



INSURANCE DISCLOSURE STATEMENT

WALKAWAY FINANCE PROTECTION™ INSURANCE PRODUCTS

UNDERWRITTEN BY

Trisura Guarantee Insurance Company

333 Bay Street, Suite 1610

Toronto, Ontario M5H 2R2

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and:

The Empire Life Insurance Company

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Kingston, Ontario K7L 3A8

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DISTRIBUTED BY

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(operating as Insurance Insight Solutions in BC)

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INTRODUCTION

This Disclosure Statement contains important information. It has been prepared as a guide to help you understand the insurance coverage your automotive dealer, who we refer to in this statement as the “**Selling Dealer**”, has arranged for you. We have made available to you in this Guide all of the important information you will need to decide whether this is the right product for you. However, you could have questions that you cannot answer with this Guide. That is why we have licensed, trained insurance professionals who are willing to assist you. You can contact Insurance Insight Inc. and speak to a licensed broker by calling 1-877-833-1419.

The detailed terms, conditions, exclusions and limits of your insurance coverage are set out in the insurance certificate provided to you by your **Selling Dealer**. We will refer to your insurance certificate as the “**Certificate**”. The **Certificate** issued to you will be the document used to determine legal rights and obligations, not this statement. The top of the first page of the **Certificate** contains important details specific to you and the **Vehicle** that you purchased with a loan or lease from your **Financial Institution**. You are responsible for making sure that the information is correct. So please take the time now to review the information on the **Certificate** and advise the **Broker** of any errors or missing information. Contact the **Broker** by telephone at or 1-877-833-1419 or by email at contact@insuranceinsight.ca.

Your **Certificate** is issued as part of **Group Creditor’s Policies** issued by the **Insurer** or **Insurers** listed on your **Certificate** and on the first page of this Insurance Disclosure Statement. A copy of these **Group Creditor’s Policies** can be made available to you upon your written request to the **Insurers** at their respective addresses as set out in the **Certificate**.

In this Disclosure Statement, and in the **Certificate**, capitalized words and phrases highlighted in bold print have special meanings. Those words, phrases and special meanings are contained below in this Disclosure Statement and in your **Certificate** under Section Six “Words and Phrases with Special Meanings”.

This insurance is provided as part of your automotive lease or loan transaction.

PRODUCT OVERVIEW

We offer the following WALKAWAY FINANCE PROTECTION™ insurance products:

- (i) Complimentary;
- (ii) Basic;
- (iii) Standard;
- (iv) Standard Plus with 4-month PAYMENT RELIEF®;
- (v) Standard Plus with 6-month PAYMENT RELIEF®;
- (vi) Elite with 12-month PAYMENT RELIEF®; and
- (vii) Estate Advantage™

This Disclosure Statement is a general guide for all of our WALKAWAY FINANCE PROTECTION™ insurance products, but your specific coverage will depend on which insurance product you purchased. The insurance product you purchased is identified at the top of the first page of your **Certificate**. In the event of any inconsistency between this Disclosure Statement and your **Certificate**, your **Certificate** will prevail.

WHAT AM I INSURED FOR?

This insurance has been developed to help you repay the **Financial Institution** who loaned you the money to purchase the **Vehicle** or pay the amounts owing to the **Financial Institution** who leased you the **Vehicle**. The **Financial Institution** could be your bank or it could be a finance company affiliated with the manufacturer of your **Vehicle**.

PAYMENT RELIEF BENEFITS

If you purchased:

- a) Standard Plus with 4-month PAYMENT RELIEF®;
- b) Standard Plus with 6-month PAYMENT RELIEF®; or
- c) Elite with 12-month PAYMENT RELIEF®

Your coverage includes **Payment Relief Benefits**. We will pay a **Payment Relief Benefit** to your **Financial Institution** if you have experienced one or more of **Disability, Disability of the Self-Employed, Unemployment, Temporary Unemployment, Critical Illness Requiring Hospitalization** or your employer has granted you an **Employer-Approved Leave of Absence** during the **Term**.

Payment Relief Benefits are not available for **International Job Transfer, Self-Employed Personal Bankruptcy, Driving Restrictive Medical Condition, Death Due to Critical Illness** or **Accidental Death**.

Each **Payment Relief Benefit** will be equal to the payment due under your **Financing Agreement**, subject to the limitations explained in the “What is the Amount of Coverage” section of this Disclosure Statement.

VEHICLE RETURN BENEFITS

Every WALKAWAY FINANCE PROTECTION™ insurance product includes **Vehicle Return Benefits**.

A **Vehicle Return Benefit** enables you to return your **Vehicle** to the **Designated Return Facility** if a **Qualifying Event** occurs during the **Term** of the insurance. Not all of the WALKAWAY FINANCE PROTECTION™ insurance products provide **Vehicle Return Benefits** for the same **Qualifying Events**. Check “Section Two – When we will pay a Benefit” of the **Certificate** you purchased to determine which of the following **Qualifying Events** your **Certificate** provides coverage for:

- a. you are unable to work due to a physical or psychological **Disability**; or
- b. you involuntarily lose your job permanently; or
- c. you become temporarily unemployed, or
- d. you are transferred by your employer to a job outside of Canada; or
- e. you are **Self-Employed** and you become bankrupt; or

- f. because of age or medical impairment, you can no longer drive due to a **Driving Restrictive Medical Condition**; or
- g. you have been diagnosed with a **Critical Illness Requiring Hospitalization**; or
- h. you die as a result of an accident; or
- i. you die as a result of a **Critical Illness**.

If a **Qualifying Event** happens and you decide to **Voluntarily Return** your **Vehicle**, we will direct you to a **Designated Return Facility**. The **Insurer** will arrange to sell the **Vehicle** and pay your **Financial Institution** the **Vehicle Sale Price** along with the **Vehicle Return Benefit**.

The amount of the **Vehicle Return Benefit** will depend on the **Vehicle Sale Price**, the amount still owing to your **Financial Institution** and the **Maximum Benefit** available under your **Certificate**. This is further explained in the "What is the Amount of Coverage" section of this Disclosure Statement.

CAUTION

IN ORDER FOR THE INSURER TO PAY THE VEHICLE RETURN BENEFIT, IN ADDITION TO EXPERIENCING A QUALIFYING EVENT, YOU MUST ALSO:

- a. HAVE MADE AT LEAST TWO (2) MONTHLY PAYMENTS; AND
- b. HAVE NO PAYMENTS IN ARREARS OR DEFERRED PAYMENTS; AND
- c. HAVE VALID AUTOMOBILE INSURANCE COVERAGE IN FORCE; AND
- d. HAVE VOLUNTARILY RETURNED YOUR VEHICLE, AS INSTRUCTED, TO THE DESIGNATED RETURN FACILITY; AND
- e. HAVE CLAIMED, AND THE INSURER MUST HAVE PAID, ALL PAYMENT RELIEF BENEFITS AVAILABLE UNDER THE CERTIFICATE; AND
- f. HAVE GIVEN NOTICE OF A CLAIM ON OR BEFORE THE EXPIRY DATE; AND
- g. HAVE FULFILLED YOUR OBLIGATIONS AS STATED IN YOUR CERTIFICATE.

WHO IS THE INSURED?

