



**SIMPLY SECURE™  
CERTIFICATE OF  
INSURANCE &  
DISCLOSURE STATEMENT**

Certificate Effective Date:  
August 15, 2023

Simply Secure™ Payment Protection Plan (the "Policy") is available to Flexiti Financial Inc ("Flexiti") customers, as insured, on approved credit card account applications in which the insurance enrollment is submitted to Trans Global Insurance Company and Trans Global Life Insurance Company for residents of all provinces except Quebec, and to Trans Global Life Insurance Company for residents of Quebec, and who have requested the coverage, agreed to pay the premium, and continue to pay premiums on a timely basis. Failure to make premium payments on a timely basis could cause lapses in coverage. Please see "Termination of Coverage" under Part G, below.

When **You** enroll in the Policy, **You** are enrolling directly with **Us**. This Certificate of Insurance, plus the insurance premiums billed on **Your** Flexiti credit card account, paid monthly are evidence of **Your** insurance under the Policy, provided the insurance has not been terminated in accordance with the provisions outlined in this Certificate of Insurance. The Policy is underwritten pursuant Group Master Policy No's FL- 04012018-P and FL- 04012018-L for residents of all provinces except Quebec, and Group Master Policy No. FL- 04012018-L for residents of Quebec, issued to Flexiti by **Us** along with the following respective coverage they provide under the Policy:

<b>Quebec Residents</b>	<b>Residents in all Provinces (except Quebec)</b>
<b>Trans Global Life Insurance Company (FL- 04012018-L)</b>	<b>Trans Global Insurance Company (No's FL- 04012018-P)</b>
Part A: Involuntary Unemployment Part B: Involuntary Unemployment (Self Employed Individuals)	Part A: Involuntary Unemployment Part B: Involuntary Unemployment (Self Employed Individuals)
Part C: Critical Illness Part D: Disability Part E: Life with Dismemberment	<b>Trans Global Life Insurance Company (FL- 04012018-L)</b>
	Part C: Critical Illness  Part D: Disability Part E: Life with Dismemberment

This Certificate of Insurance contains information about **Your** optional insurance. It outlines what is covered along with the conditions under which a payment will be made. It also provides instructions on how to make a claim. It is important that **You** read this Certificate of Insurance carefully and understand **Your** coverage as **Your** coverage is subject to certain limitations or exclusions. This Certificate of Insurance is not a contract of insurance and contains only a summary of the principal provisions of the Policy.

Please refer to the Definition section or to the applicable description of benefits for the meanings of all bolded terms. This Certificate of Insurance replaces all Certificate of Insurance previously issued to **You** with respect to the Policy. Coverage is only available if **You** are a resident of Canada. This coverage may be cancelled, changed, or modified at the option of Flexiti and the Insurer at any time. For confirmation of coverage or for any questions concerning the information in this Certificate of Insurance, call **Us**, toll free at **1-844-930-6022**.

**WHO IS COVERED**

To be eligible to apply for insurance, **You** must be a Canadian resident and be over age 18 on the Effective Date. For residents in all provinces except Quebec, the Life and Dismemberment and Critical Illness coverages are available to the **Primary Cardholder** and their **Spouse** while the Disability and Involuntary Unemployment coverages are only available only to the **Primary Cardholder**. For residents of Quebec, all coverages are only available only to the **Primary Cardholder**.

If **You** are 65 (71 in British Columbia) years of age or older at the date of **Your** death, the Life Insurance benefit will be paid only in the event of **Accidental Death**.

Critical Illness coverage ceases at age of 65. For further clarity, the date of **First Diagnosis** must occur prior to the individual's 65th birthday.

**HOW TO CANCEL THIS INSURANCE**

Upon receipt of this Certificate of Insurance, if You no longer wish to be enrolled in this insurance, please contact Us to cancel Your Policy within 30 days for resident of all provinces except Quebec, and 60 days for residents of Quebec. The cancellation request will need to be made in writing and contain Your signature. When the Policy is cancelled within 30 days (60 days for residents of Quebec) of enrollment, any premiums charged, will be refunded to Your Flexiti credit card account. You may cancel any time after 30 days (60 days for Quebec residents) by sending Us a request in writing, but You will not be entitled to a refund of any premiums charged. If You have any questions regarding this Policy or require claim information, please contact:

