

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

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

**440.** A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation, stating that the client may cancel the insurance contract within 10 days of signing it.

**441.** A client may cancel an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

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

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

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

fold line

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

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

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

fold line



**Name of the Insurance Product:**  
**Amex® Account Protector Ultimate**

**Type of Insurance Product:**  
**Optional group credit insurance providing coverage for Life, Dismemberment, Accidental Death, Critical Illness, Involuntary Unemployment, Loss of Self-Employment Income, Disability Requiring Hospitalization and Total Disability with Positive Life Events**

**Insurer's Contact Information:**  
American Bankers Life Assurance  
Company of Florida  
American Bankers Insurance Company of Florida

P.O. Box 7200  
Kingston, Ontario  
K7L 5V5

Telephone: 1-800-708-0807  
Fax: 1-800-244-3980

#### **DISTRIBUTOR'S CONTACT INFORMATION:**



**Amex Bank of Canada**  
2225 Sheppard Avenue East,  
Suite 100  
Toronto, Ontario M2J 5C2  
1-800-869-3016

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

The Autorité des marchés financiers does not express an opinion on the quality of the product offered in this guide. The insurer alone is responsible for any discrepancies between the wording of the guide and the policy.

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## Introduction

The purpose of this distribution guide is to describe Amex Account Protector Ultimate, a group credit insurance product offered with American Express® credit cards, in a way that is easy for you to understand. In addition, the information set out in this distribution guide is intended to allow you to determine whether this optional insurance product meets your needs, without having an insurance agent present.

We encourage you to read this guide closely, especially page 14, which explains **exclusions, restrictions and reductions in coverage**. The **submission of a claim procedure** is also explained on page 18.

## Definitions

In this distribution guide, the words *in italics* are defined as follows:

**Accidental Death** means death through accidental means sustained directly and independently of all other causes occurring within 100 days of the accident causing such death.

**Account** means *Your American Express® Credit Card Account*.

**Cardmember** refers to the person in whose name an American Express Credit Card *Account* has been established.

**Creditor** means Amex Bank of Canada, to whom the debt is owed.

**Critical Illness** means heart attack, stroke, cancer, and coronary artery disease (refers only to bypass surgery).

**Date of Loss** means:

- the date of *Your or Your Spouse's* death;
- the date of the accident resulting in *Your or Your Spouse's Dismemberment*;
- the date of the accident resulting in *Your or Your Spouse's* death;
- the date of *Your or Your Spouse's* initial

- diagnosis of a covered *Critical Illness*;
- the date of *Your Involuntary Unemployment*;
- the date of closure of *Your* business for financial reasons;
- the date of *Your Hospitalization*; **or**
- the date of *Your or Your Spouse's Total Disability*.

***Dismemberment*** means the total and irrecoverable loss of sight in both eyes, or a hand or foot by complete severance through or above the wrist or ankle joint. The *Dismemberment* must occur within 100 days of the accident.

***Effective Date*** means the date *You* are enrolled for coverage by Amex Bank of Canada, as shown on the *Welcome Letter* that accompanies the certificate of insurance.

***Employer*** means the person or entity by which *You* are *Employed* and does not include *You* or any person or entity controlled by *You*.

***Employment/Employed*** means

- For Involuntary Unemployment coverage: *You* perform the regular duties of *Your* occupation for salary or wages at least 25 hours per week with a single *Employer* for at least three consecutive months.
- For Total Disability coverage: *You* or *Your Spouse* perform the regular duties of *Your* or *Your Spouse's* occupation (including self-employment) for salary or wages for at least 25 hours per week.

***Group Member*** refers to an eligible *Cardmember* who has:

- applied for enrollment in this optional Amex Account Protector Ultimate program;
- received a certificate of insurance; **and**
- been approved for coverage under the group master policies.

*Group Member* may also be referred to as "***You***" and "***Your***".