The person named as the "buyer" or "lessee" in the contract with the **Selling Dealer** for the purchase or lease of the **Vehicle** is the person insured. The name of the buyer who signed the purchase contract or lease should also appear on the first page of the **Certificate**. In this statement and in the **Certificate**, the buyer insured under the **Certificate** is called "You" or "Your".

AM I ELIGIBLE?

In order to be eligible for this insurance coverage, you must be the person who signed the **Financing Agreement** (the term of which is not greater than 96 months) for your **Vehicle**, and you must still be indebted to your **Financial Institution**.

You must be a natural person (not a corporation or a partnership) or be named on the **Certificate** while the **Buyer** named on the **Financing Agreement** is a corporation or partnership of which you own at least 40% or

more of the voting shares and, for all certificates other than a Complimentary certificate, you must be between the ages of 18 and 79. In the case of a Complimentary certificate, you must be at least 18 years of age.

If you have already been issued a WALKAWAY FINANCE PROTECTION™ insurance certificate applicable to your **Vehicle** or the **Loan** or **Lease**, you are NOT eligible for another WALKAWAY FINANCE PROTECTION™ insurance certificate for the same **Vehicle**, **Loan** or **Lease**.

WHO IS THE INSURER?

Trisura Guarantee Insurance Company (“Trisura”) and The Empire Life Insurance Company (“Empire Life”) are the insurers, referred to in this Disclosure Statement as “We”, “Us” or the “**Insurer(s)**”. **Disability, Disability of the Self-Employed, Unemployment, Temporary Unemployment, Employer-Approved Leave of Absence, International Job Transfer, Self Employed Personal Bankruptcy, Driving Restrictive Medical Condition, Critical Illness Requiring Hospitalization and Accidental Death** are underwritten by Trisura. **Death Due to Critical Illness** is underwritten by Empire Life.

Here is how you can contact Trisura:

Phone

1-844-936-1619

Fax

1-866-603-2120

Email

walkaway@trisura.com

Mail

1610-333 Bay Street

Toronto, Ontario

M5H 2R2

Web

www.trisura.com

Here is how you can contact Empire Life:

Phone

1-855-643-9129 or 905-766-4608

Fax

1-855-554-7420

Email

DDClclaims@empire.ca

Mail
259 King Street East,
Kingston, Ontario
K7L 3A8
Attn: DDCI Group Plan.

Web
www.empire.ca

Trisura and Empire Life are authorized to conduct insurance business by the federal Office of the Superintendent of Financial Institutions (www.osfi-bsif.gc.ca) and by the insurance regulator in your province.

WHO IS THE INSURANCE BROKER?

Insurance Insight Inc. (operating as Insurance Insight Solutions in BC) is the broker that administers the insurance and is available to answer your questions. Insurance Insight Inc. is referred to in this Disclosure Statement and in the **Certificate** as the “**Broker**” or “Insurance Insight Inc.”

Here is how you can contact Insurance Insight Inc.:

Phone
1-877-833-1419 or 905-766-4613

Fax
905-629-8969

Email
contactus@insuranceinsight.ca

Mail
1333 Dorval Drive, Suite 102
Oakville, Ontario
L6M 4G2

Web
www.insuranceinsight.ca

Insurance Insight Inc. is an insurance broker licensed in your province.

WHAT IS THE AMOUNT OF COVERAGE?

PAYMENT RELIEF BENEFITS

If you are eligible for **Payment Relief Benefits** under your **Certificate**, we will pay **Payment Relief Benefits** to your **Financial Institution** equal to the payments due under your **Financing Agreement** for a period of sixty (60) days (the "**Payment Relief Period**").¹ The number of times that a **Payment Relief Benefit** will be paid during the **Term** and the maximum amount per payment depends on the WALKAWAY FINANCE PROTECTION™ insurance product you purchased:

- a. in the case of the Standard Plus with 4-month PAYMENT RELIEF® certificate the **Payment Relief Benefit** will be paid up to two (2) times during the **Term** with each payment limited to a maximum of \$3,000 per **Payment Relief Period**;
- b. in the case of the Standard Plus with 6-month PAYMENT RELIEF® certificate, the **Payment Relief Benefit** will be paid up to three (3) times during the **Term** with each payment limited to a maximum of \$3,000 per **Payment Relief Period**; and
- c. in the case of the Elite with 12-month PAYMENT RELIEF® certificate, the **Payment Relief Benefit** will be paid up to six(6) times during the **Term** with each payment limited to a maximum of \$3,000 per **Payment Relief Period**.

If you make a claim for a **Payment Relief Benefit** and there is only one payment left due to your **Financial Institution**, your **Payment Relief Benefit** will be limited to half of what would otherwise be permitted under your **Certificate** as payment during the full **Payment Relief Period**.

You must re-qualify to receive your second and subsequent **Payment Relief Benefit**. The amount of the **Payment Relief Benefit** paid to your **Financial Institution** will be deducted from the **Maximum Benefit** payable under the **Certificate**.

VEHICLE RETURN BENEFITS

If we direct you to a **Designated Return Facility** and you **Voluntarily Return** your **Vehicle**, we will arrange to sell your **Vehicle** and pay your **Financial Institution** the **Vehicle Sale Price** along with the **Vehicle Return Benefit**.

We will use our best efforts to obtain the highest possible price for your **Vehicle**, but the **Vehicle Sale Price** actually received will depend on market conditions at the time of the sale and whether we receive competitive bids for your **Vehicle** or the **Vehicle** is disposed of at a vehicle auction.

The Vehicle Return Benefit will be equal to THE LESSER OF:

¹ The 60 -day Payment Relief Period starts with the date of the first payment due after making a claim.

(i) the **Balance Due** plus your **Prorated Down Payment** under your **Financing Agreement** after subtracting the **Vehicle Sale Price** and any refunds the **Insurer** collected on account of any insurance products other than the **Certificate**

OR

(ii) the **Maximum Benefit** stated in your **Certificate** minus any **Payment Relief Benefits**

in each case, minus costs paid to put the **Vehicle** in **Saleable Condition**.

The Maximum Benefit that the Insurer will pay under a certificate is:

- a. in the case of a Complimentary or Basic certificate, SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00);
- b. in the case of a Standard certificate, TEN THOUSAND DOLLARS (\$10,000.00);
- c. in the case of a Standard Plus with 4-month PAYMENT RELIEF® certificate, TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500);
- d. in the case of a Standard Plus with 6-month PAYMENT RELIEF® certificate, FIFTEEN THOUSAND DOLLARS (\$15,000);
- e. in the case of an Estate Advantage™ certificate, TWENTY THOUSAND DOLLARS (\$20,000); and
- f. in the case of an Elite with 12-month PAYMENT RELIEF® certificate, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

The total of all **Maximum Benefit** amounts payable to **Financial Institutions** under multiple WALKAWAY FINANCE PROTECTION™ certificates issued to you in relation to different vehicles is \$50,000.00 regardless of the number of **Qualifying Events** experienced by you.

If the **Financing Agreement** is a revolving line of credit, the **Loan** will be equal to the principal amount of the **Financing Agreement**. The **Loan** will be amortized to a zero-balance using a calculated average interest rate and a term of 72 months beginning on the date you take possession of the **Vehicle**. The interest rate is calculated using the Bank of Canada overnight rate from the **Effective Date** to the date you experience your **Qualifying Event** plus 2.0%.

