

# CERTIFICATE OF INSURANCE

Certificate Number <<CERTNO>>

Under Group Policy SP491

<<FNAME LNAME>>

## ACCIDENT INSURANCE PLAN

This Certificate is subject in all respects to the terms and conditions of the Group Policy. The Certificate will govern any matter requiring determination under the Group Policy. It supersedes any previously issued Certificate under the Group Policy.

Signed for The Manufacturers Life Insurance Company at Toronto, Ontario by:



Roy Gori

President and Chief Executive Officer

## **30-DAY SATISFACTION GUARANTEE**

The Insured Person may, within thirty (30) days after receiving this Certificate, return it to the address below for cancellation. The rights of any beneficiary under this Certificate are subject to this right of cancellation.

### **THE MANUFACTURERS LIFE INSURANCE COMPANY**

Affinity Markets  
P.O. Box 670, Stn. Waterloo  
Waterloo, Ontario  
N2J 4B8

#### **For general information or claim forms:**

Visit our Website at: [manulife.ca](http://manulife.ca)  
E-mail address: [am\\_service@manulife.ca](mailto:am_service@manulife.ca)  
Call toll-free: 1-866-693-7081

## ACCIDENT INSURANCE PLAN

### SCHEDULE PAGE

#### BASIC PLAN

Amount of Insurance	Effective Date of Coverage	Termination Date
\$2,000	<<coverage date>>	5 Years from the Effective Date of Coverage

# ACCIDENT INSURANCE PLAN

## DEFINITIONS

**Accident** means an unintentional, sudden, fortuitous and unforeseeable event due exclusively to an external violent cause inflicting, directly and independently of other causes, death.

**Amount of Insurance** is as shown on the Schedule Page. The Amount of Insurance for the Basic Plan is \$2,000.

**Certificate of Insurance** (Certificate) means this Certificate of Insurance under Group Policy SP491.

**Effective Date of Coverage** means:

For the Basic Plan, the date We approve the application for insurance.

**Group Policy** means Group Master Policy SP491 issued to Fairstone Bank of Canada by The Manufacturers Life Insurance Company, and any associated amendments made to it, with an effective date of July 1, 2021 (Group Policy Effective Date).

**Group Policy Anniversary** means July 1 of each year following the Group Policy Effective Date.

**Insured Person** means a person who:

- a) has applied for the insurance hereunder and the application for insurance has been approved by Us;
- b) at the time of application was:
  - i) a cardholder of a Walmart Rewards Mastercard credit card, Walmart Rewards World Mastercard credit card or any other payment card that Fairstone Bank of Canada may designate from time to time, as applicable, issued by Fairstone Bank of Canada
  - ii) between ages eighteen (18) and seventy (70) years inclusive; and
  - iii) a resident in Canada.

**Office** is Our Office at the address shown on page 2 of this Certificate.

**We, Us and Our** means The Manufacturers Life Insurance Company (Manulife).

## BENEFITS

Subject to the provisions of this Certificate, We will pay benefits as follows:

### BASIC PLAN

We will pay a one-time lump sum death benefit of \$2,000 to the beneficiary when We receive at Our Office proof reasonably satisfactory to Us, that the death of the Insured Person occurred while the Basic Plan was in force, was due to an Accident and that the death occurred within 365 days of the Accident. This benefit applies only to the Insured Person and is in force for five (5) years from the Effective Date of Coverage.

## EXCLUSIONS AND LIMITATIONS FOR ACCIDENTAL DEATH

### Exclusions (Risks not covered)

We will not pay Accident Benefits if the Insured Person's death results directly from any of the following:

- a) **Pre-existing condition** – an Accident that occurred before the Effective Date of Coverage;
- b) **Disease** – disease of any kind unless disease occurs as a direct result of an Accident;
- c) **Non-visible Injury** – an Injury that has no visible wound or contusion except for an Injury caused by involuntary asphyxiation or involuntary ingestion of a foreign object (loss of sight or hearing is covered according to the Benefit Schedule);
- d) **Medical or surgical complications** – medical or surgical complications arising from medical or surgical treatment except for complications which may arise from medical or surgical treatment when required as a direct result of an Accident;
- e) **Infection** – infection, unless the infection occurs as a direct result of an Accident;
- f) **Intoxication** – any death or Injury directly related to the ingestion of alcohol while the concentration of alcohol in the Insured Person's blood exceeds 80 milligrams of alcohol in 100 milliliters of blood;
- g) **Drugs or poison** – any voluntary inhalation of gas or ingestion of poison or toxic substances; any voluntary inhalation or ingestion of non-toxic substances, drugs, sedatives or narcotics, whether illicit or prescribed, in such quantity that they become toxic;
- h) **High risk activities** – participating in a contest of speed, scuba-diving, skydiving, parachuting, hang-gliding, rock or mountain climbing, bungee jumping, or a flight Accident except when travelling as a passenger on a commercially licensed airline;
- i) **Mental or nervous disorder** – neurosis, psychoneurosis, psychopathy, psychosis, mental or emotional disorder or disease of any kind;
- j) **Cosmetic surgery** – cosmetic treatment or cosmetic surgery, except when necessary due to Accident;
- k) **Criminal offence** – from or while committing or attempting to commit a criminal offence, or committing or provoking an assault;
- l) **Self-inflicted Injury** – suicide, attempted suicide, or self-inflicted Injury;
- m) **War, insurrection or terrorism** – declared or undeclared war, or any act of war, riot or insurrection or terror, or service in the armed forces of any country or international organization.

