

# Scotia Credit Card Protection

## Distribution Guide

**Surprisingly Simple Insurance®**



**ScotiaLife Financial®**

# Distribution Guide

## Scotia® Credit Card Protection

Creditor Group Insurance  
**Life, Critical Illness, Disability,  
Job Loss and Strike or Lockout  
Protection for Your  
Credit Card.**

Name and address of Insurer:

**Chubb Life Insurance Company of Canada**  
**199 Bay Street, Suite 2500**  
**P.O. Box 139, Commerce Court Postal**  
**Station,**  
**Toronto, ON M5L 1E2**

**Phone: 1 800 461-0285**  
**Fax: 1 (416) 594-2835**

Name and address of Distributor:

**The Bank of Nova Scotia**  
**c/o 100 Yonge Street, Suite 400**  
**Toronto, Ontario**  
**M5H 1H1**

### **Responsibility of the Autorité des marchés financiers**

The Autorité des marchés financiers does not express any opinion as to the quality of the product described in this Guide. The insurer is solely responsible for any discrepancies between the wording of the Guide and that of the policy.

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## INTRODUCTION

This Distribution Guide was prepared to help You better understand the insurance product that is offered to You. In this case, Scotia Credit Card Protection. It will allow You to see whether this insurance meets Your needs without dealing with an insurance representative.

*Underlined terms found in this Guide are specifically defined in the "Definitions" Section beginning on page 17.*

## DESCRIPTION OF THE PRODUCT OFFERED

### What is Scotia Credit Card Protection?

Scotia Credit Card Protection is a group insurance plan ("Group Policy") issued to The Bank of Nova Scotia by Chubb Life Insurance Company of Canada ("Insurer") under Group Policy number TMH600165.

Scotia Credit Card Protection insurance is an optional insurance product available to Credit Card customers to provide comprehensive coverage that stays in place as Your protection needs change. Scotia Credit Card Protection can help to provide stability during times of financial hardship caused by certain life events. It helps lessen the financial burden to You and Your family and better enables You to access Your credit limit when You need it the most.

### Why Should I Choose Scotia Credit Card Protection?

With one simple Application You can have a financial safety net from these common events that can cause financial hardship: Disability, Job Loss, Strike or Lockout, Critical Illness or death.

With a monthly benefit equal to 10% of Your Outstanding Account Balance, Scotia Credit Card Protection can help You maintain a good credit rating and focus on returning to work, if You are unable to work due to Disability, Job Loss, Strike or Lockout.

## Who can apply for Scotia Credit Card Protection?

To apply for Scotia Credit Card Protection You must meet all of the following criteria:

- You must be a resident of Canada;
- You must be a minimum of 18 and under 70 years of age;
- You must be the Primary Borrower on an eligible Credit Card;
- You have agreed to the terms and conditions of the Credit Card Contract; **and**
- Your Account must be in Good Standing and must not be Restricted.

## How can You apply for Scotia Credit Card Protection?

Applying for coverage is simple and there are no health questions to answer. The Primary Borrower can visit a Scotiabank branch, call the Insurance Canada Service Centre at 1-855-753-4272 or complete an Application online at [www.scotiabank.com](http://www.scotiabank.com).

After Your Application is approved, You will receive confirmation of coverage and a Certificate of Insurance ("Certificate") that provides full details of Your coverage, including limitations and exclusions.

## FEATURES & BENEFITS

### What is the insurance benefit?

Scotia Credit Card Protection can pay a monthly benefit if You or the Co-borrower are unable to work due to Disability, Job Loss, Strike or Lockout. The monthly benefit amount is equal to 10% of Your Outstanding Account Balance<sup>1</sup> to a maximum of \$5,000 per insured Account for up to 10 months. The maximum benefit payable is \$50,000. If the sum calculated above is less than \$10, the monthly benefit amount will be the lesser of \$10 and Your Outstanding Account Balance<sup>1</sup>.