Only one **Vehicle Return Benefit** will be paid under the **Certificate** during the **Term**, regardless of the number of **Qualifying Events** experienced by you.

WHO IS THE BENEFICIARY?

The beneficiary of this insurance is your **Financial Institution** as outlined in your **Financing Agreement**.

WHEN DOES MY INSURANCE COVERAGE START?

Your insurance coverage starts on the **Effective Date** identified on the first page of your **Certificate**.

You can only purchase a WALKAWAY FINANCE PROTECTION™ certificate on the date you sign your **Financing Agreement** or within thirty (30) days of that date (the "**Grace Period**") if you advise your **Selling**

Dealer and the **Broker** in writing. Any certificate issued after that date is void. If you purchase your **Certificate** during the **Grace Period**, and a **Qualifying Event** begins or occurs during the Grace Period, you will not be covered under the **Certificate** and your premium will be refunded. If you upgrade your **Certificate** to another WALKAWAY FINANCE PROTECTION™ certificate during the **Grace Period**, and a **Qualifying Event** begins or occurs during the **Grace Period**, your upgrade benefits will not be applicable, your coverage will revert back to the **Certificate** originally issued and any additional premium charged for the upgrade will be refunded.

HOW LONG DO I HAVE COVERAGE FOR?

Your insurance coverage is valid for the term of your **Financing Agreement** for all certificates other than a Complimentary certificate. In the case of a Complimentary certificate, your coverage is valid for the first twelve (12) months of your **Financing Agreement**. The **End Date** is also identified on the first page of your **Certificate**.

CAN COVERAGE END BEFORE THE END DATE?

Your coverage will end before the End Date if:

- a. you write to your **Selling Dealer** and request that the insurance be cancelled;
- b. your **Loan** or **Lease** obligation is paid in full, rewritten, refinanced or otherwise discharged;
- c. your **Vehicle** is repossessed, or sold;
- d. your **Vehicle** is determined by your automobile insurer to be a total loss; or
- e. you are paid a **Vehicle Return Benefit** in association with your **Financing Agreement**.

WHAT IS THE TOTAL RETAIL COST OF THIS COVERAGE?

The total retail cost of your coverage will depend on which WALKAWAY FINANCE PROTECTION™ certificate you purchase. The total retail cost of each certificate consists of the premium remitted to the **Insurer(s)**, as well as an amount retained from the Customer Price by the **Dealer** as Group Policy Holder for arranging this insurance (which includes the fee paid to the **Broker**) for arranging this insurance, each of which is specified under “**Retail Price**” in your **Certificate**. The total retail cost of each certificate, before taxes, is as follows:

WALKAWAY FINANCE PROTECTION CERTIFICATE	COST (Plus applicable taxes)
Complimentary	Compliments of your Selling Dealer
Basic	\$329.00
Standard	\$499.00
Standard Plus with 4-month PAYMENT RELIEF®	\$899.00
Standard Plus with 6-month PAYMENT RELIEF®	\$1,249.00
Elite with 12-month PAYMENT RELIEF®	\$1,999.00

Estate Advantage		\$1,099.00
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The taxes applicable to your **Certificate** will depend on your province. Ask your **Selling Dealer** what the applicable tax rate is for your province.

ARE THERE ANY PERIODS DURING WHICH COVERAGE WILL NOT APPLY?

You will not be covered if you experience **Unemployment, Temporary Unemployment, International Job Transfer** or **Self-Employed Personal Bankruptcy** within the first ninety (90) days of coverage.

ARE THERE ANY WAITING PERIODS?

If you have experienced a **Disability, Disability of the Self-Employed** or an **Employer-Approved Leave of Absence** and you wish to make a claim, then you must be unable to work for an uninterrupted period of sixty (60) days.

HOW WILL I RECEIVE CONFIRMATION OF MY INSURANCE COVERAGE?

You will receive the **Certificate** from your **Selling Dealer** after you sign the **Financing Agreement**. The insurance **Certificate** will serve as confirmation of your insurance coverage.

RENEWAL

CAN I RENEW MY INSURANCE AFTER THE END DATE?

This insurance is not renewable.

RESTRICTIONS AND EXCLUSIONS

WHAT ARE THE COVERAGE RESTRICTIONS AND EXCLUSIONS?

CAUTION

YOU ARE LIABLE TO PAY ALL OF THE FOLLOWING COSTS, WHICH ARE NOT COVERED UNDER THE CERTIFICATE:

1. ANY COSTS YOU INCUR TO DELIVER A NOTICE OF CLAIM, PROOF OF LOSS OR TO COMPLETE ANY REPORT OR STATEMENT IN RELATION TO A CLAIM FOR A BENEFIT THAT IS REQUIRED BY THE INSURER.
2. ANY FINES, CHARGES, DEBTS OR LIENS REGISTERED AGAINST THE LICENCE OR TITLE TO THE VEHICLE, INCLUDING ANY COSTS ASSOCIATED WITH THEIR DISCHARGE, ANY

LIABILITIES OR DEBTS ARISING OUT OF THE OWNERSHIP, USE OR OPERATION OF THE VEHICLE, AND ANY SECURITY INTEREST (OTHER THAN IN FAVOUR OF YOUR FINANCIAL INSTITUTION).

3. THE DESIGNATED RETURN FACILITY RETAIL REPAIR COST RESULTING FROM THE CORRECTION OF MODIFICATIONS OR ALTERATIONS MADE TO YOUR VEHICLE AFTER THE EFFECTIVE DATE OR REPAIRS DEEMED BY THE DESIGNATED RETURN FACILITY AS NECESSARY TO PUT YOUR VEHICLE IN SALEABLE CONDITION. THE DESIGNATED RETURN FACILITY MAY MAKE THESE REPAIRS OR CORRECT MODIFICATIONS, BUT WE RESERVE THE RIGHT TO REQUIRE THAT YOU MAKE THEM BEFORE DELIVERING THE VEHICLE. THE COST OF ANY REPAIRS/CORRECTIONS WILL BE DEDUCTED FROM THE BENEFIT PAID BY US TO YOUR FINANCIAL INSTITUTION AND YOU MUST PAY THE RESULTING ADDITIONAL BALANCE DUE.
4. ANY PAYMENTS OWING TO YOUR FINANCIAL INSTITUTION ON YOUR LOAN OR LEASE THAT ARE IN ARREARS AT THE TIME YOUR CLAIM HAS BEEN APPROVED.
5. ANY EXCESS MILEAGE CHARGE IMPOSED BY YOUR FINANCIAL INSTITUTION IF THE ODOMETER READING ON YOUR VEHICLE ON THE DATE THAT YOU MAKE A CLAIM EXCEEDS 120% OF THE EXCESS MILEAGE LIMIT PRORATED TO THE EXPIRED MONTHS IN THE TERM.
6. ANY OTHER COST INCURRED BY YOU IN COMPLYING WITH THE CERTIFICATE.
7. IN THE EVENT OF YOUR DEATH, YOU ARE INELIGIBLE FOR COVERAGE UNDER ANY EVENT COVERED BY THE CERTIFICATE, EXCEPT FOR THAT COVERAGE ALLOWED UNDER ACCIDENTAL DEATH AND DEATH DUE TO CRITICAL ILLNESS. THIS EXCLUSION WILL NOT APPLY IF YOU HAVE PROVIDED NOTICE OF CLAIM UNDER ANOTHER QUALIFYING EVENT PRIOR TO YOUR DEATH.

