

Fairstone™ Your Insurance Certificate for Secured Personal Loan

**Your Optional Creditor Life Insurance is underwritten and issued by:
American Health and Life Insurance Company
in the course of its insurance business in Canada**

**Your Optional Creditor Disability and Job Loss Insurance is underwritten and issued by:
Triton Insurance Company in the course of its insurance business in Canada**

1420 - 380 Wellington Street, London, Ontario N6A 5B5
Toll free 1-800-285-8623

The Life Insurance Group Policy No. 20200003
The Disability Insurance Group Policy No. 20200004
The Job Loss Insurance Group Policy No. 20200004

DETAILS OF YOUR LOAN

Creditor's Name	Creditor's Branch Number	Loan Account Number	
Original Loan Amount	Original Monthly Loan Payment (Principal & Interest)	Loan Term	Final Loan Payment Due Date
\$	\$	Months	

SCHEDULE OF BENEFITS

Insured Borrower's Name:		Insured Co-Borrower's Name:							
Borrower's Age:		Co-Borrower's Age:							
Borrower's Date of Birth:		Co-Borrower's Date of Birth:							
Effective Date:					Expiration Date:				
Total Monthly Premium Insurance Amount \$ (if applicable, including taxes of \$)									
Life Insurance:		Disability Insurance:				Job Loss Insurance:			
Life Insurance Premium:		Disability Insurance Premium:				Job Loss Insurance Premium:			
\$		\$				\$			
Initial Amount of Life Insurance	Maximum Amount of Life Insurance	Monthly Disability Benefit	Maximum Monthly Disability Benefit	Maximum Number of Monthly Disability Benefits Per Claim Period	Disability Waiting Period	Monthly Job Loss Benefit	Maximum Monthly Job Loss Benefit	Maximum Number of Monthly Job Loss Benefits Per Claim Period	Job Loss Waiting Period
\$	{\$35,000.00} {\$65,000.00}	\$	\$2,000.00	12	30 Days	\$	\$2,000.00	12	30 Days
You must not reach age 71 before the Final Loan Payment Due Date to be eligible for the Life or Disability coverage									

If You Change Your Mind

You have the right to cancel this coverage in writing at any time. If You cancel within the first 30 days after Your Insurance Effective Date You will receive a full credit to Your account of the premium charged. If You do so, You will not be able to buy any future insurance coverage for the loan with the original Loan Account Number shown above or for any renewal of a loan with the Creditor without completing a new insurance application.

For more detailed information contact:
American Health and Life Insurance Company and Triton Insurance Company
1420 - 380 Wellington Street, London, Ontario N6A 5B5
Toll free 1-800-285-8623

READ YOUR CERTIFICATE CAREFULLY. IT IS A LEGAL CONTRACT BETWEEN THE COMPANY AND YOU.

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The details of the insurance you have chosen are set out below. You should review this information carefully so that You understand the terms and conditions of Your coverage.

A - Some Important Definitions

In this Insurance Certificate, the following definitions apply:

Accidental Injury

Means accidental bodily injury sustained by You after the Effective Date and which causes Your Total Disability.

Balance Owing

The balance owed on Your Loan payment due date prior to the date of Your death plus interest earned from the last payment date to the date of death. Balance Owing does NOT include unearned interest or add-on fees such as payout or penalty fees.

Claim Period

Means each separate period of Total Disability or Job Loss for one cause for which benefits are payable as described in the What We Will Pay Section D.2.2 and D.3.2.

Creditor

The Creditor whose name is shown on the first page of this insurance certificate. The Creditor is the Group Policy Holder.

Creditor Insurance Premiums:

The monthly premium for all Creditor insurance coverage(s) in force on this Loan.

Current Monthly Payment

Your regularly scheduled monthly payment obligation due the Creditor on the next payment due date for Your loan with the Loan Account Number shown in the Details of Your Loan section. This payment will include credit insurance premiums, principal and interest, but not late fees and penalties.

Effective Date

The date Your insurance begins as shown in the Schedule of Benefits.

Expiration Date

The date Your insurance is scheduled to end as shown in the Schedule of Benefits.

Insured Outstanding Balance

The lesser of the Balance Owing or the Maximum Amount of Life Insurance shown in the Schedule of Benefits.

Job Loss

If You involuntarily lose Your Principal Job while this coverage is in effect for any one of the following reasons:

- lay-off – meaning Your employer suspends Your employment for a non-seasonal layoff;
- lockout – meaning Your employer temporarily closes Your place of employment without formally ending its employment relationship with You and other employees; or
- employer termination – meaning Your employer ends its employment relationship with You.