Trans Global Life Insurance Company  
and Trans Global Insurance Company  
Suite 275, 16930 114 Ave NW  
Edmonton, AB T5M 3S2  
Telephone: 1-844-930-6022

**PART A - INVOLUNTARY UNEMPLOYMENT**

**BENEFIT**

If You become involuntarily unemployed after the Effective Date, We will pay Flexiti, the monthly payment obligation on Your behalf, retroactively beginning from Your Date of Loss. We will make Your Monthly Payment due until You return to work full-time, subject to a maximum of 12 Monthly Payments. When You are simultaneously disabled and involuntarily unemployed, You are entitled to benefits only under one coverage, not under both. The total Monthly Payment will not exceed the lesser of the Outstanding Balance or \$25,000.

For individuals who may simultaneously be earning income in an employer and employee relationship and operating a business in a self-employed capacity **You** are only entitled to payment of benefits under Part A – Involuntary Unemployment Benefit or Part B – Involuntary Employment – Self Employed Individuals, not under both. In determining payment of benefits in the above noted situation, **We** reserve the right to choose which stated head of coverage benefits are paid under.

## CONDITIONS

To be eligible for involuntary unemployment benefits under this Part A:

- 1) **You** must be a Canadian resident and be over age 18 on the Effective Date;
- 2) **You** must have been insured under the Policy and gainfully employed on a permanent basis, working full-time at the **Date of Loss**, which means working at least 25 hours each week;
- 3) **You** shall have been involuntarily unemployed for more than 30 consecutive days;
- 4) Prior to **Your** involuntary unemployment, **Your** employer shall have been paying employment insurance premiums to Canada Revenue Agency (CRA) and/or any of its successor entities, on **Your** behalf. **Within 15 days of Your involuntary unemployment, You must have registered with Canada Employment Insurance Commission to receive employment insurance benefits;**
- 5) While **You** are involuntarily unemployed **You** must be available to work full-time, and **You** may be required to provide evidence that **You** are actively seeking employment.

## EXCLUSIONS

**We** shall not be liable for involuntary unemployment benefits due to:

- 1) Unemployment for any reason beginning within 30 days from the **Effective Date**;
- 2) Unemployment known by **You** to be impending at the time of application for insurance;
- 3) Loss of seasonal employment;
- 4) Strikes or lockouts, whether or not **You** participate voluntarily;
- 5) Disability for which benefits are payable under this Policy;
- 6) Discharge for cause by **Your** employer;
- 7) Pregnancy or childbirth, maternity, paternity or adoption leave;
- 8) Family medical or caregiver leave;
- 9) Voluntary unemployment;
- 10) Criminal charges having been laid against **You** and any resulting incarceration;
- 11) Failure to pay child maintenance support payments, spousal support payments or alimony;
- 12) Retirement, whether voluntary or mandatory;
- 13) Any of the exclusions listed under the heading "General Exclusions" found in Part G – General Provisions.

## RE-ELIGIBILITY

If **You** return to work for less than 6 consecutive months after receiving benefits under this Part and suffer another period of at least 30 consecutive days of involuntary unemployment, **You** will only be eligible for any remaining benefits of the maximum 12 **Monthly Payments** from the previous claim. However, if **You** have returned to full time employment (at least 25 hours per week) for at least 6 consecutive months after receiving benefits under this Part A, **Your** coverage will be reinstated for up to the contracted month benefits (subject to the \$25,000 maximum limit) for subsequent periods of covered involuntary unemployment.

## PART B – INVOLUNTARY UNEMPLOYMENT SELF EMPLOYED INDIVIDUALS

### BENEFIT

If **You** become involuntarily unemployed, as a self-employed individual, as a result of **Your** business being involuntarily petitioned into bankruptcy by Your creditors, and **You** remain unable to generate any income during the period of 30 consecutive days after the **Effective Date** and while insured. **You** may be entitled for benefits under the Involuntary Unemployment insurance for self-employed individuals.

Upon eligibility, **We** will pay Flexiti on **Your** behalf, retroactively beginning from **Your Date of Loss, Your Monthly Payments** due. **We** will make **Your** Monthly Payment due until **You** return to work full-time, subject to a maximum of 12 **Monthly Payments**. When **You** are simultaneously disabled and involuntarily unemployed, **You** are entitled to benefits under one coverage, not under both. The total **Monthly Payments** will not exceed the lesser of **Your Outstanding Balance** at the **Date of Loss** or the maximum of \$25,000.