## CLAIMS

### Notice and Proof of Claim

In the event of death which may give rise to a claim under this Certificate, the Insured Person agent, guardian, or a beneficiary entitled to make a claim or his or her agent, must:

- a) Give written notice to Us by delivering such notice or sending it by registered mail to Our Office within 30 days of the date of the accidental death; and
- b) Provide Us with such proof of claim as is reasonably possible in the circumstance within 90 days of the date of the accidental death.

### Failure to Give Notice or Proof of Claim

If the Insured Person's agent or beneficiary entitled to make a claim fails to give notice of claim or provide proof of claim within the prescribed time, such failure to give notice or provide proof shall not invalidate the claim if:

- a) The notice or proof is given or provided as soon as reasonably possible and within 365 days of the date of the Accident; or
- b) It is shown that it was not reasonably possible to give notice or provide proof within the prescribed time.

## Claim Forms

Upon receipt of a written notice of claim, We will provide the claimant with such forms as We usually provide for filing proof of loss. If We do not provide such forms within 15 days after We have received notice of a claim, the claimant will be deemed to have complied with the requirement of this Certificate as to proof of loss if the claimant submits, within the time period prescribed above under the heading *Notice and Proof of Claims*, written proof covering the occurrence, the character and the extent of the loss for which the claim is made.

## Payment of Claims

We will notify the claimant in writing whether the claim is payable within thirty (30) days following receipt of the proof of loss. If a claim is denied, the notification letter will include details outlining the reason for the denial, along with details on how to appeal a claim decision.

Claims will be payable within thirty (30) days upon receipt of proof of loss satisfactory to Us.

## TERMINATION

The Insured Person's coverage will terminate on the earliest of:

- a) 5 Years from the Effective Date of Coverage for this Basic Plan;
- b) the date on which the Group Policy terminates;
- c) the date the Insured Person ceases to reside in Canada;
- d) the date of death of the Insured Person.

## GENERAL PROVISIONS

### The Certificate of Insurance

The Certificate of Insurance consists of this Certificate and any documents attached to this Certificate.

This Certificate is subject to the terms and conditions of the Group Policy. If there is any conflict between the terms of the Certificate and the terms of the Group Policy, the terms of the Certificate will govern.

### How We Contact the Insured Person

All notices will be sent to the Insured Person's address as shown in Our files. It is the Insured Person's responsibility to advise Us of any change in the Insured Person's address.

### How To Contact Us

Please send documents to Our address shown on page 2 of this Certificate.

### Limitation Period

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, or other applicable legislation, or in the *Limitations Act, 2002* in Ontario.

### Rights of the Insured Person include:

- a) naming a beneficiary or beneficiaries;
- b) cancelling the Certificate of Insurance.

The Insured Person must follow the Certificate's terms and conditions when he or she exercises any of these rights. The Insured Person's rights may also be limited by any applicable laws.

## **Applicable Jurisdiction**

The contract shall be subject to the laws of the Canadian province or territory in which the Insured Person resided at the time of the application for insurance.

## **Insured Person**

All benefits, rights and privileges under this Certificate belong to the Insured Person.

## **No Assignment**

The insurance coverage evidenced by this Certificate may not be assigned.

## **Beneficiary**

The right of any person to designate persons to whom or for whose benefit insurance money is to be payable is restricted to money payable in the event of death.

In the event of the Accidental death of the Insured Person, the Insured Person's beneficiary is the person designated by the Insured Person whose name has been filed with Us to receive amounts payable, after We receive satisfactory proof of claim. If the Insured Person has not filed any such designation, the beneficiary in the event of the Insured Person's death will be the Insured Person's estate.

## **Non-Participating**

This Certificate is not eligible to share in Our divisible surplus. This Certificate does not have any cash value and is not eligible for dividends.

## **Non-Waiver**

If We waive or fail to insist on performance of any of the provisions of this Certificate, that will not be construed as a waiver of any subsequent breach or failure to perform regarding the same provision. If We consent to or approve any act by the Insured Person, that will not be construed as a consent to or approval of any subsequent similar act by the Insured Person.

## **Right to obtain copies of documents**

On request, We will furnish to an Insured Person or their beneficiaries and agent a copy of any written documentation We have in our possession or control related to the Insured Person's coverages under the Certificate, subject to applicable law.

## **Privacy**

We are committed to protecting privacy and the confidentiality of the Insured Person's personal information. We will collect, use, and disclose personal information only for the purposes of administering the coverages in this Certificate and in accordance with applicable law.