***Hospitalized/Hospitalization*** means, due to an accidental bodily injury or sickness, confinement in a legally constituted accredited

hospital which provides 24 hour nursing care by registered nurses, organized facilities for diagnosis and major surgical procedures, operates primarily for the care and treatment of sick and injured persons, maintains x-ray equipment and operating room facilities and is under the medical supervision of a licensed physician.

**Installment Program** means Amex Bank of Canada's *Installment Program*.

**Lump Sum Payment** means the lesser of:

- (a) the total amount owing on *Your Account* as of the *Date of Loss*, including any amounts owing from *Your* participation in the *Installment Program*; and
- (b) the *Maximum Amount of Insurance* as outlined in the Summary.

**Monthly Payment** means the sum of:

- (a) the greater of \$10 or 5% of the amount owing on *Your Account* as of the *Date of Loss*, not including any amount owing from *Your* participation in the *Installment Program*, to a maximum of \$1,000; and
- (b) *Your* monthly installment payment obligation from *Your* participation in the *Installment Program* as of the *Date of Loss*.

**Outstanding Balance** means the total amount owing on *Your Account* as of the *Statement Date*, comprised of the new balance plus any new installment balance from *Your* participation in the *Installment Program* as indicated on *Your* statement.

**Involuntary Unemployment/Involuntarily Unemployed** means *Your Employment* stops or is suspended as a result of:

- layoff which means a temporary or permanent suspension of *Your Employment* by an action of *Your Employer*;
- strike, lockout or labour dispute; **or**
- *Employment* termination which means a complete end of *Your Employment* by action of *Your Employer*.

**Maximum Amount of Insurance:** \$20,000.

**Positive Life Event** means:

- *Your* retirement from *Your* principal occupation (lifetime limit of one payment);
- *Your* purchase of a home for use as a principal residence;
- *Your* child enters a post-secondary accredited college or university for the first time;
- *Your* marriage;
- *Your* child's marriage; **or**
- *Your* child's birth or the adoption of a new child.

**Pre-Existing Condition** means a disease or physical condition which creates a loss within the first 6 months of the *Effective Date* of the certificate of insurance that was diagnosed, or for which treatment was received, within the 6 months prior to the *Effective Date*.

**Spouse** means the person who is lawfully married to *You*, or the person who has been living with *You* for at least 6 consecutive months and is publicly represented as *Your Spouse*.

**Statement Date** means the last date of the statement period for which *Your Account* statement is produced.

**Totally Disabled/Total Disability** means *You* or *Your Spouse* are unable to perform the regular duties of *Your* or *Your Spouse's* occupation at the time of *Total Disability*.

**We, Us** and **Our** mean American Bankers Insurance Company of Florida and/or American Bankers Life Assurance Company of Florida, the the insurer of the specific coverage individually or the insurers collectively as applicable.

**Welcome Letter** means *Your* confirmation letter which is part of *Your* welcome package sent upon *Your* enrollment for coverage.

## Description of the Product Offered

### a) Nature of Coverage

This insurance product can protect *Your Account* balance while *You* are insured.

In the event of **loss of life, Dismemberment, Accidental Death, Critical Illness** or **Hospitalization**, We will pay a *Lump Sum Payment* on *Your Account*, up to a maximum of \$20,000.

In the event of **Involuntary Unemployment, Loss of Self-Employment Income** or **Total Disability** We will pay a monthly benefit on *Your Account*.

### b) Summary of Specific Features

#### Conditions of Eligibility

This group credit insurance coverage is limited to the *Cardmember* who:

- is at least 18 years of age and less than 70 years of age at the time of enrollment;
- and**
- is in debt to the *Creditor* under an *Account*.

There are no health questions and no medical exam required to determine eligibility at the time of enrollment. However, benefits may be limited if a *Pre-Existing Condition* exists (refer to the *Critical Illness* exclusions).

This insurance also provides benefits to *Your Spouse* as outlined in the “Amount of Protection and Conditions of Payment” section below. No additional premium is charged for *Your Spouse’s* coverage.

