



## LOAN PAYMENT PROTECTION INSURANCE CERTIFICATE OF INSURANCE And DISCLOSURE STATEMENT August 1, 2023

Your coverage is only for the coverage(s) in which you enrolled as indicated in the Application for Insurance.

Loan Payment Protection Insurance (the "Policy") is available to customers who have an approved loan application, and who have agreed to the coverage(s), and agreed to pay the premiums associated with the coverages and coverage amounts selected, and continue to pay premiums on a timely basis. Please note that failure to make premium payments on a timely basis could cause Your coverage to lapse. Additional information can be found in Part G, "Term and Termination of Coverage". The Policy is administered by TKM Group Ventures Inc. and underwritten by Trans Global Insurance Company and Trans Global Life Insurance Company pursuant to two Group Policies No.'s TKM-09012019-P and TKM-09012019-L.

The following PARTS are applicable to the coverages provided by Trans Global Insurance Company and Trans Global Life Insurance Company described in PARTS A & B (TGI); and C, D, & E (TGLI); and PARTS F - DEFINITIONS & G – GENERAL PROVISIONS are applicable all the coverages provided herein.

TRANS GLOBAL INSURANCE COMPANY ("TGI") Group Policy No. TKM-09012019-P Part A – Involuntary Unemployment Part B – Involuntary Unemployment –Self Employed Individual

TRANS GLOBAL LIFE INSURANCE COMPANY ("TGLI") Group Policy No. TKM-09012019-L Part C – Critical Illness

Part D – Disability

Part E – Life with Dismemberment

When You enroll in the Policy, Your insurance will be issued by the insurers of the Policy, Trans Global Insurance Company and Trans Global Life Insurance Company.

This Certificate of Insurance, plus the premium billing and payment of the insurance premiums noted on Your Application of Insurance 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, Your Life with Dismemberment and/or Critical Illness benefits are based on the insured Outstanding Balance and Your Disability and/or Involuntary Unemployment are based on the insured monthly Loan Payment(s) due to the Lender.

# WHO IS COVERED

To be eligible for insurance, You must be a Canadian resident and between the ages of 18 and 64 on the effective date. The Involuntary Unemployment coverage is only available to the Debtor and not available to the Co-Debtor. The Disability, Life and Dismemberment and Critical Illness coverages are available to the Debtor and to Co-Debtor (only when applicable and selected).

## HOW TO CANCEL THIS INSURANCE

Upon receipt of this Certificate, if You no longer wish to continue with this insurance, please return this Certificate within 30 days and ask Us in writing to cancel the coverage pursuant to the Group Policies noted above and to this Certificate, and any premiums charged will be refunded back to You and/or the Lender. You may cancel any time after 30 days by sending Us a request in writing. Please note that after the first 30 day period, You will no longer be entitled to any refund of premiums charged for monthly pay Policy. For single pay Policy, any refund of premium will be paid to the lender.

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

If You have any questions regarding this Certificate of Insurance or require claim information, please contact;

## Program Administrator

TKM GROUP VENTURES INC 64 Grand Avenue North Cambridge, ON N1S 2K9 Telephone: 1-888-208-1881

#### <u>Insurer</u>

TRANS GLOBAL INSURANCE GROUP Suite 275, 16930-114 AVENUE Edmonton, AB T5M 3S2, Telephone: 1-844-930-6022

PART A - INVOLUNTARY UNEMPLOYMENT BENEFIT

## BENEFITS

If You become involuntarily unemployed after the Effective Date of the Policy, We will make Your Loan Payment to the Lender, on Your behalf, retroactively beginning from Your Date of Loss. We will continue to make Your Loan Payment until You return to work full-time, subject to a maximum of 12 months of coverage. The total benefits paid will not exceed the equivalent of the insured Loan Payment or \$6,000 per month. When You are simultaneously disabled and involuntarily unemployed, You are entitled to benefits only under one coverage, not under both.

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 in the above noted situation, Trans Global Insurance reserves the right to choose which stated head of coverage benefits are paid under.

If benefits for involuntary unemployment are being paid monthly, premiums due for all benefits under this Certificate will be waived while the involuntary unemployment benefit is being paid.

# CONDITIONS

To be eligible for involuntary unemployment 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;
- 2) You must be the age of majority in the province that the loan was entered into.
- 3) You shall have been involuntarily unemployed for more than 30 consecutive days;
- 4) Prior to Your involuntary unemployment, You shall have been paying employment insurance premiums to Human Resources and Social Development Canada (HRSDC) and/or any of its successor entities. <u>Within 15 days of Your involuntary</u> <u>unemployment You must have registered with Canada</u> <u>Employment Insurance Commission to receive employment</u> 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;
- Criminal charges having been laid against You and any resulting incarceration;
- Failure to pay child maintenance support payments, spousal support payments or alimony;
- 12) Loss of self-employment; see Part B
- 13) Retirement, whether voluntary or mandatory;
- 14) 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 A, 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 of coverage 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 for subsequent periods of covered involuntary unemployment.