WE WILL NOT COVER CLAIMS WHERE QUALIFYING EVENT(S) WERE CAUSED OR CONTRIBUTED TO BY ANY OF THE FOLLOWING:

1. WAR OR ANY ACT OF WAR, WHETHER DECLARED OR UNDECLARED,
2. SUICIDE, OR INTENTIONALLY SELF-INFLICTED INJURY, WHILE SANE OR INSANE,
3. YOUR OPERATION OF ANY MOTOR VEHICLE OR VESSEL HAVING CONSUMED ALCOHOL IN SUCH A QUANTITY THAT THE CONCENTRATION THEREOF IN YOUR BLOOD EXCEEDS 80 MILLIGRAMS OF ALCOHOL IN 100 MILLILITRES OF BLOOD OR, IF LOWER, THE LEGAL LIMIT STIPULATED IN THE JURISDICTION WHERE YOU ARE OPERATING THE MOTOR VEHICLE OR VESSEL; ABUSE OF ALCOHOL OR ALCOHOLISM AS DIAGNOSED BY A DOCTOR,
4. THE INTENTIONAL TAKING OF DRUGS EXCEPT WHERE PRESCRIBED BY A DOCTOR AND TAKEN AS DIRECTED; ANY POISONOUS SUBSTANCE, GAS, OR FUMES OF ANY KIND VOLUNTARILY TAKEN, ADMINISTERED, ABSORBED OR INHALED,

5. GAMBLING, BETTING OR WAGERING BY YOU,
6. YOUR COMMISSION OR ATTEMPTED COMMISSION OF AN ASSAULT OR CRIMINAL OFFENCE,
7. ANY QUALIFYING EVENT FOR WHICH A CLAIM WAS PAID UNDER ANOTHER CERTIFICATE ISSUED TO YOU PRIOR TO THE EFFECTIVE DATE,
8. SURGERIES THAT WERE SCHEDULED OR THAT YOU WERE ADVISED TO SCHEDULE PRIOR TO THE EFFECTIVE DATE AND COMPLICATIONS EITHER DIRECTLY OR INDIRECTLY DUE TO ELECTIVE SURGERY,
9. REPOSSESSION OF YOUR VEHICLE, EVEN THOUGH YOU HAVE NOTIFIED US OF A CLAIM OR COULD HAVE MADE A CLAIM PRIOR TO THE REPOSSESSION OF YOUR VEHICLE,
10. RESULTING DIRECTLY OR INDIRECTLY FROM PREGNANCY, MISCARRIAGE OR CHILDBIRTH,
11. A PANDEMIC WHILE A STATE OF EMERGENCY WAS IN EFFECT ANYWHERE IN CANADA. THIS EXCLUSION DOES NOT APPLY TO DEATH DUE TO CRITICAL ILLNESS, WEST NILE, SWINE FLU, AVIAN VIRUSES OR SUSPECTED SYMPTOMS OF THESE DISEASES OR WIDESPREAD OUTBREAK OF INFECTIOUS DISEASE, WHETHER DECLARED BY HEALTH AUTHORITIES OR UNDECLARED,
12. A NATURAL DISASTER THAT CAUSES A STATE OF EMERGENCY ANYWHERE IN CANADA,
13. ANY CLAIM INVOLVING A COMMERCIAL VEHICLE,
14. DEATH, OTHER THAN ACCIDENTAL DEATH OR DEATH DUE TO CRITICAL ILLNESS, EXCEPT IF YOU GAVE NOTICE OF A CLAIM, AND DELIVERED A PROOF OF LOSS ON THE BASIS OF A QUALIFYING EVENT PRIOR TO YOUR DEATH,
15. IN RELATION TO A CLAIM FOR INTERNATIONAL JOB TRANSFER: (I) TRANSFER TO A JOB OUTSIDE OF CANADA AS AN EMPLOYEE IN A FOREIGN OR CANADIAN DIPLOMATIC OR MILITARY SERVICE (INCLUDING GOVERNMENT AGENCIES SUPPORTING FOREIGN AFFAIRS OR TRADE MISSIONS, MILITARY PERSONNEL AND RELATED MILITARY SERVICES); (II) EMPLOYMENT OUTSIDE OF CANADA PURSUANT TO A TEMPORARY WORK VISA; (III) TRANSFER TO A JOB OUTSIDE OF CANADA THAT IS INITIATED BY YOU OR YOUR SPOUSE OR THAT RESULT FROM POSTED OR ADVERTISED POSITIONS,
16. TERMINATION OF YOUR EMPLOYMENT BECAUSE:
 - i. YOU RETIRED, VOLUNTARILY RESIGNED, OR AGREED WITH YOUR EMPLOYER THAT YOU WOULD RESIGN,
 - ii. OF A STRIKE OR LABOUR DISPUTE OR TEMPORARY LAYOFF, OR

- iii. YOUR EMPLOYMENT CONTRACT WAS NOT RENEWED AT OR THIRTY (30) DAYS BEFORE THE EXPIRATION OF A FIXED TERM OR AT THE ANNUAL EXPIRY OF YOUR SEASONAL OCCUPATION,

17. UNEMPLOYMENT OF THE EMPLOYEES OF THE SELLING DEALER,

18. YOUR INABILITY TO ACTIVELY SEEK GAINFUL EMPLOYMENT ON A FULL-TIME BASIS BECAUSE YOU ARE RECEIVING EMPLOYMENT INSURANCE AND YOU ARE ALSO UNDERTAKING GOVERNMENT SPONSORED EDUCATION OR TRAINING PROGRAMS,

19. UNEMPLOYMENT, TEMPORARY UNEMPLOYMENT OR INTERNATIONAL JOB TRANSFER IF YOU ARE RETIRED OR SELF-EMPLOYED, OR

20. DISABILITY CAUSED BY MENTAL OR EMOTIONAL DISORDERS, INCLUDING, BUT NOT LIMITED TO STRESS, ANXIETY, DEPRESSION (REACTIVE OR OTHERWISE) AND/ OR CONDITIONS RELATED THERETO (FOR ANY CERTIFICATES OTHER THAN ELITE WITH 12-MONTH PAYMENT RELIEF®).

CLAIMS

HOW DO I SUBMIT MY CLAIM?

You must complete two (2) steps in order to make a claim:

1. **Notice of a Claim.** Within **thirty (30) days** after a **Qualifying Event** occurs contact the **Insurer** and notify us that you want to make a claim. If the **Qualifying Event** is a continuing condition, such as **Disability**, give us notice no later than thirty (30) days after the condition began.
2. **proof of Loss.** Within **ninety (90) days** after a **Qualifying Event** occurs or begins, we must receive a **Proof of Loss** from you. For details, look at the definition of “**Proof of Loss**” in the section below titled Words and Phrases with Special Meaning.

If you are absent or unable to give us **Notice of a Claim** or complete the **Proof of Loss**, your authorized representative may do so, provided that you confirm your representative’s authority in writing and that your absence or inability to give notice or complete the **Proof of Loss** is explained to the reasonable satisfaction of the **Insurer**. In the case of your death, your **Estate Trustee** can provide **Notice of a Claim** or complete the **Proof of Loss**.

Please note that a claim for Death **Due to Critical Illness** must be made to The Empire Life Insurance Company. Claims for all other **Qualifying Events** are made to Trisura Guarantee Insurance Company. Details of how to make a claim are set out in your **Certificate**.