Loan

Your Loan Account with the Creditor shown on the first page of this insurance certificate.

Pre-existing Condition

An illness, disease or physical condition for which medical diagnosis, advice, consultation or treatment was required or recommended within the 6-month period immediately preceding the Effective Date and which causes Your Total Disability within 6 months after the Effective Date.

Principal Job

A job where You are working for salary or wages at least 120 hours per month for one employer.

Seasonal Worker

An applicant whose income was verified by the Creditor utilizing one of the approved methods for Seasonal Workers.

Sickness

Illness or disease which begins after the Effective Date and which causes Your Total Disability.

Total Disability/Totally Disabled

A disability caused by an Accidental Injury or by Sickness which continues uninterrupted for 30 or more consecutive days and causes You to be unable to perform any duties of Your Principal Job. If You are a Seasonal Worker, the disability would cause You to be unable to perform any duties of Your seasonal employment.

You and Your

Refers to the Insured Borrower, and, if there is one, the Insured Co-Borrower, as named in the Schedule of Benefits, and for which a premium has been paid. Single Coverage shown in the Schedule of Benefits for any of the coverages available applies only to the Insured Borrower, not the Co-Borrower.

Waiting Period

The number of days shown in the Schedule of Benefits that You must remain Totally Disabled to be eligible for Disability benefits, or involuntarily unemployed to be eligible for Job Loss benefits.

We, Us and Our

Refers to American Health and Life Insurance Company or Triton Insurance Company.

B – When You Are Eligible For Insurance:

You are eligible for Life Insurance if:

- You have a Loan,
- You will not reach age 71 before the Final Loan Payment Due Date; and
- You meet the Health Eligibility requirements that may be shown on the Application.

You are eligible for Disability Insurance if:

- You have a Loan,
- You are working at Your Principal Job on the Effective Date; or if a Seasonal Worker, Your income was verified by the Creditor utilizing one of the approved methods for Seasonal Workers,
- You will not reach age 71 before the Final Loan Payment Due Date; and
- You meet the Health Eligibility requirements that may be shown on the Application.

You are eligible for Job Loss Insurance if:

- You have a Loan,
- You have Disability Insurance on Your Loan (applies to Quebec residents only),
- You have been working at Your Principal Job on the Effective Date for the last 90 days,
- You have been paying Employment Insurance (EI) premiums, if working in Canada; and
- You are not self-employed, seasonally employed, or an active member of the military.

C – When You Are Covered

C1 When Your Insurance Begins

Your insurance begins on the Effective Date shown in the Schedule of Benefits.

C2 When Your Coverage Ends

The term of Your insurance is the same as the term of Your Loan for the Loan Account Number shown in the Details of Your Loan section, but shall not exceed 120 months. Otherwise, Your insurance will end on the earliest of the following dates:

- the date Your loan is refinanced or paid in full;
- the date the collateral given as security for the loan is repossessed;
- the date Your loan is charged off by the Creditor or is required to be charged off by law;
- the Final Loan Payment Due Date as shown in the Details of Your Loan section of this Insurance Certificate;
- the Expiration Date as shown in the Schedule of Benefits;
- the date of a written cancellation request from You;
- the date the Group Policy is terminated;
- the payment due date immediately following when the Creditor notifies Us that You are in default on the Loan Account Number shown under the Details of Your Loan section of this Insurance Certificate;
- the payment due date immediately following when the Creditor requests cancellation of the Insurance Certificate due to Your non-payment of premium. The Creditor will give You written notice 30 days prior to the requested effective date of cancellation;
- For Job Loss, the date the Disability Insurance on Your Loan ends (applies to Quebec residents only);
- For Life and Disability, the date You reach your 71st birthday; or
- the date You die.

We have the option to terminate Your insurance if Your Loan is transferred to another creditor. If We choose to terminate Your insurance in this situation, We will provide You with a written notice 30 days prior to the termination date.

D – Benefits Provided By This Insurance Certificate

D1 LIFE INSURANCE

D1.1 Who is Covered

You have Life Insurance coverage if a premium for Life Insurance is shown on the Schedule of Benefits section of this Insurance Certificate, and the premium is paid when due. If You have single coverage, only the Insured Borrower is covered. If You have joint coverage, both the Insured Borrower and the Insured Co-Borrower are covered.