For individuals who may simultaneously be earning income in an employer and employee relationship and operating a business in a self-employed capacity **You** are only entitled to payment of benefits under Part A – Involuntary Unemployment Benefit or Part B – Loss of Employment – Self Employed Individuals, not under both. In determining payment of benefits between benefits under Part A or Part B, **We** reserve the right to choose which stated head of coverage benefits are paid under

### CONDITIONS

To be eligible for involuntary unemployment benefits under Part B:

- 1) **You** must be a Canadian resident and be over age 18 on the Effective Date;
- 2) **You** must have been insured under the Policy and working in a self-employed capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the **Date of Loss**, (which is defined as working a minimum of 25 hours each week), in a legally incorporated business that has been operating in Canada for a period of no less than 2 continuous years prior to the **Effective Date** of the Policy.
- 3) **You** shall have been involuntarily unemployed for more than 30 consecutive days.
- 4) Prior to **Your** involuntary unemployment, as a self-employed individual and only if/when applicable, **You** shall have been paying special employment insurance premiums to Canada Revenue Agency (CRA) and/or any of its successor entities.
- 5) While **You** are involuntarily unemployed, as a self-employed individual, **You** must be available to work full-time and **You** may be required to provide evidence that **You** are actively seeking employment.

### EXCLUSIONS

**We** shall not be liable for involuntary unemployment for self-employed individual benefits due to:

- 1) Unemployment for any reason beginning within 90 days from the **Effective Date**;
- 2) Unemployment known by **You** or should have been known to **You** impending at the time of application for insurance;
- 3) Strikes or Lockouts, whether or not **You** or **Your** business participate voluntarily;
- 4) Disability for which benefits are payable under this Policy
- 5) Discharged for cause by a hiring company or customer;

- 6) Pregnancy, or childbirth and maternity, paternity or adoption leave;
- 7) Family medical or Caregiver leave;
- 8) Voluntarily unemployment, **You** refused to complete work, as contracted or as outlined in job specifications;
- 9) Failure to comply with safety regulations and conditions required by trade unions, associations or provincial health and safety regulators;
- 10) Criminal charges having been laid against **You** and resulting incarceration;
- 11) Failure to pay child maintenance, support payments, spousal support or alimony;
- 12) Inability to travel for work related reasons due to loss of passport or visa conditions;
- 13) Closure of business as a result of gross or willful misconduct, negligence, voluntary forfeiture of salary, wages or income;
- 14) Retirement, whether voluntary or mandatory;
- 15) Any of the exclusion listed under the Certificate of Insurance of Insurance heading "general Exclusion" found in Part G – General Provisions.

## RE-ELIGIBILITY

If **You** return to work in a capacity of self-employment for less than 6 consecutive months after receiving benefits under this Part B and suffer another period of at least 90 consecutive days of involuntary unemployment, for self-employed individuals, **You** will only be eligible for any remaining benefits of the maximum **12 Monthly Payments** from the previous claim. However, **You** must be working in a new business capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the **Date of Loss**, which is defined as working a minimum of 25 hours each week, in a legally incorporated business that has been operating in Canada for a period of no less than 2 continuous years prior to the **Effective Date** of the Policy. After 6 consecutive months, **Your** coverage will be reinstated for up to another 12-month benefit period (subject to the \$25,000 maximum Policy limit) for subsequent periods covered by involuntary unemployment for self-employed individuals. If **You** return to work in a capacity other than self-employment, please refer to the re-eligibility section under Involuntary Unemployment of this Certificate of Insurance.

## INVOLUNTARY UNEMPLOYMENT –SELF EMPLOYED INDIVIDUALS CLAIMS

Bankruptcy court documents must be provided to Us at the address set out at the beginning of the Certificate of Insurance showing proof of filed bankruptcy along with the name of the appointed trustee of bankruptcy. We may at **Our** discretion require financial statements showing proof of documented evidence of the past 3 years of business operations, business tax returns for the evidence of filing with Canada Revenue Reporting Agency, along with individual and spouse tax returns for the past 3 years showing evidence of filing with Canada Revenue Reporting Agency. We may also require the most recent copy of articles of incorporation and business license of the business at the time of the claim.