WHAT IF I MISS THE 30/90 DAY DEADLINES?

CAUTION

IF THE INSURER DOES NOT RECEIVE YOUR NOTICE OF A CLAIM WITHIN 30 DAYS OR YOUR COMPLETED PROOF OF LOSS WITHIN 90 DAYS OF THE QUALIFYING EVENT OCCURRING OR BEGINNING, THE INSURER MAY REFUSE YOUR CLAIM OR REDUCE THE AMOUNT THAT IT PAYS FOR YOUR CLAIM UNLESS IT WAS NOT REASONABLY POSSIBLE FOR YOU TO DELIVER A PROOF OF LOSS WITHIN THAT TIME PERIOD.

A CLAIM UNDER THE CERTIFICATE CAN BE MADE ONLY WITHIN ONE (1) YEAR AFTER THE QUALIFYING EVENT OCCURRED OR, IN THE CASE OF A CONTINUING CONDITION, THE DATE THE CONDITION BEGAN PROVIDED THAT THE CONDITION IS CONTINUING AT THE DATE THAT YOU DELIVER NOTICE OF A CLAIM.

NO CLAIM WILL BE APPROVED WHERE NOTICE OF A CLAIM IS GIVEN AFTER MIDNIGHT (IN THE TIME ZONE WHERE YOUR ADDRESS ON THE FIRST PAGE OF THE CERTIFICATE IS LOCATED) ON THE EXPIRY DATE.

EXAMPLES OF HOW THIS INSURANCE WORKS

Here are some examples of how this insurance works.

EXAMPLE 1

This is an example where the **Vehicle Return Benefit** payable under this insurance plus the **Vehicle Sale Price** is enough to pay the amount owing under your **Loan** or **Lease**, and you returned the **Vehicle** in **Saleable Condition**.

Assume that you lose your job, you are not **Self-Employed**, and you have claimed and we have paid all available **Payment Relief Benefits**. You notify us that you have decided to make a claim and **Voluntarily Return** your **Vehicle**. You submit a **Notice of a Claim**, file a **Proof of Loss** and otherwise comply with the **Certificate**. We accept your claim and we arrange for the sale of your **Vehicle** after you deliver it to the **Designated Return Facility** identified by the **Broker** or **Insurer** together with a transfer of the **Vehicle** ownership.

We will provide you with an estimate of the **Balance Due** and **Additional Balance Due**, if any, before your **Vehicle** is sold using automobile industry values from publicly available pricing guides, such as The Canadian Black Book. However, this will only be an estimate and the **Vehicle Sale Price** that is actually paid for your **Vehicle** when it is sold will be the amount used to calculate your **Balance Due**. You may find that once your **Vehicle** is sold to the **Selling Dealer** or disposed of by a vehicle wholesaler or the **Vehicle** is sold at auction, the actual **Vehicle Sale Price** is less than the estimated value and you may owe an **Additional Balance Due**.

For example, if the estimated sale price of your **Vehicle** indicates that you will not incur an **Additional Balance Due** but we do not receive competitive bids from your **Selling Dealer** or vehicle wholesaler, your **Vehicle** may be disposed of at a vehicle auction. The **Vehicle Sale Price** received at auction may be lower than the estimated value and as a result you may owe an **Additional Balance Due**.

Assume in this example that the amount owing on your **Loan** or **Lease** is \$30,000. The **Vehicle Sale Price** collected is \$20,000. You return your **Vehicle** to the **Designated Return Facility** in **Saleable Condition**.

The **Vehicle Sale Price** of \$20,000 is deducted from the outstanding amount of the **Loan** or **Lease** leaving a **Balance Due** of \$10,000. The **Maximum Benefit** available under your **Certificate** is \$25,000.00. After deducting **Payment Relief Benefits** we have paid to you of \$9,000, \$16,000 remains available under the **Certificate** to pay your claim. We pay your **Financial Institution** the **Vehicle Return Benefit** of \$10,000 and you owe nothing.

EXAMPLE 2

This is an example where the **Vehicle Return Benefit** payable under this insurance plus the **Vehicle Sale Price** is not enough to pay your **Loan** or **Lease** and you will be responsible to pay the **Additional Balance Due**, which includes the cost of repairs needed to make your **Vehicle** saleable.

Assume that you become **Disabled**, you notify us that you have decided to make a claim and you **Voluntarily Return** your **Vehicle**. There is damage to the **Vehicle** that requires the **Designated Return Facility** to perform \$3,000 in repairs to put the **Vehicle** in **Saleable Condition**. You comply with the **Certificate** but you do

not make the repairs to the **Vehicle**. You file a **Proof of Loss**. We accept your claim and you deliver the **Vehicle** to the **Designated Return Facility** identified by the **Broker** together with a transfer of the **Vehicle** ownership. The **Designated Return Facility** repairs the damage to your **Vehicle** and we arrange for the sale.

Assume that, as in Example 1, the amount collected from the sale of your **Vehicle** is \$20,000. However, in this example assume that the amount owing on your **Loan** or **Lease** is \$40,000, more than in Example 1.

The **Vehicle Sale Price** of \$20,000 is deducted from the outstanding **Loan** or **Lease**, leaving a **Balance Due** of \$20,000. The **Maximum Benefit** available under your **Certificate** is \$25,000.00. We have paid \$9,000 in **Payment Relief Benefits** and the remaining amount available under the **Certificate** is \$16,000. The **Vehicle Return Benefit** payable to your **Financial Institution** is the lesser of the **Balance Due** (\$20,000) or \$16,000, and is reduced by the \$3,000 in repairs that had to be done to put the **Vehicle** in **Saleable Condition**. We pay your **Financial Institution** \$13,000 leaving you owing an **Additional Balance Due** of \$7,000.

HOW LONG WILL IT TAKE THE INSURER TO PROCESS MY CLAIM?

The **Insurer** has sixty (60) days from the date they receive satisfactory **Proof of Loss** to process your claim. Satisfactory **Proof of Loss** means all the required information to assess your claim including any written confirmation from your **Doctor**, if applicable.

HOW CAN I APPEAL A CLAIMS DECISION?

Should you disagree with any claim decision made, you can appeal it by contacting the **Insurer** or the **Broker** and requesting a review of your claim.

If, for some reason, you have a complaint or inquiry that we are not able to resolve to your satisfaction, you may communicate the complaint or inquiry in writing to:

OmbudService for Life & Health Insurance
401 Bay Street, Suite 1507, P.O. Box 7,
Toronto, Ontario. M5H 2Y4

or

General Insurance OmbudService
10 Milner Business Court, Suite 701,
Toronto, Ontario
M1B 3C5

CANCELLATION

HOW DO I CANCEL THIS INSURANCE COVERAGE?

If you decide that you do not want this insurance, you have thirty (30) days after the **Effective Date** to cancel it. To cancel, you must advise the **Selling Dealer** in writing. The entire **Retail Price** will be refunded to your **Financial Institution**.

If you cancel after thirty (30) days following the **Effective Date**, you will receive a **Partial Refund** after we deduct a \$125 fee to cover administration costs. No amount under \$5 will be refunded and no funds will be refunded if a claim has been paid or is pending under the **Certificate**. The **Partial Refund** will be paid to the party who financed the **Certificate** purchase.