#### Amount of Protection and Conditions of Payment

If *You* have more than one *Account*, the total insurance provided under all *Your Accounts* cannot exceed \$20,000. We do not cover any credit card transaction(s) charged to the *Account* after the *Date of Loss*. Note: If *Your Account* balance as of the *Date of Loss* is zero there will be no claim payment.

Only one benefit is payable at a time. If *Your* loss could be eligible under more than one coverage, or if *You* and *Your Spouse* concurrently suffer a loss covered under the certificate of insurance, *Your* benefit is limited to the more generous one.

**(i) Life, Dismemberment, Accidental Death and Critical Illness Coverage**

To be entitled to a **Life** benefit, *You* or *Your Spouse* must:

- be less than 80 years of age; **and**
- have suffered a loss of life while insured.

To be entitled to a **Dismemberment** benefit, *You* or *Your Spouse* must have suffered a *Dismemberment* while insured.

To be entitled to an **Accidental Death** benefit, *You* or *Your Spouse* must:

- be 80 years of age or more; **and**
- have suffered a loss of life as a result of an accident while insured.

To be entitled to a **Critical Illness** benefit, *You* or *Your Spouse* must:

- be less than 70 years of age;
- be initially diagnosed with one of the following illnesses or conditions: heart attack, stroke, cancer, and coronary artery disease (refers only to bypass surgery) while insured; **and**
- survive the initial diagnosis for at least 30 days.

For **Life, Dismemberment, Accidental Death** and **Critical Illness** coverage, *We* will pay a *Lump Sum Payment on Your Account*, subject to the *Maximum Amount of Insurance*.

Once a **Life, Dismemberment, Accidental Death** or **Critical Illness** benefit has been paid, the certificate of insurance and all insurance coverage will end.



(ii) **Involuntary Unemployment, Loss of Self-Employment Income, Disability requiring Hospitalization and Total Disability Coverage with Positive Life Events**

**Involuntary Unemployment Coverage**

To be entitled to **Involuntary Unemployment** benefits, *You* must:

- become *Involuntarily Unemployed* while insured;
- remain involuntarily unemployed for more than 30 consecutive days; **and**
- have been performing the regular duties of *Your* occupation for:
  - salary or wages at least 25 hours per week with a single *Employer*; **and**
  - at least 3 consecutive months immediately prior to the *Date of Loss*.

*We* will pay a *Monthly Payment* for each month of involuntary unemployment until *Your* benefit ends as outlined below. The initial benefit payment will be made after 30 days of involuntary unemployment and will be paid retroactively from the *Date of Loss*.

The amount of *Your Monthly Payment* will remain the same during the entire benefit period unless *You* provide *Us* with additional information that would warrant adjustment.

**Lump Sum Payment**

If *You* remain involuntarily unemployed for a period of 90 consecutive days, *We* will pay a *Lump Sum Payment*, less any *Monthly Payments* paid, subject to the *Maximum Amount of Insurance* as outlined in the Summary.

*Your Monthly Payments* will continue to be made every 30 days, as long as *You* submit to *Us* satisfactory proof of *Your* continued involuntary unemployment.

*Your Monthly Payments* will end on the earliest of the following:

- *You* return to work;
- the *Lump Sum Payment* has been paid by *Us*; **or**

- the *Maximum Amount of Insurance* has been paid.

*Your* last benefit payment may be pro-rated based on the actual number of days that *You* were *Involuntarily Unemployed*.

*You* will be eligible for **Involuntary Unemployment** benefits again if *You* return to gainful *Employment* with a single *Employer* for at least 3 consecutive months.

### **Loss of Self-Employment Income Coverage**

To be entitled to **Loss of Self-Employment Income** benefits, *You* must:

- experience a period of unemployment due to the closure of *Your* business for financial reasons while insured;
- remain unemployed for more than 90 consecutive days; **and**
- have been self-employed 25 hours or more per week for:
  - an active business that had been registered or incorporated; **and**
  - a period of at least 36 consecutive months immediately prior to the *Date of Loss*.

*We* will pay a *Lump Sum Payment*.