## PART C – CRITICAL ILLNESS BENEFIT

### BENEFIT

If, after the **Effective Date** and while insured, **You** (for residents of Quebec) and **You** and **Your Spouse** (for residents of all provinces other than Quebec), are diagnosed with a Critical Illness for the first time in **Your** life and survive that **First Diagnosis** for at least 30 days, **We** will pay to Flexiti an amount equal to the **Outstanding Balance** as on the date of **First Diagnosis** of the Critical Illness, to a maximum of \$25,000.

## CONDITIONS

- 1) Critical Illness coverage under Part C ceases to the Critical Illness claimant upon attainment the age of 65. The date of **First Diagnosis** must occur prior to the individuals 65th birthday.
- 2) The Critical Illnesses covered under this **Policy** are **Cancer (Life Threatening), Heart Attack, Stroke, Coronary Artery Bypass Graft, Kidney Failure** and **Major Organ Transplant**. Full definitions of these Critical Illnesses along with any limitations are found below.
- 3) Under this Certificate of Insurance, the Critical Illness benefit will be paid only once. After the Critical Illness benefit is paid, **You** remain eligible for benefits described under Parts A, B, D, & E of this Certificate of Insurance.
- 4) Proof of loss satisfactory to **Us** must be submitted within 90 days of First Diagnosis. The diagnosis must be made in writing by a licensed physician and be supported by medical evidence that **We** require or may require.

## EXCLUSIONS

**We** do not pay a benefit for a particular Critical Illness if:

- 1) that Critical Illness resulted directly or indirectly from any of the exclusions listed under the heading "General Exclusions" found in General Exclusion Provisions;
- 2) that Critical Illness existed, or was first diagnosed, prior to the **Effective Date** or within 90 days after the **Effective Date**.

## CRITICAL ILLNESS DEFINITIONS & LIMITATIONS

Only the following Critical Illnesses, as defined below, are covered under this Certificate of Insurance:

- 1) **Cancer (Life Threatening)** means any malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. The diagnosis must be made in writing by a physician and be confirmed by histological examination of the involved tissue. Under this Certificate of Insurance Cancer includes leukemia and Hodgkin's disease but does not include:
  - a. All tumors which are histologically described as pre-malignant, as non-evasive or as cancer in situ;
  - b. Stage A prostate cancer, Duke's Stage A colon cancer, or any pre-malignant lesions, benign tumors or polyps;
  - c. Kaposi's sarcoma or cancerous tumors in the presence of Human Immunodeficiency Virus;
  - d. Any skin cancer that is not malignant invasive melanoma and that has not exceeded .75 millimeters in depth.
- 2) **Heart Attack** means the death of a portion of the heart muscle as a result of inadequate blood supply that has resulted in all of the following evidence of acute myocardial infarction:
  - a. Typical chest pain;
  - b. New characteristic electrocardiographic (ECG) changes; and
  - c. The characteristic rise of cardiac enzymes, troponins or other biochemical markers.
  - d. Other acute coronary syndromes, including but not limited to angina, are not covered under this definition.

- 3) **Stroke** means any cerebrovascular incident, excluding transient ischemic attack (mini stroke), producing death of a portion of the brain as a result of thrombosis, intracranial or subarachnoid hemorrhage or embolization from an extracranial source and with objective evidence of a new permanent neurological deficit persisting for more than 30 days.
- 4) **Coronary artery bypass graft** means the undergoing of heart Surgery to correct the narrowing or blockage of one or more coronary arteries using venous or arterial grafts. Coronary artery bypass graft does not include;
  - a. Angioplasty (percutaneous transluminal coronary angioplasty);
  - b. Laser relief of an obstruction; stern insertion; coronary angiography; or
  - c. Any other intra-catheter technique.
  - d. The Surgery must be deemed medically necessary by a physician who is a board- certified cardiologist.
- 5) **Kidney Failure** means end stage, irreversible failure of both kidneys to function, provided that a physician who is board certified has determined that such failure requires either:
  - a. Immediate and regular kidney dialysis (no less often than weekly) that is expected by such physician to continue for at least six months; or
  - b. A kidney transplant.
- 6) **Major Organ Transplant** means the actual undergoing as a recipient of a transplant of a heart, lung, pancreas, kidney or liver.

- 6) When **You** are simultaneously disabled and involuntarily unemployed, **You** are entitled to benefits only under one coverage, not under both.