WORDS AND PHRASES THAT HAVE A SPECIAL MEANING

Accidental Death means death directly caused by external trauma from a force foreign to you, and not arising out of or due to sickness, incurred while the **Certificate** is in force and occurs within one (1) calendar year following the external trauma.

Additional Balance Due means the amount by which the **Balance Due** exceeds the **Vehicle Return Benefit**.

Balance Due means the greater of:

- (i) the balance owing under your **Financing Agreement**
- MINUS

refund(s) that we collect on behalf of your **Financial Institution** of the pro-rated cost of warranty, credit insurance (other than this insurance), guaranteed asset protection or similar products that were purchased with the proceeds of the **Loan** and which are cancelled on the sale of the **Vehicle**

MINUS

the **Vehicle Sale Price**, OR

(ii) \$0

Benefit(s) means **Payment Relief Benefit** and **Vehicle Return Benefit**.

Broker means Insurance Insight Inc. (operating as Insurance Insight Solutions in BC).

Buyer means the individual named as the “buyer” or “lessee” in your **Financing Agreement** and named as the **Customer** on the first page of the **Certificate**.

Certificate means the WALKAWAY FINANCE PROTECTION™ Complimentary, Basic, Standard, Standard Plus with 4-month PAYMENT RELIEF®, Standard Plus with 6-month PAYMENT RELIEF®, Elite with 12-month PAYMENT RELIEF®, or Estate Advantage™ certificate of insurance issued to you, as amended by the **Insurer** from time to time.

Civil Authority means any person acting under the authority of the Governor General in Council of Canada or the Lieutenant Governor in Council of a Province, and/or any person acting with authority under Federal, Provincial or Territorial legislation with respect to the protection of persons and property.

Commercial Vehicle means (i) a motor vehicle of the van, sedan- delivery, and truck or tractor type or a vehicle constructed for specialized commercial purposes except when it is purchased and used exclusively for non-commercial, pleasure purposes, and which does not exceed 5,775 kilograms in gross vehicle weight, (ii)

a vehicle with a drop box or flatbed or that have non-OEM body or box modifications, (iii) a vehicle used for any of the following purposes: (a) carrying goods or passengers for livery or delivery; (b) security or policing services or the vehicle is used as a security or police vehicle; (c) emergency services or the vehicle is used as an emergency vehicle; (d) use as a school bus, taxicab or bus; or (e) shipping or transportation of commercial goods; and (iv) a vehicle insured under a commercial automobile insurance policy, but share-the-expense private passenger or car-pool vehicles or personal use company vehicles driven by a single driver insured under their employer’s commercial automobile insurance policy are not considered vehicles used for a commercial purpose.

Critical Illness means one of the following illnesses: **Heart Failure**, stroke, cancer, AIDS, multiple sclerosis, cystic fibrosis, Parkinson’s, Alzheimer’s disease, or ALS.

Critical Illness Requiring Hospitalization means you have been diagnosed with a **Critical Illness** for which you require **Hospitalization**.

Death Due To Critical Illness means death caused by a **Critical Illness**.

Designated Return Facility means the **Selling Dealer**, your **Financial Institution** or other vehicle wholesaler, vehicle auction or facility designated by the **Broker** or the **Insurer** for the return, inspection and sale of your **Vehicle**.

Disability means:

- i. in the case of any certificate other than an Elite certificate, that, after the **Effective Date**, a **Doctor** has determined that you have been physically unable to perform the duties of your **Full Time Occupation** for a period of at least sixty (60) days and you have been receiving and continue to receive ongoing medical treatment during the term of your **Disability**;

in the case of an Elite certificate, that, after the **Effective Date**: (i) a **Doctor** has determined that you have been physically unable to perform the duties of your **Full Time Occupation** for a period of at least sixty (60) days and you have been receiving and continue to receive ongoing, regular medical treatment for the condition(s) causing or contributing to the **Disability**; or (ii) a psychiatrist, neurologist or psychologist licensed by the provincial college of psychologists or other provincial regulatory organization for the highest level of independent practice determines that you are psychologically unable to perform the duties of your **Full Time Occupation** for a period of at least sixty (60) days and you are receiving ongoing, regular therapeutic and/or medical treatment from a psychiatrist, neurologist or psychologist for the condition(s) causing or contributing to the **Disability**.

Disability of the Self-Employed means you are unable to perform the duties of your **Self-Employment** due to your **Disability** for a period of at least sixty (60) days, and your **Proof of Loss** includes an affidavit or statutory declaration attesting to the fact that you had no other source of income during the sixty (60) day period other than from long-term disability insurance.

Doctor means a Doctor of Medicine (M.D.) 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 or advice is rendered. The **Doctor** must be someone other than yourself or an **Immediate Family Member**.

Driving Restrictive Medical Condition means that, after the **Effective Date**, a medically determined impairment, which has been reported in writing to the government agency that issued your driver's licence by a **Doctor**, **Permanently Disables** you from continuing to operate a motor vehicle safely; or your driver's licence has not been renewed by the government licensing agency for failure to pass a driver's test required as a result of an age-related mandatory provincial licensing requirement.

Effective Date means the date that you signed your **Financing Agreement**.

Employer-Approved Leave of Absence means that you have taken an unpaid leave of absence from your **Full Time Occupation**, for sixty (60) consecutive days, with your employer's approval, (i) to care for an **Immediate Family Member** who has been diagnosed with a **Critical Illness** by a **Doctor** or (ii) a **Doctor** has disclosed to you a prognosis given to the **Immediate Family Member** that they have less than twenty-six (26) weeks to live.

Employment Insurance means unemployment benefits paid by the Government of Canada as defined in the Employment Insurance Act (Canada) 1996, c. 23, as amended.

Estate Trustee means, in the case of your death, an estate trustee or comparable estate representative as evidenced by a certificate of appointment issued by a court of competent jurisdiction.

Excess Mileage Limit means the **Maximum Mileage** prorated to the number of **Expired Months in the Term**.

Excess Mileage Charge means the amount charged to you by your **Financial Institution** for kilometres/miles on the odometer in your **Vehicle** on the date you make a claim that exceeds the applicable **Maximum Mileage**.

Excess Wear & Tear Charge means any charge imposed by your **Financial Institution** resulting from excess wear and tear on your leased **Vehicle**.

Expired Months in the Term means the number of full months of the **Term** that have passed on the date that you make a claim under your **Certificate**.

Expiry Date means the earliest of the following:

- a. midnight on the End Date shown on the first page of your **Certificate** in the time zone where your **Certificate** was issued,
- b. the date the **Selling Dealer** receives a written request from you to cancel the insurance,
- c. the date that your **Loan** or **Lease** is paid in full, rewritten, refinanced or otherwise discharged,
- d. the date that your **Vehicle** is repossessed or sold,
- e. the date that your **Vehicle** is determined by your automobile insurer to be a total loss, or
- f. the date that a **Vehicle Return Benefit** has been paid under any WALKAWAY FINANCE PROTECTION™ insurance **Certificate** associated with your **Financing Agreement**.

Financial Institution means the financial institution that financed the purchase of your **Vehicle** with the **Loan** or the financial institution to which you owe payments under your **Lease** and in each case is a party to the **Financing Agreement**.