A lump sum benefit is paid if You or the Co-borrower are diagnosed with a covered Critical Illness or if You or the Co-borrower pass away. The benefit amount is equal to Your Outstanding Account Balance<sup>1</sup> up to a maximum of \$50,000.

<sup>1</sup> Based on Your outstanding insured Account balance on the date of Loss.

## Waiting period

The Waiting Period is the number of consecutive days an insured's Disability, Critical Illness or Job Loss must continue before the applicable benefit becomes payable.

Disability, Job Loss and Strike or Lockout have a Waiting Period of 30 consecutive days.

Critical Illness must exist for a period of 96 consecutive hours for Coma, 60 consecutive days for Paralysis, and 30 consecutive days for Stroke in order to be covered.

Death benefit has no Waiting Period.

## WHAT YOU SHOULD KNOW

### Death Benefit (Life Insurance)

To be eligible for a death benefit, the Claimant must meet the following criteria:

- The Claimant's death is prior to the Claimant's 80th birthday; **or**
- The Claimant's death does not result directly or indirectly from any exclusion listed in the COVERED EXCLUSIONS AND LIMITATIONS section.

### Critical Illness

To be eligible for Critical Illness benefit, the Claimant must meet the following criteria:

- The Claimant is diagnosed with any one of the defined Critical Illnesses prior to the Claimant's 70th birthday; **and**
- The Claimant's Critical Illness does not result directly or indirectly from any exclusion listed in the COVERED EXCLUSIONS AND LIMITATIONS section; **or**
- The Claimant's Critical Illness is not a result of a Pre-existing condition.

Critical Illness benefit covers the following specific conditions:

- Heart Attack;
- Stroke;
- Coronary Artery Bypass Surgery;
- Cancer;
- Blindness;
- Paralysis;
- Deafness; **or**
- Coma.

### Disability

To be eligible for monthly Disability benefits, the Claimant must meet the following criteria:

- The Claimant is unable to perform the essential duties of the Claimant's job because of a sickness, injury, mental illness or nervous disorder;
- The Claimant had a job which the Claimant was employed for 180 consecutive days for at least 20 hours per week immediately prior to the commencement of Disability; **and**
- The Claimant became Disabled prior to the Claimant's 70th birthday.

Monthly Disability benefits commence on the 31st day following the date of Disability and will be paid retroactively from the 1st day of Disability.

The Claimant's monthly Disability benefits will cease on the earliest of the following dates:

- The 30th day following the Claimant's return to work;
- Date when Your Outstanding Account Balance is fully paid;
- Date when 10 months of Disability benefits have been paid;

- Date when total Disability benefits paid reach \$50,000; **or**
- Date of the Claimant's 70th birthday.

## **Job Loss**

To be eligible for monthly Job Loss benefits, the Claimant must be:

- An Employed Person; **or**
- A Self-employed Person.

If the Claimant is an Employed Person, the monthly Job Loss benefits will only be paid if:

- The Claimant's employer lays off the Claimant or terminates the Claimant's job; **and**
- The Claimant is registered with the Canada Employment Insurance Commission (CEIC) for as long as the Claimant is eligible for employment benefits.

If the Claimant is a Self-employed Person, the monthly Job Loss benefits will only be paid if:

- A petition of bankruptcy is filed against the Claimant by one of the Claimant's creditors; **and**
- The Claimant is declared bankrupt under the Bankruptcy and Insolvency Act.

No benefits will be paid if the Claimant's Job Loss occurs within 30 days of the Effective Date of coverage.

Monthly Job Loss benefits commence on the 31st day following the date of commencement of the Claimant's Job Loss and will be paid retroactively from the 1st day of unemployment.

The Claimant's monthly Job Loss benefits will cease on the earliest of the following dates:

- The 30th day following the date the Claimant returns to work or the Claimant's return to self-employment;
- Date when Your Outstanding Account Balance is fully paid;
- Date when 10 months of Job Loss benefits have been paid;

- Date when total Job Loss benefits paid reach \$50,000; **or**
- Date of the Claimant's 70th birthday.