*You* will be eligible for **Loss of Self-Employment Income** benefits again when *You* return to gainful self-employment for:

- a minimum of 25 hours per week; **and**
- a period of at least 36 consecutive months in an active registered or incorporated business.

### **Disability Requiring Hospitalization Coverage**

To be entitled to a **Disability Requiring Hospitalization** benefit, *You* must:

- become *Hospitalized* due to accidental bodily injury or sickness while insured; **and**
- remain *Hospitalized* for more than 24 hours.

We will pay a *Lump Sum Payment*.

The sum of all benefits paid under Disability Requiring Hospitalization coverage cannot exceed the *Maximum Amount of Insurance* as outlined in the Summary.

You will be eligible for a **Disability Requiring Hospitalization** benefit again if it is not considered a continuation of an earlier occurrence. *Your Hospitalization* is considered a continuation of an earlier one if:

- less than 30 days separates the 2 periods; **and**
- the 2 periods are the result of the same bodily injury or sickness.

### **Total Disability Coverage with Positive Life Events**

To be entitled to **Total Disability** benefits, *You* or *Your Spouse* must:

- become *Totally Disabled* as a result of accidental bodily injury or sickness while insured;
- remain *Totally Disabled* for more than 30 days;
- remain under the regular care of a licensed physician or surgeon (other than *Yourself*); **and**
- have been *Employed* immediately prior to the *Date of Loss*.

To be entitled to a **Positive Life Event** benefit, *You* must experience an eligible *Positive Life Event* while insured.

For each month of *Total Disability*, We will pay a *Monthly Payment* until *Your* benefit ends as outlined below. The initial benefit payment will be made after 30 days of *Total Disability* and will be paid retroactively from the *Date of Loss*.

For each *Positive Life Event*, We will pay a benefit amount equal to 2 *Monthly Payments*. We will only pay benefits for 2 *Positive Life Events* in any 12 month period.

The amount of *Your Monthly Payment* will

remain the same during the entire benefit period unless *You* provide *Us* with additional information that would warrant adjustment.

### **Lump Sum Payment**

If *You* or *Your Spouse* remain *Totally Disabled* for a period of 90 consecutive days, or at *Our* option at any time, *We* will pay a *Lump Sum Payment*, less any *Monthly Payments* paid, subject to the *Maximum Amount of Insurance*.

*Your Monthly Payments* will continue to be made every 30 days, as long as *You* or *Your Spouse* submit to *Us* satisfactory proof of continuing *Total Disability*. *Your Monthly Payments* will end on the earliest of the following:

- *You* or *Your Spouse* are no longer *Totally Disabled*;
- the *Lump Sum Payment* has been paid by *Us*; **or**
- the *Maximum Amount of Insurance* has been paid.

*Your* last benefit payment may be pro-rated based on the actual number of days that *You* were *Totally Disabled*.

*You* or *Your Spouse* will be eligible for **Total Disability** benefits again if *You* or *Your Spouse* have been *Employed* for a period of at least 30 consecutive days.

### **Beneficiary of the Insurance**

*We* will make all claim payments directly to the *Creditor*, Amex Bank of Canada, who will then credit the payments to *Your Account* to reduce or extinguish *Your Account* balance. All benefit payments are made in Canadian dollars.

*You* are responsible for the balance on *Your Account* at all times, regardless of whether *You* are receiving benefit payments. In addition, the certificate of insurance does not alter, in any way, *Your Account Cardmember* agreement with Amex Bank of Canada.

While *You* are receiving benefit payments, interest will continue to be charged on the outstanding amount of *Your Account*.

Premiums will continue to be charged to *Your Account* unless *Your* insurance coverage is cancelled. *You* may need to make payments to *Your Account* to cover these or other charges and minimize the amount of interest charged to *Your Account*.

### **Premium**

*Your* monthly insurance premium is calculated when *Your* monthly *Account* Statement is issued. *Your* monthly insurance premium is based on the current month's *Outstanding Balance* and calculated by applying the applicable monthly premium rate per \$100 as outlined in the Summary at the top of the first page of the certificate of insurance to the current month's *Outstanding Balance* on *Your Account* to a maximum of \$20,000, plus applicable taxes.