Financing Agreement means the original sales finance contract you entered into with your **Financial Institution** to fund the purchase of the **Vehicle** and which evidences the **Loan** and the **terms** and **conditions** under which your **Financial Institution** is entitled to repayment; or the original lease agreement you entered into with your **Financial Institution** for the **Lease** of the **Vehicle**, or the bill of sale from the **Selling Dealer** for a line of credit.

Full Time Occupation means:

- with respect to **Unemployment, Temporary Unemployment** and **International Job Transfer** coverage, that you are actively working for wages reported to Canada Revenue Agency at least twenty-eight (28) hours per week with a single employer for a minimum of twelve (12) weeks within the most recent seventeen (17) consecutive week period, and **Employment Insurance** premiums have been paid on your behalf during this period and you are not **Self-Employed**,

– with respect to **Disability** and **Employer-Approved Leave of Absence** coverage, means you are actively working for wages reported to Canada Revenue Agency at least twenty-eight (28) hours per week, you are paying **Employment Insurance** premiums and you are not **Self-Employed**.

Group Creditor's Policy(ies) means the non-participating group creditor's policies issued by each of Trisura and Empire Life to the **Selling Dealer** for the benefit of the **Financial Institution** who financed your **Vehicle** with a **Financing Agreement** and a Group Creditor's Policy means the Trisura Group Creditor Policy if the reference is to any coverage other than **Death Due to Critical Illness** and to the Empire Life Group Master Policy if the reference is to **Death Due to Critical Illness**.

Heart Failure means cardiac arrest, heart failure and an acute episode of heart disease in which the blood flow that brings oxygen to the heart muscle is severely reduced or cut off completely leading to damage or death of part of the heart muscle and diagnosed as cardiac arrest, heart failure, or a myocardial infarction or heart attack.

Hospitalization means, after the **Effective Date**, you are admitted on the recommendation of a **Doctor** as an in-patient requiring medical treatment in an institution approved by your provincial government as a public hospital and remain as an admitted patient for at least seventy-two (72) consecutive hours.

Immediate Family Member means your parents, by birth or marriage, your natural or adopted child, your legal guardian, your Spouse, or your sibling by birth or marriage.

Insurers means Trisura Guarantee Insurance Company and The Empire Life Insurance Company, or a successor of Trisura or Empire Life licensed under the Insurance Companies Act (Canada) who assumes and continues to underwrite the insurance business carried on by Trisura or Empire Life as of the Policy Inception Date. Insurer means, in the case of a claim for **Death Due to Critical Illness**, The Empire Life Insurance Company, and in the case of a claim for any other **Qualifying Event**, Trisura Guarantee Insurance Company.

International Job Transfer means, as part of your **Full Time Occupation**,

- a. at the insistence of your employer your employment is transferred and your permanent residence is moved to a location other than the country where your **Financing Agreement** was entered into for a scheduled period of not less than twenty-four (24) consecutive months;
- b. you did not have written or verbal knowledge of the move/transfer prior to, or within the ninety (90) day period that follows the **Effective Date**;
- c. you were not on a temporary work visa while residing in the country where you signed your **Financing Agreement**; and
- d. you had worked in your current **Full Time Occupation** for a minimum period of six (6) months prior to the effective date of the transfer.

Lease means the lease under your **Financing Agreement** with your **Financial Institution** under which you possess and have the right to use your **Vehicle** and includes all of your financial obligations to the **Financial Institution** under the lease.

Loan means the loan that you owe to your **Financial Institution** under your **Financing Agreement** which you used to purchase the **Vehicle**, and in the case of a line of credit, it is the total balance due as shown on the bill of sale from the **Selling Dealer**.

Maximum Benefit under any **Certificate** means:

- a. in the case of a Complimentary or Basic certificate, SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00);
- b. in the case of a Standard certificate, TEN THOUSAND DOLLARS (\$10,000.00);
- c. in the case of a Standard Plus with 4-month PAYMENT RELIEF® certificate, TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500);
- d. in the case of a Standard Plus with 6-month PAYMENT RELIEF® certificate, FIFTEEN THOUSAND DOLLARS (\$15,000);
- e. in the case of an Estate Advantage™ certificate, TWENTY THOUSAND DOLLARS (\$20,000); and
- f. in the case of an Elite with 12-month PAYMENT RELIEF® certificate, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

Maximum Mileage means the maximum distance permitted for the **Term** of your **Lease** under your **Financing Agreement**.

Natural Disaster means natural and unavoidable catastrophes such as, but not limited to, cyclones, earthquakes, hurricanes, landslides, tsunamis, typhoons, and volcanic eruptions.

Notice of a Claim means written or verbal notice of your intention to make a claim under the **Certificate** communicated to the **Insurer**.

Partial Refund means a refund calculated as follows:

$0.80 \times [(A \times (A + 1)) \text{ DIVIDED BY } (B \times (B + 1))] \times C$, where:

A = the number of full months from the date of termination of the insurance under your **Certificate** to the end of the **Term**

B = the number of full months in the **Term**

C = the amount paid by you for the insurance as set out on the first page of your **Certificate** and added to your **Lease** or your **Loan** principal.

Payment Relief Benefit means a lump sum payment equal to sixty (60) days' worth of your payments as outlined under your **Financing Agreement** starting with the date of payment due after making a claim for a **Payment Relief Benefit**. If the last payment due to the **Financial Institution** under your **Financing Agreement** occurs during a **Payment Relief Period**, the **Payment Relief Benefit** will be equal to the remaining **Lease** or **Loan** payments due at the time the claim for the **Payment Relief Benefit** is approved, up to the maximum amount stated in your **Certificate**, subject to the exclusions set out in "Section Four – Costs and Events we do NOT Cover", Part A, of your **Certificate**.

Payment Relief Period means the period of sixty (60) days starting with the date of the first payment due after making a claim for the **Payment Relief Benefit**.

Permanently Disables means the termination of your driving privileges after the **Effective Date** for a minimum period of one hundred and eighty (180) continuous days which may require you to successfully retake your driver's licensing test required by the applicable provincial or territorial government motor vehicle licensing authority, in which case, your **Proof of Loss** must include a completed application, signed by the provincial or territorial government motor vehicle licensing authority that issued your driver's license, for refund of your driver's license fee and a status of driver's license check must remain "not valid" for one hundred and eighty (180) continuous days.

Proof of Loss means written proof of the occurrence or commencement of one or more **Qualifying Event(s)** as required by the Insurer, including written confirmation by a **Doctor** in the case of **Critical Illness Requiring Hospitalization, Disability, Disability of the Self-Employed, Driving Restrictive Medical Condition, Death Due to Critical Illness or Accidental Death**; or by your employer in the case of **Unemployment, Temporary Unemployment or International Job Transfer**; or by a bankruptcy trustee in the case of **Self Employed Personal Bankruptcy**; and statutory declaration or other documentary evidence satisfactory to the Insurer that proves your claim under the **Certificate**.

Prorated Down Payment means the greater of \$0, OR (i) if you did not purchase or lease your **Vehicle** using a line of credit, the prorated amount of the sum of the cash down payment plus prior vehicle trade-in equity minus any other debt included in your **Lease** or **Loan** OR (ii) if you purchased your **Vehicle** using a line of credit, the prorated amount of your prior vehicle trade-in equity minus any other debt included in your **Lease** or **Loan**; as itemized in your **Financing Agreement** as of the date of your **Vehicle Return Benefit**.