D1.2 What We Will Pay

If You die while this coverage is in effect, We will pay an amount equal to the Insured Outstanding Balance on Your Loan at the time of death, but our payment will not exceed the Initial Amount of Life Insurance shown in the Schedule of Benefits section of this Insurance Certificate.

If both the Borrower and the Co-Borrower are insured and die at the same time, and We determine a benefit is payable, We will make a payment for one Insured Borrower only.

The Initial Amount of Life Insurance is the lesser of the Original Loan Amount or the Maximum Amount of Life Insurance shown in the Schedule of Benefits.

D1.3 What Is Not Covered (Exclusions)

If either of You commit suicide within one year after the Effective Date, whether sane or insane, We will not make a payment. Instead, We will cancel Your Life Insurance and refund the Life Insurance premiums You have paid.

D2 DISABILITY INSURANCE

D2.1 Who is Covered

You have Disability Insurance coverage if a premium for Disability Insurance is shown on the Schedule of Benefits section of this Insurance Certificate, and the premium is paid when due. Disability Insurance is only available for the Insured Borrower. The Co-Borrower is not eligible for Disability Insurance.

D2.2 What We Will Pay

We will pay a benefit for each day of Total Disability beginning with the first day of Total Disability if You become Totally Disabled while this coverage is in force. We will pay after You have been Totally Disabled for 30 consecutive days. We will pay the Current Monthly Payments for any one Total Disability, subject to the Maximum Monthly Disability Benefit amount and the Maximum Number of Monthly Disability Benefits per Claim Period as shown on the Schedule of Benefits.

Daily benefits will be calculated at 1/30th of the lesser of Your Current Monthly Payment or the Maximum Monthly Disability Benefit shown in the Schedule of Benefits.

If You become Totally Disabled again from the same or a related cause, within 180 days after a Claim Period ends:

- We will consider Your Total Disability to be the same Total Disability, and
- the Waiting Period does not need to be satisfied.
- You will remain eligible for the Maximum Number of Monthly Benefits shown on the Schedule of Benefits minus the number of Monthly Benefits paid during the prior Claim Period.

If You become Totally Disabled from the same or a related cause 180 or more days after a Claim Period ends, You are eligible for the Maximum Number of Monthly Benefits under a new Claim Period from the same cause if You:

- returned to work at any time after the previous Claim Period ended, and
- complete 180 consecutive days of full-time employment, and
- the Waiting Period has been met for this new Claim Period.

Seasonal workers must be released for work by a Physician and must remain employed for 180 consecutive days.

If You are Totally Disabled for a separate cause during a Claim Period, a new Claim Period will commence for the second Total Disability, provided:

- the first Claim Period has ended, and
- You have met the Waiting Period shown in the Schedule of Benefits, and
- We have received proof of Your continued Total Disability for the new cause.

If Your Current Monthly Payment for any time You are Totally Disabled, and receiving Disability Insurance benefit payments, exceeds the Maximum Monthly Disability Benefit shown in the Schedule of Benefits, You will be responsible for the difference.

Benefit payments will end on the earlier of:

- (i) the date You are no longer Totally Disabled;
- (ii) the date We have paid the Maximum Number of Disability Benefits for the Claim Period as shown in the Schedule of Benefits;
- (iii) the Expiration Date as shown on the Schedule of Benefits; or
- (iv) When Your Coverage Ends as shown in section C2.

D2.3 When Payments Start

Disability benefit payments will be made to the Creditor after You have been Totally Disabled for the number of days in the Disability Waiting Period as shown in the Schedule of Benefits, and after We receive proof of Total Disability.

D2.4 What Is Not Covered (Exclusions and Limitations)

We will not pay a benefit if Your Total Disability is the result of any of the following:

- normal pregnancy;
- an Accidental Injury You suffer or Sickness You contracted outside of Canada or the United States of America;
- a Pre-existing Condition;
- an act of war, whether or not war has been declared; or
- an intentional self-inflicted injury.

We will not pay benefits if Your Total Disability does not require regular treatment by a qualified physician. A physician cannot be yourself, the Co-Borrower or a member of Your immediate family.

We will not pay benefits if You are not Totally Disabled.

D2.5 Proof Of Disability

You must give Us proof of Your on-going Total Disability in the form We require and as often as We ask for it.

D3 INVOLUNTARY JOB LOSS INSURANCE

D3.1 Who is Covered

You have Job Loss Insurance coverage if a premium for Job Loss Insurance is shown on the Schedule of Benefits section of this Insurance Certificate, and the premium is paid when due. Job Loss Insurance is only available for the Insured Borrower. The Co-Borrower is not eligible for Job Loss Insurance.