## **Strike or Lockout**

Monthly Strike or Lockout benefits will be paid if the Claimant becomes unemployed due to a Strike by an employee group to which the Claimant belongs or a Lockout of employees by management at the Claimant's place of employment.

No benefits will be paid if the Claimant's Strike or Lockout occurs within 30 days of the Effective Date of coverage.

Monthly Strike or Lockout benefits commence on the 31st day of the Strike or Lockout and will be paid retroactively from the 1st day of the Strike or Lockout.

The Claimant's monthly Strike or Lockout benefits will cease on the earliest of the following dates:

- The 30th day following the date the Strike or Lockout ends;
- Date when Your Outstanding Account Balance is fully paid;
- Date when 10 months of Strike or Lockout benefits have been paid;
- Date when total Strike or Lockout benefits paid reach \$50,000; **or**
- Date of the Claimant's 70th birthday.

## **How much does this insurance cost?**

As a Credit Card customer, You benefit from paying one affordable rate that insures You and can also pay benefits for an eligible Co-borrower.

The monthly premium rate is \$1.09 per \$100 of Average Daily Balance until Your 70th birthday, and \$0.49 per \$100 of Your Average Daily Balance for the remainder of Your coverage period.

Provincial sales tax will be added to Your premium where applicable.

*Note: The premium rate and all terms and conditions are subject to change with 60 days' advance written notice.*

## When does coverage start?

Your coverage starts once Your Scotia Credit Card Protection Application is approved.

You will receive a confirmation of Your coverage and a Certificate in the mail.

Your coverage will start on the Effective Date shown on Your confirmation letter and Schedule of Coverage.

## When does coverage end?

Your coverage will end on the earliest of the following dates:

- Date of Your death;
- Date when Your claim in case of a Critical Illness benefit is approved;
- Date when Your Account has been frozen, closed or otherwise blocked so as to prevent new debits;
- Date when any payment for Your Account is more than 60 days late;
- Date of receipt of Your request to cancel Your coverage;
- Date of Your 70th birthday for Critical Illness, Disability, Job Loss, Strike or Lock Out coverage;
- Date of Your 80th birthday for Life Insurance coverage; **or**
- Date the Group Policy terminates.

## CANCELLATION OF COVERAGE

### 30 Day Right to Examine Coverage

If for any reason You are not satisfied with Your coverage, You can cancel it at any time. If You cancel within the first 30 days of coverage, You will receive a full refund of any premiums paid.

### How to Cancel Coverage

You can cancel this insurance coverage at any time by calling:

1-855-753-4272  
8:00 a.m to 8:00 p.m ET  
Monday to Friday

or by mailing written notice to:

Insurance Canada Processing Centre  
P.O. Box 1045  
Stratford, Ontario  
N5A 6W4

Your coverage will end on the date Your cancellation request is received. You will receive a confirmation of cancellation.

## HOW TO SUBMIT A CLAIM

In the event of a claim, You or Your representative can request a claim form by calling 1-855-753-4272 between 8:00 a.m. and 8:00 p.m. (ET.), Monday to Friday or by mailing a written notice to:

Insurance Canada Processing Centre  
P.O. Box 1045  
Stratford, Ontario  
N5A 6W4

The Insurer will send the Claimant the claim form with instructions for filing the claim and providing proof of loss.

The Claimant or a person acting on their behalf must complete the claim form and return it to the Insurer with any supporting documents specified on the claim form. The documents must be submitted within 90 days following the date of death, diagnosis of a Critical Illness, Disability, Job Loss, Strike or Lockout. The time required may be extended if You show reasonable cause for delay, but will not be extended beyond one year from the date of loss.

### Right to Medical Examination

If a Life claim is filed, the Insurer reserves the right to request an autopsy, subject to applicable law.

If the Claimant files a Disability claim, the Claimant may be required to undergo a medical examination.

### Insurer's Response

The Claimant or the Claimant's representative will be notified of the amount of benefit payable, if any, under the terms of this insurance.

