



**Simply Secure™  
Loan Payment Protection Plan  
Certificate of Insurance & Disclosure Statement**

**Certificate Date: 18 September 2023**

**Please keep this Certificate of Insurance in a safe place for future reference.**

Simply Secure™ Loan Payment Protection Plan (the “Policy”) is available to LendCare Capital Inc. (“LendCare”) customers who have requested the insurance coverage on approved loan applications in which the insurance enrollment is submitted to **Us**, and, on whose behalf **We** have received the full premium payment from (“LendCare”), and who have agreed to the premium repayment obligation back to (“LendCare”). **We** will pay claims in accordance with the provisions outlined in this Certificate of Insurance, the **Outstanding Loan Balance** as of **Date of Loss**, up to a maximum of \$15,000, excluding any **Delinquent Balances** owed by **You**.

When **You** enroll in the Policy, **You** are enrolling directly with **Us**. This Certificate of Insurance, plus the insurance premium billed and remitted by Lendcare on **Your** behalf, 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 LC-01012023-P and LC-01012023-L for residents of all provinces except Quebec, and for residence of Quebec, only Group Master Policy No. LC-01012023-L, issued to LendCare by **Us** along with the following respective coverage they provide under the Policy:

Quebec Residents	Residents in all Provinces (except Quebec)
<b>Trans Global Life Insurance Company (LC-01012023-L)</b>	<b>Trans Global Insurance Company (LC-01012023-P)</b>
Part A: Involuntary Unemployment Part B: Involuntary Unemployment (Self Employed Individuals) Part C: Critical Illness Part D: Disability Part E: Life with Dismemberment	Part A: Involuntary Unemployment Part B: Involuntary Unemployment (Self Employed Individuals) Part F: Purchase Security (not available to residents of Quebec and British Columbia)
	<b>Trans Global Life Insurance Company (LC-01012023-L)</b>
	Part C: Critical Illness Part D: Disability Part E: Life with Dismemberment

This Certificate of Insurance contains information about **You** optional insurance. It outlines what is covered along with the conditions under which 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 it is subject to certain limitations or exclusions.

Please refer to the Definition section or to the applicable description of benefits for the meanings of all bolded terms. Coverage is only available if **You** are a resident of Canada. This coverage may be cancelled, changed, or modified at the option of **LendCare** 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 **You** and **Your Spouse** while the Disability and Involuntary Unemployment coverages are only available for **You**. For residents of Quebec, all coverages are only available for **You**.

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 65<sup>th</sup> 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. A cancellation form will need to be completed, signed and sent to **Us**. When the Policy is cancelled within 30 days or 60 days for residents of Quebec, of enrollment, any premiums charged, will be refunded to **You**. **You** may cancel any time after 30 days or 60 days for Quebec residents, by sending **Us** the completed and signed cancellation form, but **You** will not be entitled to a refund of any premiums charged. If **You** have any questions regarding **Your** coverage 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**

#### **BENEFIT**

If **You** become involuntarily unemployed after the **Effective Date**, **We** will make **Your Payment Obligation** on **Your** behalf, retroactively beginning from the **Date of Loss**. **We** will make **Your Payment Obligation** until **You** return to work full-time, subject to a maximum of 12 **Months**. When **You** are simultaneously disabled and involuntarily unemployed, **You** are entitled to benefits only under one coverage, not under both. The total **Payment Obligation** (payable weekly/bi-weekly/monthly or as outlined in LendCare loan agreement) will not exceed the lesser of the **Outstanding Loan Balance** or \$15,000.

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 caregiverleave;
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 H – 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 months 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 \$15,000 maximum limit, for subsequent periods of covered involuntary unemployment.

## **PART B – INVOLUNTARY UNEMPLOYMENT – SELF-EMPLOYED INDIVIDUALS**

### **BENEFIT**

As a self-employed individual, if **You** become involuntarily unemployed 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 make **Your Payment Obligation**, retroactively beginning from **Your Date of Loss** until **You** return to work full-time, subject to a maximum of 12 **Months**. When **You** are simultaneously disabled and involuntarily unemployed, **You** are entitled to benefits under one coverage, not under both. The total **Payment Obligation** (payable weekly/bi-weekly/monthly or as outlined in LendCare loan agreement) will not exceed the lesser of the **Outstanding Loan Balance** or \$15,000.