D3.2 What We Will Pay

We will pay a benefit for each day of Job Loss beginning with the first day of Job Loss. We will pay after You have been involuntarily unemployed for 30 consecutive days. We will pay the Current Monthly Payments for any one Job Loss, subject to the Maximum Monthly Job Loss Benefit amount and the Maximum Number of Monthly Job Loss Benefits per Claim Period as shown on the Schedule of Benefits.

- Daily Benefits will be calculated at 1/30th of the lesser of Your Current Monthly Payment or the Maximum Monthly Job Loss Benefit shown in the Schedule of Benefits.

A Claim Period will be considered separate from another Claim Period, if the two are separated by 180 days of full-time work.

Upon Your return to work:

- For a period of less than or equal to 180 consecutive days after a claim, You remain eligible for the Maximum Number of Monthly Job Loss Benefits per Claim Period shown in the Schedule of Benefits minus the number of benefits previously paid, and no new Waiting Period will be applied to the subsequent Job Loss claim.
- For a period greater than 180 consecutive days after a claim, You will be eligible for the Maximum Number of Monthly Job Loss Benefits per Claim Period shown in the Schedule of Benefits, and a new Waiting Period will be applied to the subsequent Job Loss claim.

If Your Current Monthly Payment for any time You are involuntarily unemployed, and receiving Job Loss Insurance benefit payments, exceeds the Maximum Monthly Job Loss Benefit shown in the Schedule of Benefits, You will be responsible for the difference.

Benefit payments will end on the earlier of:

- (i) the date You return to work;
- (ii) the date We have paid the Maximum Number of Job Loss Benefits for the Claim Period as shown in the Schedule of Benefits;
- (iii) the Expiration Date as shown on the Schedule of Benefits; or
- (iv) When Your Coverage Ends as shown in section C2.

D3.3 When Payments Start

Your Job Loss benefit payments start after You have been involuntarily unemployed for the number of days as shown in the Job Loss Waiting Period of the Schedule of Benefits, and We receive proof satisfactory to Us of Your Job Loss.

D3.4 What Is Not Covered (Exclusions and Limitations)

We will not pay a benefit if You:

- are laid off due to a normal and routine shut-down as determined by Your occupation or place of employment and the shut-down is an annual or regularly-scheduled event after which You expect to be rehired;
- were aware on, or prior to, the Effective Date that You would lose Your job;
- quit, take a voluntary leave of absence, retire or take an early retirement option;
- lose Your job due to the expiration of a specified period of work or the completion of work where You are employed under a contract;
- lose Your job due to an Accidental Injury or a Sickness;
- lose Your job due to the use of alcohol, narcotics or drugs;
- lose Your job; because You have either (i) broken a rule of action established by Your employer, (ii) committed an act prohibited by Your employer, or (iii) purposely failed to do Your job duties as required by Your employer;
- lose Your job due to criminal misconduct;
- are out on strike or lose Your job because You were on strike;
- are seasonally employed;
- lose Your job within 45 days of the Effective Date, unless this insurance replaces previous coverage due to the renewal or refinancing of Your loan with the same Creditor and You have been insured for Job Loss Insurance coverage under the Group Policy without interruption; or
- lose your job while working outside of Canada or in the United States of America.

D3.5 To Make A Claim

To make a claim, You must:

- lose Your Principal Job; and
- be out of work from Your Principal Job for the number of days in the Job Loss Waiting Period shown in the Schedule of Benefits; and
- file, qualify for and receive regular benefits under the Canadian Employment Insurance Act and regulations or in the state unemployment agency of a U.S. state until such benefits are exhausted; and
- register with and seek work through Your Canada Human Resources Centre, equivalent Provincial Centre or an independent employment agency within 15 days after the date Your Job Loss begins and remain registered while You are receiving Job Loss benefits from Us.

In addition to sending Us the claim forms, You must also give Us:

- Your Employment Insurance (EI) benefit statement or the benefit statement from the state unemployment agency in the U.S.; and

- Verification, from Your former employer, Canada Human Resources Centre, equivalent Provincial Centre or an independent employment agency or the state unemployment agency of a U.S. state, of the statements You made in your claim; and
- written proof that Your Job Loss continues when and as often as We ask for it.