All benefits for approved claims are paid directly to Your Account.

## How to appeal the Insurer's decision

The Claimant or the Claimant's representative may appeal the decision if the Claimant's initial claim is declined. The appeal must be in writing and sent to the Insurer within 30 days following the date shown on the original decline letter. The Claimant's written request must include:

- The reason or reasons why the decision is being appealed; **and**
- Any additional information or documentation that was not previously submitted with the claim.

The Insurer will send the Claimant a written response within 30 days following receipt of the Claimant's request for review.

The Claimant may also consult the L'Autorité des marchés financiers or the Claimant's own legal advisor.

## COVERAGE EXCLUSIONS AND LIMITATIONS

### CAUTION

No benefit will be paid if death, a covered Critical Illness, or Disability is caused directly or indirectly by any of the following:

- Intentionally self-inflicted injury, suicide or attempted suicide, while sane or insane (for the death and Disability benefits this exclusion is only applicable within the first 12 months of the Effective Date of Your coverage);
- Declared or undeclared war unless on active military duty as a member of the Canadian Forces or Canadian Forces reserve;
- Any nuclear, chemical or biological contamination due to any act of terrorism;
- The commission or attempted commission of a criminal offence;
- The intentional taking of drugs, except where prescribed by a Doctor and taken as directed;

- Any poisonous substance, gas or fume of any kind voluntarily taken, administered, absorbed or inhaled;
- The operation or control of any motorized vehicle or water craft with blood alcohol concentration in excess of legal limits in the jurisdiction where the death, Critical Illness or Disability occurred; or
- A Pre-existing condition, if death, Critical Illness or Disability occurs within 12 months of the Effective Date of coverage.

Any misrepresentation on the Scotia Credit Card Protection Application would make the coverage null and void.

No benefit is paid if caused directly or indirectly by one of the following for each of the covered events as follows:

#### Critical Illness

- Transient ischemic attack (TIA), often referred to as "ministroke";
- Non-surgical techniques, such as balloon angioplasty, laser relief of an obstruction or other intra-arterial procedures;
- Elevated biochemical cardiac markers with a level of less than 1; or ECG changes suggesting a prior myocardial infarction;
- One of the following conditions or Cancer types:
  - Carcinoma in situ;
  - Kaposi's Sarcoma or cancerous tumours in the presence of any human immunodeficiency virus (HIV);
  - Any skin Cancer that is not malignant invasive melanoma and that has not exceeded 0.75 millimeters in depth;
  - Stage A (T1 N0 M0 or other equivalent) prostate Cancer;
  - Diagnosis of Cancer **or** investigation leading to a diagnosis of Cancer occurs within 60 days of the Effective Date of coverage;

- Premalignant lesions, benign tumours or polyps; **or**
- **Paralysis**, if such **Paralysis** was diagnosed in the first 60 days from the **Effective Date** of coverage.

#### **Disability**

- Normal pregnancy or childbirth, except in situations of complications arising from abnormal pregnancy or abnormal childbirth; **or**
- Any period during which **You** are not under the regular care, attendance and treatment of a **Doctor**;

#### **Job Loss**

- **Job Loss** within 30 days of the **Effective Date** of coverage;
- **Your** knowledge, at the time of submitting the insurance Application, that **You** were soon going to lose **Your** job;
- **Your** resignation or retirement;
- **Your** dismissal for cause by **Your** employer;
- **Disability** for which benefits are payable through this insurance; **or**
- A **Strike** or **Lockout**.

#### **Strike or Lockout**

- The **Strike** or **Lockout** occurs within 30 days following the **Effective Date** of coverage;
- **You** were employed for less than 24 consecutive weeks immediately prior to the date of the **Strike** or **Lockout**; **or**
- **Illegal Strike** or **Lockouts**, which are not carried out in accordance with applicable legislation or the terms of an agreement between the employee group and the employer.