Qualifying Event means one or more of **Disability, Disability of the Self-Employed, Unemployment, Temporary Unemployment, International Job Transfer**, (except if you were a resident of the Province of Alberta or Saskatchewan on the **Effective Date**), **Employer- Approved Leave of Absence, Self-Employed Personal Bankruptcy** (except if you were a resident of the Province of Saskatchewan on the **Effective Date**), **Critical Illness Requiring Hospitalization, Death Due to Critical Illness, Driving Restrictive Medical Condition or Accidental Death** (except if you were a resident of the Province of British Columbia on the **Effective Date**) substantiated by an acceptable **Proof of Loss**. Whether your **Certificate** provides coverage for a specific **Qualifying Event** depends on which WALKAWAY FINANCE PROTECTION™ insurance product you purchased. See "Section Two – When we will pay a Benefit" in your **Certificate** for details.

Saleable Condition means, in relation to your **Vehicle**, in good repair, and in mechanically fit and functional condition and, except for reasonable wear and tear, without damage to the **Vehicle** exterior or interior and without modifications or alterations from the condition in which the **Vehicle** was delivered by the **Selling Dealer**.

Seasonal Occupation means an occupation where you are not **Self-Employed** and your occupation is subject to seasonal conditions wherein layoff or work suspension is a regular and anticipated part of your work schedule. If you reside in British Columbia, **Seasonal Occupation** does not include occupations limited by availability of work.

Self-Employed Personal Bankruptcy means that:

- no earlier than ninety (90) days after the **Effective Date**, you have filed an assignment in bankruptcy; or one or more of your creditors has filed an application and a bankruptcy order has been made pursuant to the Bankruptcy and Insolvency Act (Canada);
- your income has been earned exclusively from your **Self- Employment** for a minimum of one (1) calendar year prior to the date of filing the petition or proposal; and
- your **Vehicle** is **Voluntarily Returned**.

Self-Employed or **Self-Employment** means that up to the date that you make a claim under your **Certificate**, you were engaged alone or in partnership in a business, as “business” is defined in the Employment Insurance Act (Canada), or you were employed by a corporation and you directly or indirectly controlled 40% or more of the voting shares of that corporation and your income has been generated exclusively from that role.

Selling Dealer means the automobile dealership at the current physical location of the retail facility where your **Financing Agreement** was initiated, or an appointed location stipulated by the **Broker**.

Spouse means two persons who are married to each other by a civil or religious ceremony or have lived together in a conjugal relationship outside marriage continuously for a period of not less than 3 years.

State of Emergency means an act of law enacted by a **Civil Authority** giving the government the power to regulate access and operation of institutions or businesses, control movement and travel, issue evacuation notices, and seize any necessary goods or property to deal with a **Pandemic** or a **Natural Disaster**.

Temporary Unemployment means involuntary temporary termination of your **Full Time Occupation** verified by a record of employment issued by your employer, provided that: (i) the temporary termination of employment did not apply to **Seasonal Employment** and you were not **Self-Employed**; (ii) you have been receiving full or partial and continuous **Employment Insurance** benefits resulting from the **Temporary Unemployment** for a minimum period of ninety (90) consecutive days following the termination; (iii) you are not engaged in any government-sponsored education or training programs in lieu of seeking gainful employment; and (iv) you did not have written or verbal knowledge of the **Temporary Unemployment**, including public announcements of layoffs and plant closures, prior to or within the ninety (90) day period that follows the **Effective Date**.

Term means the period between the **Effective Date** and the **Expiry Date**.

Unemployment or **Unemployed** means you are not **Self-Employed** and you have suffered involuntary permanent release from your most recent **Full Time Occupation** and you are receiving **Employment Insurance** benefits resulting from this **Unemployment** and you are not undertaking any government-sponsored education or training programs in lieu of seeking gainful employment and you did not have written or verbal knowledge of **Unemployment**, including public announcements of corporate layoffs and plant closures, prior to or within ninety (90) days following the **Effective Date**.

Vehicle means the vehicle identified by the Vehicle Identification Number (“VIN”) listed on your **Financing Agreement** and your **Certificate** and does not include **Commercial Vehicles**.

Vehicle Return Benefit means the lesser of: (i) your **Balance Due** plus your **Prorated Down Payment** OR (ii) the **Maximum Benefit** under your **Certificate** including **Payment Relief Benefits**, in each case minus any costs of repairs, liens, any **Excess Wear & Tear Charge** and **Excess Mileage Charge**, any amounts you would otherwise have had to pay to the **Financial Institution** on early termination of your **Lease** and any other costs excluded to put the **Vehicle** in **Saleable Condition**.

Vehicle Sale Price means the amount of money that we collect from the **Designated Return Facility**, and pay to your **Financial Institution**, from the sale of your **Vehicle**.

Voluntarily Returned means that, after being advised by the **Insurer** that your claim has been approved, your **Vehicle** has been returned to the **Designated Return Facility** by you or on your behalf without repossession by or on behalf of the **Financial Institution** and you have delivered all documentation required to transfer good title to the **Vehicle** free of lien or other encumbrance except for a security interest on the **Vehicle** registered in the name of the **Financial Institution**.

PRIVACY POLICY

Personal information is information about you as an identifiable individual. If you make a claim under this insurance that is based on a **Qualifying Event** involving your health, then we will have to collect, use, disclose and retain health-related information about you (your "Health Information") to the extent necessary to adjudicate the claim. We will refer to personal information about you, including **Health Information**, as your "**Information**".

We may collect **Information** from you or any health care professional, health care or medical facility, or any government agency, insurer, financial institution or other person who has knowledge of your **Information**. We may also obtain a personal investigation report. If you speak to us by phone, we may record and monitor the discussions for our mutual protection, deliver appropriate customer service and to confirm what we have discussed. You authorize those sources to give us the **Information**.

We limit collection, use and disclosure to **Information** to that which we require to determine that you are eligible for coverage, to administer this insurance product and our relationship with you, investigate and adjudicate claims made by you, and assist us in assessing and managing the risks of this insurance. If necessary for these purposes, we may disclose your **Information** to health care professionals and facilities, government agencies, insurers, financial institutions or other persons who have knowledge of your **Information** so that they can appropriately answer questions that we ask.

We may also disclose Information:

- a. with your consent;
- b. where permitted by law;
- c. in response to a court order or other legal or regulatory process compelling disclosure;
- d. to any person or organization to detect or combat fraud or other criminal acts or settle any actual or potential related loss or damage;
- e. to protect our assets;

- f. to collect any monies owing by you to us; or
- g. to enforce your obligations to us.

By accepting the insurance, you consent to the collection, use and disclosure of the Information set out above. You have the right to withdraw your consent at any time which you can do by calling the **Broker** at 1-877-833-1419. We will explain the consequences of the withdrawal of consent, which may include cancellation of the insurance.

You consent to receiving commercial communications from the Broker by e-mail and other forms of electronic communication. These messages would include newsletters and surveys as well as information, offers, and promotions regarding its products and services or those of others that the Broker believes you might be interested in. You may withdraw your consent to receiving electronic communications from the Broker at any time by contacting the Broker at 1333 Dorval Drive, Suite 102, Oakville, ON L6M 4G2 or by telephone at 1-833-963-4613 or by email at unsubscribe@insuranceinsight.ca.

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