## EXCLUSIONS

**We** do not pay a monthly disability benefit if the disability resulted directly or indirectly from:

- 1) any of the exclusions listed under the heading "General Exclusions" found in Part G – General Provisions;
- 2) a pre-existing condition, if **Your** disability commences anytime during the first 12 months of coverage. For the purposes of this exclusion, pre-existing condition is any sickness or injury for which **You** or if applicable, **Your Spouse**, received medical advice, consultation, diagnosis, investigation, or for which treatment was required or recommended by a doctor during the 6 months prior to the **Effective Date of Your** coverage;
- 3) a nervous, mental, psychological, emotional, or behavioral disorder or condition unless **You** are under the full-time care of a licensed psychiatrist;
- 4) a Critical Illness for which a benefit has been paid under Part C- Critical Illness, of this Policy;
- 5) normal pregnancy;
- 6) foreign travel or residence;
- 7) Flight on non-scheduled aircraft.

## RE-ELIGIBILITY

When payments have been completed for a claim under these Disability provisions, **You** must resume permanent full-time employment 25 or more hours per week for a period of 60 consecutive days to become eligible for a further Disability claim.

## PART D – DISABILITY BENEFIT

### BENEFIT

If **You** become totally disabled and as a result are unable to work, while **You** are covered under the Policy, **We** will make **Your Monthly Payments**, as defined in Part F - Definitions, to Flexiti on **Your** behalf during the term of **Your** total disability beginning retroactively with **Your Date of Loss** and until **You** are able to return to work, subject to a maximum of 12 **Monthly Payments**. The total benefits paid will not exceed the lesser of the **Outstanding Balance** or \$25,000.

### CONDITIONS AND LIMITATIONS

- 1) **You** must become, after the **Effective Date**, totally and continuously disabled as the result of accidental bodily injury or sickness and shall be regularly attended by a licensed physician or surgeon other than **Yourself** and, in the opinion of the physician or surgeon, be prevented from engaging in any business or employment for which **You** are reasonably fitted by training, experience or education, and shall remain so totally disabled for more than 30 consecutive days.
- 2) To be eligible for disability benefits, **You** must have been insured under the Policy and gainfully employed on a permanent basis, working full-time at the **Date of Loss**, which means working at least 25 hours each week.
- 3) **We** will require **Your** attending physician or surgeon to send **Us** a written statement, on a form provided by **Us** or acceptable to **Us**, during the initial period of disability indicating that **You** were totally disabled and unable to resume employment because of the disability. **You** may be required to provide subsequent verification of continued disability.
- 4) Benefits will end once **Your** doctor allows **You** to return to work on a full-time, part-time, or modified basis.
- 5)

## PART E - LIFE WITH DISMEMBERMENT

### BENEFIT

**We** will pay to Flexiti, on **Your** behalf, upon due proof of **Your** death or dismemberment (for Quebec residents) or **You** or **Your Spouse** (for residents in all other province other than Quebec), occurring after the Effective Date and while **You** are covered under the Policy, an amount of insurance equal to the Outstanding Balance of **Your** Flexiti credit card account at the date of death or dismemberment to a maximum of \$25,000. If the death or dismemberment of **You** and **Your Spouse** (for residents in all other province other than Quebec) occurs simultaneously, only one benefit will be paid.

### DISMEMBERMENT

Dismemberment means accidental bodily injuries that are sustained directly and independently of all other causes resulting in the total and irrevocable loss of the entire sight of both eyes, or a hand or foot by complete severance through or above the wrist or ankle joint.

### AGE LIMITATION

If **You** (for Quebec residents) or **You** or **Your Spouse** (residents in all other provinces) are 65 (71 in British Columbia) years of age or older at the date of death, the Life insurance benefit will be paid only in the event of **Accidental Death**.

## EXCLUSIONS

**We** do not pay a benefit if the death or dismemberment resulted directly or indirectly from:

- 1) Any of the exclusions listed under the heading "General Exclusions" found in Part G – General Provisions.
- 2) A pre-existing Condition, if **You** die within 6 months of the Effective Date from that pre-existing condition. For the purposes of this exclusion, **We** define a pre-existing condition as any sickness or injury for which **You** received medical advice, consultation, diagnosis, investigation, or for which treatment was required or recommended by a doctor during the 6 months prior to the Effective Date of **Your** coverage.
- 3) A Critical Illness for which a benefit has been paid under Part C – Critical Illness of this Certificate of Insurance.

## PART F – DEFINITIONS

**Accidental Death** means death through accidental means sustained directly or independently of all causes and occurring within 90 days from the date of the accident.