Premiums plus any applicable taxes will be:

- calculated when *Your Account's Outstanding Balance* is greater than zero;
- automatically charged to *Your Account* at the credit card *Statement Date*; **and**
- due with *Your Account* payment.

*Your* monthly premium rate is based on the level of applicable insurance coverage *You* are eligible for at a certain age. *Your* monthly premium rate will be reduced on the next *Statement Date* after *Your* 70<sup>th</sup> birthday.

If *Your* monthly premium rate increases, *You* will be given at least 30 days advance written notice.

## **Waiting Period**

There is no waiting period for the benefit payment in the event of **loss of life, Critical Illness** or **Dismemberment**.

There is a **30-day** waiting period for the **Involuntary Unemployment** and **Total Disability** coverage. This means that the initial benefit will be made after 30 days following the *Date of Loss* and will be paid retroactively from such date.

There is a **90-day** waiting period for the **Loss of Self-Employment Income** coverage. This means that the initial benefit will be made after 90 days following the *Date of Loss* and will be paid from such date.

There is a **24 hour** waiting period for **Disability Requiring Hospitalization** coverage. This means that benefits will be paid only if the *Hospitalization* lasts for more than **24 hours**.

## **Effective Date**

The *Effective Date* of insurance will be indicated on the *Welcome Letter* that accompanies the certificate of insurance.

## **Confirmation of Coverage**

The certificate of insurance is proof of all the protection provided by the group master policies as long as premium has been paid. *You* will receive a certificate of insurance within **30 days** of *Your* enrollment.

## **Renewal**

*You* don't have to renew this insurance. This insurance remains in effect until the date provided in the "End of the Insurance Coverage" section on page 16 of this distribution guide.

**c) Exclusions, Restrictions or Reductions in Coverage**

**CAUTION**

- A) We will not pay a benefit if a *Critical Illness* results from:**
- *Pre-Existing Condition*;
  - non-invasive cancers in situ, Kaposi's sarcoma, localized noninvasive tumors showing only early malignant changes, papillary cancer of the bladder, Stage 1 Hodgkin's Disease and any skin cancer other than malignant melanomas;
  - stage A prostate cancer; or
  - transient ischemic attacks.
- B) We will not pay an Involuntary Unemployment claim if *Your Involuntary Unemployment* is due to:**
- loss of self-employment;
  - loss of seasonal employment; or
  - loss of temporary, contract or part-time employment (less than 25 hours per week).
- C) We will not pay a Loss of Self-Employment Income claim if the Loss of Self-Employment Income is due to:**
- voluntary forfeiture of salary, wages or income;
  - closure of business due to willful misconduct or criminal misconduct; or
  - closure of business within 12 months of the *Effective Date* of *Your* coverage for any reason.
- D) We will not pay a Disability Requiring Hospitalization claim if the *Hospitalization* is in:**
- convalescent, nursing, rest, or skilled nursing facilities, or facilities that

**operate exclusively for the treatment of the mentally illness, aged, drug addiction, or alcoholism;**

- **a hospital outside Canada or the United States; or**

**If the *Hospitalization* is a result of:**

- **intentionally self-inflicted injury;**
- **pregnancy (other than complications thereof);**
- **commission of or the attempt to commit a criminal offence; or**
- **any cosmetic, beauty treatment or complications thereof, unless such treatment is directly attributable to physical illness, disease or injury.**

**If *You* misstate *Your* age and *Your* correct age would have made *You* ineligible for coverage, no claim will be paid and the premiums paid for any period of ineligibility will be refunded in full.**



#### **d) End of the Insurance Coverage**

All insurance coverage on *Your Account* automatically ends for *You* and *Your Spouse* when the first of the following conditions occur:

- one or more of the group master policies are terminated;
  - the next *Statement Date* after *We* receive *Your* request to end this insurance coverage;
  - the date *Your* credit privileges on *Your Account* are revoked;
  - the date *Your Account* is terminated;
  - the date of the *Group Member's* death;
- or**
- the date on which a Life, Dismemberment, Accidental Death or Critical Illness benefit is paid in respect of the certificate of insurance.