#### **How to Contact the Insurer**

If **You** have any questions about Scotia Credit Card Protection or for general information, please call our toll-free number 1-855-753-4272 between 8:00 a.m. and 8:00 p.m. (ET.), Monday to Friday, a Customer Service Representative would be pleased to assist **You**.

Or write to:

Insurance Canada Processing Centre  
P.O. Box 1045  
Stratford, Ontario  
N5A 6W4

#### **Privacy and Confidentiality**

At Chubb Life Insurance Company of Canada (Chubb Life), we recognize and respect the importance of privacy. When **You** apply for coverage, we establish a confidential file that contains **Your** personal information.

This file is kept in the offices of Chubb Life or the offices of an organization authorized by Chubb Life. **You** may exercise certain rights of access and rectification with respect to the personal information in **Your** file by sending a request in writing to Chubb Life. Chubb Life may use service providers located within or outside Canada.

We limit access to personal information in **Your** file to Chubb Life staff or persons authorized by Chubb Life who require this information to perform their duties, to persons to whom **You** have granted access, and to persons authorized by law.

**Your** personal information may be subject to disclosure to those authorized under applicable law within or outside Canada. We collect, use and disclose the personal information to administer the financial product applied for, including investigating and assessing claims, and creating and maintaining records concerning our relationship.



If You wish to have access to Your file and, if applicable, have it corrected, send a written request by mail to the following address:

Privacy Officer  
Chubb Life Insurance Company of Canada  
199 Bay Street, Suite 2500  
P.O. Box 139,  
Commerce Court Postal Station,  
Toronto, ON M5L 1E2

If we receive a request for access or correction, we will reply to You within 30 days. We may require a reasonable charge, in advance, for reproduction and transmission of any information we provide.

### Similar Products

This insurance has been designed specifically to cover the amount of Your outstanding Scotia credit card account balance. Similar insurance products are available with other companies but may offer different benefits, restrictions and exclusions. Please review the details carefully.

## DEFINITIONS

### Account

Means Your Credit Card account.

### Average Daily Balance

Means a calculation used to determine the amount of debt on Your Account. The balance of Your Account each day is used to calculate the premium during the billing period.

### Blindness

Means the permanent and incurable loss of sight in one or both eyes. Corrected visual acuity must either be worse than 20/200 in one or both eyes (at 20 feet, unable to read a letter that was designed to be read at a distance of 200 feet) or the field of vision is less than 20 degrees in one or both eyes. This diagnosis must be made, in writing, by a Doctor who is a certified ophthalmologist and the condition must be considered permanent and incurable.

### Cancer

Means a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. This diagnosis must be made, in writing, by a Doctor who is a certified oncologist. Cancer for the purposes of this insurance, does not include:

- (a) any skin Cancer that is not malignant invasive melanoma and that has not exceeded 0.75 millimetres in depth,
- (b) carcinoma in situ,
- (c) Kaposi's Sarcoma or cancerous tumours in the presence of any human immunodeficiency virus (HIV),
- (d) stage A (T1 NO MO or other equivalent) prostate Cancer, **or**
- (e) premalignant lesions, benign tumours or polyps.

No benefit will be paid for Cancer if a diagnosis of Cancer or investigation leading to a diagnosis of Cancer occurs within 60 days of the Effective Date of this coverage.

## Claimant

Means the Primary Insured or the Co-borrower on the insured Account for whom a claim for death, Disability, Critical Illness, Job Loss, Strike or Lockout is submitted.

## Co-borrower

Means a person who is a minimum of eighteen (18) and under seventy (70) years of age for Critical Illness, Disability, Job Loss, Strike or Lock Out coverage or under eighty (80) years of age for Life coverage and named as Co-borrower on an Account.

## Coma

Means a state of unconsciousness in which external stimulation will produce no more than primitive avoidance reflexes. This diagnosis must be made, in writing, by a Doctor who is a certified neurologist along with medical evidence supporting this state of unconsciousness having continued for a period of at least 96 consecutive hours.