**Date Of Loss** is the date the event or occurrence or, in the case of total disability or involuntary unemployment, the commencement thereof, giving rise to a claim under the Policy.

**Effective Date** For the coverage's provided under Parts A, B, C, D, and E, the **Effective Date** is the date that **We** receive **Your** enrollment for insurance.

**First Diagnosis** means the date on which a licensed physician establishes the diagnosis of a Critical Illness.

**Monthly Payments** means the amount due and payable by **You** to Flexiti on **Your** Flexiti credit card account for each monthly period.

**Monthly Payments** are based on the various purchase plan amounts that make up **Your** Flexiti payment obligation and **Outstanding Balance** on **Your Date of Loss**. This will be calculated to include:

Account Type	Monthly Payments Based On
<b>a</b> Regular purchases	Payment amounts due
<b>b</b> Deferred Payment Financing	5% of its purchase plan amounts
<b>c</b> Equal Installment Financing	The purchase plan payment amount
<b>d</b> Other than account types (a) (b) and (c)	5% of its purchase plan amounts

**Outstanding Balance** means the total amount owing to Flexiti on **Your** Flexiti credit card account as at the **Date of Loss**.

**Primary Cardholder** is the individual whose name appears first on the Flexiti credit card account.

**Spouse** means **Your Spouse** that **You** are married to; or **Your** partner in a common-law relationship of the same or opposite sex, who although not legally married to each other, have continuously co-habited in a marriage like relationship for at least the last 12 months.

**You, Your** and **Yourself** means the individual whose name appears on the Flexiti credit card account and is responsible for the outstanding debt.

**We, Us** and/or **Our** refers to Trans Global Life Insurance Company for residents of Quebec and Trans Global Insurance Company And Trans Global Life Insurance Company for residents of all other provinces other than Quebec.

## PART G – GENERAL PROVISIONS

**BENEFICIARY** - Benefits payable under Parts A, B, C, D, & E of the Policy shall be paid to Flexiti, as irrevocable Beneficiary, to be applied by Flexiti in payment of **Your** Flexiti credit card account **Outstanding Balance**.

**CERTIFICATE** - Copies of the Group Policies are available by contacting Trans Global Insurance Company.

**MAKING A CLAIM** - Claim forms may be obtained by calling a Customer Service Representative at 1-844-930-6022 or by downloading forms from <https://transglobalinsurance.com/claims/>

**NOTICE OF LOSS** in writing must be filed with Us at the office address set out at the beginning of this Certificate of Insurance within **90 days** from the date of such loss. Failure to report a loss within the stated period of time will invalidate any claim in respect of such loss.

**PROOF OF LOSS** in writing and any required receipts or reports must be furnished to Us at the office address set out at the beginning of this Certificate of Insurance within 90 days from the date of such loss. Subsequent written proofs of continuance of such loss must be furnished at such intervals as **We** may require. Costs incurred by **You** to obtain proof or evidence of **Your** loss will be at **Your** own expense.

**You** will provide written authorization for Us to make inquiries of **Your** past and present employers for the settlement of **Your** Disability and Involuntary Unemployment claims, and of **Your** medical or other health care practitioners for the settlement of **Your** Life With Dismemberment, Critical Illness and Disability claims as **We** consider necessary.

## GENERAL EXCLUSIONS

No benefits will be paid under the Policy's Life and Dismemberment, Disability, Involuntary Unemployment or Critical Illness coverages if the loss was, directly or indirectly, caused by:

- 1) an attempted suicide or suicide, while sane or insane, within two years of the **Effective Date**;
- 2) an intentionally self-inflicted injury;
- 3) the commission, or attempted commission, of an illegal act;
- 4) military service, declared or undeclared war, or any nuclear, chemical, or biological contamination resulting from an act of terrorism; or
- 5) Alcohol or solvent abuse, or the taking of illegal drugs or prescription drugs except where prescribed by a licensed doctor and taken as directed.

## COMPLAINT PROCEDURES

If **You** have a complaint or inquiry about any aspect of this insurance coverage, please call **1- 844-930-6022** between 8:00 am and 5:00 pm (MT), Monday to Friday. If for some reason **You** are not satisfied with the resolution to **Your** complaint or inquiry, please see **Our** complaint resolution processes which can be found at: [www.transglobalinsurance.ca/resolving-complaints](http://www.transglobalinsurance.ca/resolving-complaints)

## YOUR PRIVACY MATTERS TO US

We are committed to protecting **Your** privacy. We respect **Your** privacy and want **You** to understand how **We** collect and use **Your** personal information.