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 this 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** involuntarily 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 successorentities.
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 full-time 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 exclusions listed under the Certificate of Insurance heading “general Exclusion” found in Part H – 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 Months** of 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 \$15,000 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** 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 LendCare an amount equal to the **Outstanding Loan Balance** as on the date of **First Diagnosis** of the Critical Illness. The total benefits paid will not exceed the lesser of the **Outstanding Loan Balance** or \$15,000.

## 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 insured's 65<sup>th</sup> 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-invasive 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.

## **PART D – DISABILITY BENEFIT**

### **BENEFITS**

If **You** become disabled and as a result are unable to work, while **You** are covered under the Policy, **We** will make **Your Payment Obligation**, as defined in Part G - Definitions, to LendCare Capital Inc. on **Your** behalf during the term of **Your** disability beginning retroactively with **Your Date of Loss** and until **You** are able to return to work, subject to a maximum of 12 **Months**. The total benefits paid will not exceed the lesser of the **Outstanding Loan Balance** or \$15,000.

### **CONDITIONS AND LIMITATIONS**

1. **You** must become, after the **Effective Date**, 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 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 or 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 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 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. 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 H – General Provisions;
2. a pre-existing condition, if **Your** disability commences anytime during the first 12 **Months**. For the purposes of this exclusion, pre-existing condition is 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 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 E - LIFE WITH DISMEMBERMENT BENEFIT**

### **BENEFITS**

**We** will pay to LendCare, on **Your** behalf, upon due proof of **Your** death or dismemberment occurring after the **Effective Date** and while **You** are covered under the Policy, an amount of insurance equal to the **Outstanding Loan Balance** at the date of death or dismemberment up to a maximum of \$15,000.

### **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** 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**.

### **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 H – 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 - PURCHASE SECURITY

(Coverage is not available to residents of British Columbia or Quebec and only available in respect of purchases made at **LFL Group**).

**a) Coverage** - Purchase Security automatically, protects most new **insured items** of personal property when the purchase is made at the **LFL Group**, and the **Purchase Price** is financed by **Your** LendCare loan, by insuring the item for 90 days from the date of purchase in the event of loss, theft, or physical damage and if the item is not covered by other insurance. If the item is lost, stolen or damaged, it will be replaced, repaired, or **You** will be reimbursed the amount of the **Insured Item** that was financed by **Your** LendCare loan, at the discretion of the Insurer. Items the **You** give as gifts may be covered under Purchase Security subject to compliance with the terms and conditions of the Policy. **You**, not the recipient of the gift, must make any claim for benefits. **You** are entitled to receive the lesser of: the cost of repairs; the actual cash value of the **Insured Items** immediately prior to the loss; or the portion of the **Purchase Price** of the **Insured Items**.

**b) Excluded Items** - Purchase Security does not provide coverage for the following items:

- items purchased by or for use by a business for commercial purpose, travelers' cheques, any type of currency, cash, tickets, and any other negotiable instruments, bullion, rare or precious coins, art objects, art projects, animals, living plants, services, refurbished items (except by the manufacturer), used and pre-owned items including antiques and demos, perishables and consumables such as food and liquor, ancillary costs incurred in respect of an **insured items** and not forming part of the **Purchase Price**; product that are illegal for trade in commerce in the jurisdiction where purchased; firearms; intangibles items: automobiles, motorboats, airplanes, and any other motorized vehicles, parts, accessories and labour thereof. Jewelry stolen from baggage is not covered unless the **Your** baggage is stolen in its entirety; in which case, the loss is subject to a limitation of this certificate.
- Losses from Fraud, abuse, hostilities of any kind ( including war, invasion, rebellion, or insurrection), confiscation by authorities, risks of contraband, illegal activities, willful act or omissions, normal wear and tear, normal course of play, earthquake, flood, tornado, radioactive contamination, inherent product defect, items consumed in use, incidental and indirect damages including bodily injury, punitive or exemplary damages and legal expenses.

### **c) Limitations**

1. Coverage is not available to residents of British Columbia or Quebec.
2. Coverage is only available for purchases made at the **LFL Group** and financed by **Your** LendCare loan.
3. This insurance only applies if **You** have an **Outstanding Loan Balance** at the **Date of Loss** and covers only a new item of personal property purchased at the **LFL Group** for which the full purchase price was financed by **Your** LendCare loan.
4. The amount payable under this coverage in respect of one or more claims where the loss or damage occurs to one or more **insured items** purchased in one or more transactions shall not exceed \$5,000;
5. Prior written approval by **Us** is required for the repair, replacement, or reimbursement of the merchandise in order for a claim to be payable by **Us**, **We** will decide whether the damaged merchandise is to be repaired or replaced.
6. This insurance is issued strictly as excess coverage and is classified as supplemental, in that it covers expenses in excess of expenses payable by any other insurance plan. **Other insurance** means any and all policies of insurance or indemnity which provides additional coverage to **You** or **Your** Spouse for loss, theft or damage covered under this certificate. For example, if **You** are covered under homeowners' insurance, this insurance will cover the deductible only. The coverage afforded by the

Insurer takes effect only when the limits of the other insurance have been reached and paid to the Cardholder regardless of whether the other insurance contains provisions purporting to make the coverage of such other insurance non-contributory or excess.