## Coronary Artery Bypass Surgery

Means a surgery to correct the narrowing or blockage of one or more coronary arteries using arterial grafts. A Doctor who is a certified cardiologist must have advised in writing that this surgery was necessary.

Coronary Artery Bypass Surgery does not include non-surgical techniques such as balloon angioplasty, laser relief of an obstruction, or other intra-arterial procedures.

## Credit Card

Means a personal credit card issued by Scotiabank.

## Deafness

Means the permanent loss of hearing in one or both ears, with an auditory threshold of more than 90 decibels in one or both ears. Diagnosis must be made, in writing, by a Doctor who is a certified otolaryngologist.

## Disability / Disabled

Means You are unable to perform the essential duties of Your job because of a sickness, injury, mental illness or nervous disorder.

## Doctor

Means a Doctor of Medicine (M.D.) duly licensed to practice medicine, or any other practitioner recognized by the College of Physicians and Surgeons in the Province or Country in which the Treatment is rendered.

The Doctor must be someone other than Yourself or a member of Your immediate family. Immediate family includes any of Your spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, father-in-law or mother-in-law, and son-in-law or daughter-in-law.

## Effective Date

Means the date Your insurance coverage begins, specified in the Schedule of Coverage as the Effective Date.

## Employed Person

Means a person employed at least 180 consecutive days for a salary or another form of remuneration on a full time basis for one or more employers, at least 20 hours each week. The 20 hour work requirement is continuous and must not be calculated through averaging.

## Good Standing

Your Account is considered to be in Good Standing as long as the payments are not past due or the account is not charged-off, suspended, credit revoked or in cancelled status.

## Heart Attack

Means the death of heart muscle as a result of obstruction of blood flow, that results in the rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following Heart Attack symptoms:

- New electrocardiogram (ECG) changes consistent with a Heart Attack; **or**
- Development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

This diagnosis must be made in writing by a Doctor who is a specialist in internal medicine or a cardiologist.

No benefit is payable for elevated biochemical cardiac markers with a level of less than 1; or ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above.

### **Insurer**

Means Chubb Life Insurance Company of Canada.

### **Job Loss**

If You are an Employed Person, Your employer laid You off or terminated Your job. If You are a Self-employed Person, You are declared bankrupt as a result of a petition in bankruptcy courts filed against You by one of Your creditors according to the terms of the Bankruptcy and Insolvency Act.

### **Outstanding account balance**

Means the unpaid balance of Your insured Account on the date of Your death, diagnosis of a Critical Illness, Disability, Job Loss or Strike or Lockout, as applicable. The Outstanding Account Balance includes any charges incurred and any payments made in respect of Your account before the applicable date, even if such charges or payments have not yet appeared on Your account or Your monthly statement.

### **Paralysis**

Means the total and irrecoverable loss of function of one (1) or more of Your limbs through neurological damage due to injury or sickness. Diagnosis must be made, in writing, by a Doctor who is a certified neurologist and must be supported by medical evidence that this Paralysis has continued for at least 60 consecutive days.

The Critical Illness benefit will not be paid if the Paralysis diagnosis is made within the first 60 days of the Effective Date of coverage.

### **Pre-existing condition**

Means any sickness or injury for which You or the Co-borrower as applicable, received medical advice, consultation, investigation, diagnosis, or for which treatment was required or recommended by a Doctor, prior to the Effective Date of coverage in the 12 months that preceded the Effective Date of coverage, as shown in Your Schedule of Coverage.

### **Primary Borrower**

Means a Scotiabank Group customer who is named as Primary Borrower on an Account.

### **Primary Insured**

Means a Scotiabank Group customer whose application for insurance has been accepted and who is named as the Primary Insured or Insured on the Schedule of Coverage.

### **Restricted**

Means an account that has been frozen, closed or otherwise blocked so as to prevent new debits.

### **Self-employed Person**

Means a person that works for income to be received from a trade or profession in which he or she was engaged, a partnership in which he or she was a partner, his or her own business, or a private company or other entity in which he or she had an ownership interest.