PART B – INVOLUNTARY UNEMPLOYMENT – SELF EMPLOYED INDIVIDUALS

## BENEFITS

As a self-employed individual You become unable to generate ANY income for a minimum of 30 consecutive days and only 90 days after the Effective Date and while insured, due to loss of employment resulting from the loss of all business contracts. You may be entitled for benefits under Part B, Involuntary Unemployment insurance for Self-employed Individuals.

Upon eligibility, insurer will make Your monthly insured Loan Payment to the Lender, on Your behalf, retroactively beginning from Your Date of Loss, Your Loan Payments as defined in Part F – Definitions. TGI will make Your Loan Payment until You return to work full-time, subject to a maximum of 6 months of coverage. The total benefits paid will not exceed the insured Loan Payment or \$6,000 per month. When You are simultaneously disabled and involuntarily unemployed, You are entitled to benefits under only one coverage, not under both.

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 in the above noted situation, Trans Global Insurance reserves the right to choose which stated head of coverage benefits are paid under.

If benefits for involuntary unemployment are being paid monthly, premiums due for all benefits under this Certificate will be waived while the involuntary unemployment benefit is being paid.

# CONDITIONS

- 1) To be eligible under the Policy for involuntarily unemployment for self-employed individual benefits, 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 fulltime at the Date of Loss, (which is defined as working a minimum of 25 hours each week), in a legally registered business that has been operating in Canada for a period of no less than 2 continuous years prior to the Effective Date of the Trans Global insurance Policy;
- While You are involuntarily unemployed, You have no source of income. You may be required to submit evidence of this on a regular and/or monthly basis;
- You shall have been involuntarily unemployed for more than 30 consecutive days;
- 4) 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:

- 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) Being 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
- 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;
- Failure to pay child maintenance, support payments, spousal support or alimony;
- Inability to travel for work related reasons due to loss of passport or visa conditions;
- 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 heading "General Exclusions" 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 the 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 6 months 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 registered business that has been operating in Canada for a period of no less than 2 continuous years prior to the Effective Date of the Trans Global Insurance Policy. After 6 consecutive months, Your coverage will be reinstated for up to another 6 month benefit period for subsequent periods covered by involuntary unemployment for self-employed individuals.

# PART C - CRITICAL ILLNESS BENEFIT

# BENEFITS

The Critical Illness Benefit is only available when selected on the Application of Insurance and reflected in the premium payment amount paid to the insurer.

If, after the Effective Date and while insured, Debtor or Co-Debtor (only when applicable) are diagnosed with a Critical Illness for the first time and survive that First Diagnosis for at least 30 days, We will pay to Lender an amount equal to the insured Outstanding Balance at the date of First Diagnosis of the Critical Illness.

# CONDITIONS

- Critical Illness coverage under Part C ceases to an individual once they attain the age of 65. The date of First Diagnosis must occur prior to the individuals 65th birthday.
- The Critical Illnesses covered under this Policy are Life Threatening Cancer, Heart Attack, Stroke, Coronary ArteryBypass 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 for the Debtor or the Co-Debtor (only if/when applicable). After the Critical Illness benefit is paid, You remain eligible for benefits described under Parts A, B, D, & E of this Certificate and Co-Debtor remains eligible for benefits described under Part E.
- Proof of loss satisfactory to Us <u>must be submitted within 90</u> <u>days of First Diagnosis</u>. The diagnosis must be made inwriting 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:

- that Critical Illness resulted directly or indirectly from any of the exclusions listed under the heading "General Exclusions" found in Part G – General 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

FIRST DIAGNOSIS & FIRST DIAGNOSED means the date on which a licensed physician establishes the diagnosis of a Critical Illness.

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

- Cancer (Life Threatening) Meaning 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 Cancer includes leukemia and Hodgkin's disease but does not include:
  - All tumors which are histologically described as premalignant, as non-evasive or as cancer in situ;
  - 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.
- Heart Attack Meaning 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 Meaning 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.
- 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;
  - 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.
- 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

The Disability Benefit is only available when selected on the Application of Insurance and reflected in the premium payment amount paid to the insurer.

If Debtor or Co-Debtor (when applicable) are injured or disabled and as a result are unable to work, while You are covered under the Policy We will make Your Loan Payments, as defined in Part F - Definitions, to the Lender 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 of coverage. The total benefits paid will not exceed the insured monthly payment or \$6,000 per month.

If benefits for disability are being paid monthly, premiums due for all benefits under this Certificate will be waived while the disability benefit is being paid.