7. **You** shall use diligence and do all things reasonable to avoid or diminish any loss of, theft of or damage to **insured items**. **We** will not unreasonably apply this provision to avoid claims under this Policy. Where damage or loss is due to a malicious act, vandalism, burglary, robbery, theft or attempt there at, or is suspected to be so due, **You** shall give immediate notice to the police or other authorities having jurisdiction. **We** will require evidence of such notice with the proof of loss prior to settlement to a claim.
8. Coverage under this Policy does not insure **You** against:
  - i. Loss or theft of property unless there is visible evidence of forcible entry;
  - ii. Mysterious disappearance;
  - iii. Loss or damage of property unless **You** have given immediate notice of such loss to the police as evidenced by a police report;
  - iv. Loss or damage caused by **You**, a relative of **Yours**, or an individual with whom **You** cohabitate.

## **PART G – 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.

**Beneficiary** means the beneficiary of this Policy, LendCare Capital Inc.

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

**Delinquent Balance** means any amounts due or accrued and payable by **You** to the Beneficiary under the Loan as of the Date of Loss.

**Effective Date** For the coverages provided under Parts A, B, C, D, E and F, 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.

**Insured items** means a new item (a pair or set being one item) of personal property (not purchased by or for use by a business or for commercial purposes), for which the entire purchase price is charged to the LendCare Capital Inc. account.

**LFL Group** means a consumer retail banner including the retail banners Leon's and The Brick owned and operated by Leon's Furniture Limited or its successor in interest.

**Months** means each of the twelve named periods into which a year is divided.

**Other insurance** means any and all policies of insurance or indemnity which provides additional coverage to **You** or **Your** Spouse for loss, theft or damage covered under this certificate.

**Outstanding Loan Balance** is the total amount owing on **Your** LendCare loan on which **You** have been provided coverage under this Plan, as of the **Date of Loss**, excluding any unpaid amount owed by **You** due to delinquency prior to the date of loss.

**Payment Obligation** means the amount due and payable by **You** weekly/bi-weekly/monthly or as outlined in LendCare loan agreement.

**Purchase Price** means the actual cost of the insured items, including any applicable sales tax, as shown on the store receipt and where the cost full cost is financed by **Your** LendCare loan. Any charges incurred using other payment sources will not be covered under this insurance.

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

**Total Loan Amount** means the total amount of the loan taken out by **You** pursuant to the Financing Contract.

**You, Your** and **Yourself** means the individual who is the borrower and whose name appears on the LendCare Loan agreement and is responsible for the **Outstanding Loan Balance**.

**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 H - GENERAL PROVISIONS**

**BENEFICIARY** - Benefits payable under Parts A, B, C, and D of the Policy shall be paid to LendCare, as irrevocable Beneficiary, to be applied by LendCare in payment of **Your Outstanding Loan Balance**.

**GROUP POLICIES** - Copies of the Group Policies are available by contacting Trans Global Insurance.

**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.ca/claims/>.

**NOTICE OF LOSS** in writing must be filed with **Us** 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.

### **CONTACT**

All notices or other records to be delivered to **Us** shall be delivered at the following:

Trans Global Insurance  
16930 – 114 Avenue NW  
Edmonton, Alberta T5M 3S2

If **You** have any questions, regarding the Policy and the coverages, **You** may contact **Us** at 1-844-930-6022.

## 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: <https://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 Loan 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 Loan 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 cost for Loan Protection Plan will be calculated by taking **Your** Premium Rate of 13% multiplied by **Your** regular principal and any additional fee (if applicable), plus applicable taxes payable weekly/bi-weekly/monthly or as outlined in LendCare loan agreement.

**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 LendCare 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 **You** 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 payment date after **We** receive **Your** written request to end this insurance coverage, or
2. 31 days from the date **We** send **You** written notice, by first class mail to **Your** last known address, to cancel this insurance, or
3. The date **Your** loan is terminated, on receipt of notice of termination by the insurer or the date **Your** loan is discharged by LendCare.