### **Schedule of Coverage**

Means the schedule provided with the Certificate of Insurance which indicates the name of the Primary Insured and the Effective Date of coverage.

### **Scotiabank**

Means The Bank of Nova Scotia.

### **Scotia Credit Card Contract**

Means the "Revolving Credit Agreement" You signed with Scotiabank.

### **Strike or Lockout**

Unemployment due to a Strike by employees or a Lockout of employees by management.

## Stroke

Means any cerebrovascular incident excluding transient ischemic attack (mini stroke) producing neurological sequelae lasting more than twenty-four (24) hours and including infarction of brain tissue, hemorrhage from an intracranial vessel and embolization caused by an extracranial source. This diagnosis must be made in writing by a Doctor who is a certified neurologist and there must be evidence of permanent neurological deficit for at least 30 consecutive days.

No benefit is payable for a transient ischemic attack (TIA) often referred to as a mini stroke as it is excluded from the definition of covered Stroke.

## Waiting period

Period that follows the date of the loss during which no monthly benefit payment is made. An Insured's Disability, Job Loss, or Strike or Lockout must continue 30 consecutive days before the applicable benefit becomes payable. Critical Illness must exist for a period of 96 consecutive hours for Coma, 60 consecutive days for Paralysis, and 30 consecutive days for Stroke in order to be covered.

## You and Your

Means the Primary Insured as named in the Schedule of Coverage.

## Referral to the Autorité des marchés financiers

You can also obtain additional information on the obligations of Chubb Life or Scotiabank towards them, by contacting the Autorité des marchés financiers at the following address:

Autorité des marchés financiers  
Place de la Cité, Tour Cominar  
2640, boul. Laurier, 4th Floor  
Sainte-Foy, Québec  
G1V 5C1

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

Website:  
[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

# NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

## NOTICE GIVEN BY A DISTRIBUTOR

Section 440 of the Act respecting the distribution of financial products and services

## THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

- The Act allows you to cancel an insurance contract you have just signed when signing another contract, without penalty, **within 30 days of its signature**. To do so, you must give the insurer notice by registered mail within this deadline. You may use the attached model for this purpose.
- Despite the cancellation of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact Your distributor or consult Your contract.
- After the expiry of the 30-day delay, you may cancel the insurance at any time, however, penalties may apply.

For further information, contact the Autorité des marchés financiers at (418) 525-0337 (Quebec City Region), (514) 395-0337 (Montreal Region) or 1-877-525-0337 (everywhere else in the province of Quebec).

NOTICE OF RESCISSION OF  
AN INSURANCE CONTRACT

To: **Chubb Life Insurance Company of Canada**  
**C/O Insurance Canada Processing Centre**  
**P.O. Box 1045**  
**Stratford, Ontario**  
**N5A 6W4**

Date: \_\_\_\_\_  
(Date of sending of notice)

Pursuant to Section 441 of the Act respecting the  
distribution of financial products and services,  
I hereby cancel insurance contract No.

\_\_\_\_\_  
(Insurance Certificate number)

(Insurance Policy No. TMH600165)

Signed on: \_\_\_\_\_  
(Date of signature of contract)

\_\_\_\_\_  
(Place of signature of contract)

\_\_\_\_\_  
(Client's name)

\_\_\_\_\_  
(Client's signature)

The Distributor must first complete this section.  
This document must be sent by registered mail.  
Sections 439, 440, 441, 442 and 443 of the Act  
must be reproduced on the back of this notice.  
Reproduction of Sections 439 to 443 of the Act  
respecting the distribution of financial products  
and services.

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

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

**440.** A distributor that, at the time a contract  
is made, causes the client to make an  
insurance contract must give the client a  
notice, drafted in the manner prescribed  
by regulation of the Authority, stating  
that the client may rescind the insurance  
contract within 30 days of signing it.

**441.** A client may rescind an insurance contract  
made at the same time as another contract,  
within 30 days of signing it, by sending  
notice by registered mail.

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

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

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

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

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

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

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