## CONDITIONS AND LIMITATIONS

- 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) 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 disability benefit if Your 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 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;
- a nervous, mental, psychological, emotional or behavioral disorder or condition unless You are under the full-time care of a licensed psychiatrist;
- 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 the Lender, upon due proof of the death or dismemberment of the Debtor or Co-Debtor (only if applicable) occurring after the Effective Date, and while covered under the Policy, an amount of insurance equal to the insured Outstanding Balance of the Loan at the date of death or dismemberment up to a maximum of \$250,000. If the death or dismemberment of the Debtor or Co-Debtor occurs simultaneously, only one benefit will be paid.

If the Residual Life benefit option is selected, along with and in addition to the Life with Dismemberment benefit, upon due proof of death of the debtor or co-debtor (only if applicable) which occurred after the Effective Date and while covered under this policy, then the Residual Life benefit option will pay the predetermined buyout amount of the insured lease. The Residual Life benefit option is only applicable to lease contracts that have a buyout option at the end of the term. The maximum benefit amount payable will be up to \$250,000 for both the Life with Dismemberment and Residual Life benefit amount combined.

# 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.

# 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 Policy.

## PART F - DEFINITIONS

CO-DEBTOR means the individual named as co-debtor on the Application of Insurance who has undertaken a financial obligation under a loan/lease, has asked to be insured under the terms of the Group Policies at the time of the loan/lease and who meets all of the eligibility requirements.

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.

DEBTOR means the individual named as Debtor on the Application of Insurance who has undertaken a financial obligation under a loan/lease, has asked to be insured under the terms of the Group Policies at the time of the loan/lease and who meets all of the eligibility requirements.

EFFECTIVE DATE for the coverages provided under Parts A, B, C, D, and E, is the date that We receive Your signed Application for Insurance.

LENDER means lender or lessor shown on the Application of Insurance who is owed funds by the Debtor or Co-Debtor under the loan/lease and is the primary beneficiary for all benefits under this Certificate of Insurance.

LOAN  $\mathsf{PAYMENT}(\mathsf{S})$  is Your scheduled payment due to the Lender for the amount of the insured loan/lease.

OUTSTANDING BALANCE is the total amount owing on Your loan/lease, on which you have been issued coverage under this Policy.

YOU, YOUR and YOURSELF means the individuals whose name appear as Debtor and Co-Debtor on the Application of Insurance and is responsible for the Loan Payment and/or Outstanding Balance.

WE, US and/or OUR refers to Trans Global Life Insurance Company and/or Trans Global Insurance Company

PART G - GENERAL PROVISIONS

BENEFICIARY - Benefits payable under Parts A, B, C, D, & E of the Policy shall be paid to the Lender, as irrevocable Beneficiary, to be applied by the Lender toward Loan Payment or discharge of the Outstanding Balance.

CERTIFICATE - This Certificate, which replaces all other certificates previously issued to You with respect to this Policy, contains all the insuring terms and conditions between You and Us. In the event of any inconsistencies or ambiguities between this Certificate and the Group Policies Numbers No.'s TKM-09012019-P & TKM-09012019-L regarding Your coverage, the terms of this Certificate will prevail. Copies of the Group Policies are available by contacting Trans Global Insurance Group.

# MAKING A CLAIM

CLAIM FORMS may be obtained by calling a TKM Group Ventures Inc. Customer Service Representative at 1-888-208-1881.

NOTICE OF LOSS in writing must be filed with Trans Global Insurance at the office address set out at the beginning of this Certificate within  $\underline{90}$  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 Trans Global Customer Service at the office address set out at the beginning of this Certificate 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.

Trans Global Insurance may at its discretion require financial statements showing proof of documented evidence of the past 3 years of business operations, personal and/or business tax returns and banking records 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 the business license of the business at the time of the claim.

## GENERAL EXCLUSIONS

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

- 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;
- military service, declared or undeclared war, or any nuclear, chemical, or biological contamination resulting from an act of terrorism; or
- 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 **You**r 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.transqlobalinsurance.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; 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 Certificate 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 on this Plan 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 which add to your Outstanding Balance 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 of Insurance.

PREMIUM RATE - The insurance premium along with applicable taxes outlined on the Application of Insurance.

REFUNDS – If coverage is cancelled within 30 days of the Effective Date, 100% of the premium will be refunded. For single premium Policy, after 30 days, any unearned premium will be refunded back to the Lender on a pro rata basis from the cancellation effective date. A \$100 Program Administrator fee will be applied against the refund. No refund will be made if the amount is less than ten dollar (\$10.00).

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.

#### TERM 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 receive Your written request to end this insurance coverage, or
- 31 days from the date We send You written notice, by first class mail to Your last known address or by email, to cancel this insurance, or
- 3) the date Your loan/lease is terminated and the Outstanding Balance is zero, or
- 4) the date You are more than 30 days delinquent in making any required Loan Payment towards Your Outstanding Balance; however, Your insurance coverage will be automatically reinstated when Your Loan Payment obligations become current.

