insurance enrolment that is insured under this Certificate of Insurance, subject to applicable maximum limits.

**Involuntary loss of employment** is explained under the heading *When will we Pay Loss of Employment Insurance Benefits?* 

**Labour dispute** is explained under the heading *Labour Dispute or Lockout*.

Layoff is explained under the heading When will we Pay Loss of Employment Insurance Benefits?

**Lease** means a contract between you and the Creditor for the use of a vehicle or other equipment, subject to stated terms and limitations, for a specified period and at a specified payment.

**Level premium** means the one-time premium you pay if you have chosen to insure the residual value under your lease, as shown on your insurance enrolment.

**Life insurance** means the creditor's group insurance provided to you under this Certificate of Insurance which pays a benefit to the Creditor if you die.

**Loan** means a loan granted to you by the Creditor, over a fixed term as specified in the agreement pertaining to your loan.

**Lockout** is explained under the heading *Labour Dispute or Lockout*.

**Loss of employment insurance** means, if selected by you on your insurance enrolment, the creditor's group insurance provided to you under this Certificate of Insurance which pays a benefit to the Creditor if you experience an involuntary loss of employment.

**Medical advice or treatment** is explained under the heading What is a Pre-Existing Condition?

**Non-covered cancer** is explained under the heading *Pre-Existing Cancer Exclusion*.

**Outstanding balance** means the amount determined by the Creditor that you owe on your loan, or in the case of a lease, the present value of your remaining lease payments (including any Residual Value or Balloon Payment for which you have taken insurance and paid the required premium).

Pre-existing condition is explained under the heading What is a Pre-Existing Condition?

**Principal occupation** is explained under the heading *What do Totally Disabled and Total Disability Mean?* 

**Residual Value/Balloon Payment**, as shown on your insurance enrolment, means a lump sum payment due at the end of the term of your lease or loan.

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**Seasonal employee** is explained under the heading *Loss of Employment Insurance - Additional Eligibility Requirements.* 

**Self-employed** is explained under the heading Loss of Employment Insurance - Additional Eligibility Requirements.

**Settlement interest** means interest on the outstanding balance of your insured loan which we will pay as part of the insurance benefit. It is calculated, at a rate and for a term as determined by us, from the date of your death or the date of diagnosis of your critical illness or terminal illness, depending on the insurance benefit payable.

**Single premium** means the one-time, lump sum, total premium for all insurance you have chosen, which you pay when you enrol, and is explained under the heading *What does your Insurance Cost?* The amount of single premium is the "Total Insurance Premium" shown on your enrolment.

**Stroke** is explained under the heading *What does Stroke Mean?* 

**Totally disabled** and **total disability** are explained under the heading *What do Totally Disabled and Total Disability Mean?* 

**Unemployment compensation** is explained under the heading *Additional Limitations – Loss of Employment Insurance*.

We, us and our mean Co-operators Life or the Administrator, where applicable.

You and your mean each individual:

- a) who is eligible for insurance under the Group Policy;
- b) who is named in the insurance enrolment and has enrolled for one or more types of insurance under the Group Policy;
- c) for whom we have received the single premium; and
- d) to whom we have issued a Certificate of Insurance.

## **Your Privacy Matters to us**

We recognize and respect the importance of privacy. When you enrol for insurance coverage, we establish a confidential file and collect, use and disclose your personal information for the purposes of issuing, administering and servicing your insurance. You may access and correct, if needed, the personal information in your file by sending a request in writing to Co-operators Life Insurance Company, c/o LGM Financial Services Inc., #142 - 757 West Hastings Street, Vancouver, British Columbia, V6C 1A1 Attention: Privacy Officer.

We limit access to your personal information to our staff and other persons we have authorized who have a need to know it to perform their duties. We may store or process your personal information in Canada, the United States or other countries and, under applicable law, governments, courts, law enforcement or regulatory agencies may, by lawful order, obtain disclosure of your personal information.

For more information about us and our privacy practices, please visit <a href="www.cooperators.ca">www.cooperators.ca</a> and <a href="www.lgm.ca">www.lgm.ca</a>.

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