E – Information About This Insurance Certificate

E1 Misstating Your Age

If You provided Us with an incorrect age at the time of application for this insurance, and You will have reached age 71 before the Final Loan Payment Due Date, no insurance will be effective for Life or Disability under this Certificate.

If no claim has been paid this insurance certificate is voided and, We will refund to the Creditor any premiums You have paid.

E2 Making A Claim

Notice of claim: You should notify Us of a claim within 60 days after the date of death, after the date Your Total Disability begins or after the date Your Job Loss begins or as soon as reasonably possible.

We may not pay Your claim if You make a claim later than 3 years after the date of death or the date Your Total Disability or Job Loss begins.

Claim forms: We will provide You with the forms necessary to file a claim within 15 days after You notify Us.

To whom We will make Our payments: We will pay any insurance benefits to the Creditor. The benefits paid will be applied as payments on Your Loan or, in case of Life Insurance, to reduce the Insured Outstanding Balance of Your Loan.

The Creditor may not act on Our behalf to settle any claim.

All benefit payments are made in Canadian dollars.

This Certificate contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

If You have questions, You may contact Your branch, notify Us in writing, or call Us.

E3 Legal Actions

Quebec:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in The Civil Code of Quebec.

All Other Provinces:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the applicable provincial legislation: In Alberta - *Insurance Act*; In British Columbia, New Brunswick, Nova Scotia, Prince Edward Island, Yukon, Northwest Territories and Nunavut - *Insurance Act*; In Manitoba – *The Insurance Act*; In Ontario – *Limitations Act of 2002*; In Saskatchewan and Newfoundland – *The Limitations Act*.

E4 Contesting Your Coverage

We may not contest Your coverage as the result of any statement signed by You for this insurance, after the coverage has been in effect for 2 years, except in cases of fraud.

E5 Our Rights Under This Insurance Certificate

Your coverage is subject to the terms and conditions described in this insurance certificate. We may choose not to apply any of the conditions or rights We have under this insurance certificate. If We do so, it will not prevent Us from applying them in the future. Also, it will not affect in any way, any other conditions or rights to which We are entitled.

The terms of this Insurance Certificate may be changed by Us by an endorsement or an amendment to the Group Policy which is agreed to in writing by the Creditor and which will become effective 30 days after written notice is provided to You.

E6 Your Rights Under This Insurance Certificate

You have the right to obtain copies of Your application and any written statement or other record, not otherwise part of the application, provided to Us as evidence of Your insurability.

You also have the right to access the non-confidential parts of the Group Policies referenced at the start of this certificate.

E7 Premiums

Premiums will be paid by the Creditor each month on Your behalf and will be collected from You in accordance with the terms of the Loan Account agreement. The rate of premium charged by the Creditor for this insurance may not legally exceed that paid by the Creditor to Us, on Your behalf. If We change the premium rates and such change results in an increase then We will give You written notice (1) at least 30 days in advance; and

(2) setting forth the revised rates and the effective date. Any such notice should be attached to this Certificate of Insurance. Any increase in rates will not be retroactive.

E8 Assignment

Our written consent must be obtained before the interest of the Creditor and/or Debtor in the: (a) Group Policy; (b) Certificate of Insurance; (c) or any part thereof, is assignable. Our liability under the Group Policy and/or this Certificate of Insurance shall immediately cease in the event of transfer or assignment of such interest without Our consent.

E9 If You Decide To Cancel Your Coverage

You have the right to cancel this coverage in writing at any time. If You cancel the coverage within 30 days after the Insurance Effective Date, You will receive a full credit to Your account for the premium charged. Any premium paid beyond the effective date of cancellation of this insurance will be credited to Your account.

If You cancel Your coverage, You will not be able to buy any future insurance coverage for Your loan with the Loan Account Number shown in the Details of Your Loan section, or for any renewal of Your loan with the Creditor without completing a new insurance application.

F How To Reach Us

Customer Inquiries

Customer satisfaction is important to Us. If You have any questions regarding Your insurance or Our policies and procedures, please contact:

American Health and Life Insurance Company and Triton Insurance Company
1420 - 380 Wellington Street
London, Ontario
N6A 5B5

Toll free 1-800-285-8623

Website: <https://www.tritoninsurancecompany.ca/> or <https://www.americanhealthandlife.ca/>

If We are unable to resolve Your questions to Your satisfaction, You have the right to contact the OmbudService for Life and Health Insurance toll free at 1-888-295-8112.



David Torrence
Chief Agent for Canada

Ce document est disponible en français sur demande