## How We Collect Your Information

**We** collect and keep information about **You**, which is needed to provide the products and services **You** request. **We** collect information from **You**, either directly or through **Our** representatives. **We** may also need to collect information about **You** from sources such as hospitals, doctors and other health care providers, the Medical Information Bureau, the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and **Your** current and former employer.

## How We Use Your Information

**We** use **Your** information to provide the products and services **You** request, which includes using it to evaluate insurance risk and manage claims. **We** may also share **Your** information with other third parties, when it is necessary for the services **We** provide to **You**. Third parties may include other insurance companies, the Medical Information Bureau, financial institutions, third party administrators, and any references **You** provide.

**We** may use **Your** information internally, to prepare statistical reports that help **Us** understand the needs of **Our** customers and that help **Us** understand and manage **Our** business. For these purposes, where a third-party service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.

**You** may request to review **Your** personal information in **Your** file or request to make a correction by writing to:

### The Privacy Officer

#### Trans Global Life Insurance Company/Trans Global Insurance Company

Attention: Chief Privacy Officer  
16930 – 114 Avenue NW  
Edmonton, Alberta T5M 3S2

For more information on privacy at Trans Global Insurance, visit [www.transglobalinsurance.ca/about-us/privacy-policy](http://www.transglobalinsurance.ca/about-us/privacy-policy)

## LEGAL PROCEEDINGS

No legal action may be brought against **Us**, unless it is brought within 24 months after the **Date of Loss** for resident of all provinces except Quebec and 36 months after the **Date of Loss** for Quebec residents only; or the shortest applicable limit of time established by law. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act. The benefits payable under this Policy are based on **Your Outstanding Balance** on the **Date of Loss**. Any changes made to **Your** Policy after the **Date of Loss** but during the benefit period will not be included in the calculation of **Your** benefits. The benefits payable under this Policy are calculated on **Your Outstanding Balance** on the **Date of Loss**. Any purchases or charges made on **Your** Monthly Insurance Payment Protection Policy after the **Date of Loss** and during the period for which **You** are collecting benefits will not be included in the calculation of **Your** benefit.

**MISSTATEMENT OF AGE** - **Our** liability is limited to a refund of all premiums **You** have paid when **You** misstated **Your** age to **Us** at the time **You** provided to **Us** **Your** application for insurance.

**PREMIUM RATE** - The monthly premium charged under the Policy is \$1.39 per \$100 (or part thereof) of **Your** Balance or Daily Average Balance (for Quebec residents), plus applicable taxes. No premium will be charged when there isn't a balance due on the account, and when there are no deferred payment financing charges due, however, the premiums at the above rate, will begin to bill again with any new purchases or charges to the account or when a plan is removed from promotional status.

**PREMIUM RATE AND/OR POLICY CHANGE** - **We** reserve the right to establish new premium rates and cancel or modify any terms of the Policy. **You** and the Flexiti will receive at least 31 days written notice of any change to premium rates or terms of the Policy.

**REFUNDS** - In the event of termination of **Your** Coverage, **We** will credit **Your** Flexiti account on a Pro Rata basis with any unearned premium paid by **You**. No refund or credit will be made if the amount is less than One Dollar (\$1.00).

**SUBROGATION**- In the event of any payment under this insurance, **We** shall be subrogated to all **Your** rights of recovery, and **You** shall execute and deliver all papers and do whatever is necessary for **Us** to secure those rights.

## TERMS OF AGREEMENT AND TERMINATION OF COVERAGE

The term of the insurance provided under this Certificate of Insurance commences upon **Your** agreement to purchase the insurance coverage hereunder and will end on the sooner of:

- 1) The next billing date after **We** or Flexiti receive **Your** written request to end this insurance coverage, or
- 2) 31 days from the date **We** or Flexiti send **You** written notice, by first class mail to **Your** last known address, to cancel this insurance, or
- 3) The date **Your** account is terminated, on receipt of notice of termination by the insurer, or
- 4) the date **You** are more than 30 days delinquent in making any required payments on **Your** Insured Flexiti card; however, **Your** insurance coverage will be automatically reinstated when **Your** Flexiti card becomes up to date