Please note *Your* insurance coverage remains in effect after benefits have been paid under an Involuntary Unemployment, Loss of Self-Employment Income, Disability requiring Hospitalization or Total Disability with Positive Life Events claim and premiums will continue to be charged to *Your Account* unless *Your* insurance coverage ends.

If any excess premium has been paid by *You*, *We* will promptly refund it to *Your Account*. No refund will be made if the amount is less than \$1.00.

No benefits will be paid under the certificate of insurance for a claim occurring after the insurance coverage has ended, unless otherwise specified or agreed.

The following coverages will terminate for *You* and *Your Spouse* on the next *Statement Date* after *Your 70<sup>th</sup>* birthday:

- Critical Illness;
- Involuntary Unemployment;
- Loss of Self-Employment Income;
- Disability Requiring Hospitalization; **and**
- Total Disability with Positive Life Events.

Life coverage will be converted to Accidental Death for *You* and *Your Spouse* on the next *Statement Date* after *Your* 80<sup>th</sup> birthday while Dismemberment coverage continues.

### **e) Cancellation**

#### **Cancellation in the first 30 days**

The *Act respecting the distribution of financial products and services* allows *You* to cancel, **without penalty**, an insurance contract within **10 days** of its signature. In the case of this program, *You* have the right to terminate *Your* insurance contract within **30 days** of receipt of *Your* certificate of insurance. To do so, *You* must send a notice of cancellation to *Us* at the address below by **registered mail**. *You* may use the attached model for this purpose. Also cancellation can be made by calling *Our* toll free number at 1-800-708-0807.

This cancellation takes effect as soon as *We* receive *Your* notice of cancellation.

The premium that has been charged to *Your Account* will be fully reimbursed on *Your Account*.

#### **Cancellation after the first 30 days**

*You* also have the right to terminate the insurance at any time, even after the initial **30 days**. To do so, *You* must send a notice of cancellation to *Us* at the address below by **registered mail**. *You* may use the attached model for this purpose. Also cancellation can be made by calling *Our* toll free number at 1-800-708-0807.

If a premium was paid in excess, it will be refunded to *Your Account*.

Send *Your* cancellation notice to *Us* at the address below or call the phone number below:

American Bankers Insurance  
Company of Florida/  
American Bankers Life Assurance  
Company of Florida  
P.O. Box 7200  
Kingston, Ontario K7L 5V5  
Telephone: 1-800-708-0807

## f) Other Information

For more specific information on the product offered, *You* can contact *Us* or the distributor. The contact information is on the first page of this distribution guide.

*You* can contact *Us* in order to obtain a copy of the group master policies at the address below:

American Bankers Insurance  
Company of Florida/  
American Bankers Life Assurance  
Company of Florida  
Canadian Head Office  
5000 Yonge Street, Suite 2000  
Toronto, Ontario M2N 7E9

## Proof of Loss or Claim

### a) Submission of a Claim

In the event of covered loss, *You* or *Your* estate can submit a benefit claim to *Us*. To do so, *You* or *Your* estate must contact *Us*, to obtain the necessary claim form. *You* or *Your* estate can reach *Us* by calling the following toll free number, 1-800-708-0807.

The claim form and the required documents must be completed as requested and returned to *Us*. The claim must be submitted within **90 days** of the *Date of Loss* except for a Life claim which should be sent to *Us* as soon as reasonably possible. Failure to report a claim within the stated time may invalidate the claim under the certificate of insurance. A delay may impact *Our* ability to confirm the validity of the claim. *Your* insurance must not have been terminated and all regular insurance charges must have been paid as at the *Date of Loss*.

*We* may, where applicable, ask *You* or *Your* estate for additional information in order to process the claim.

## **b) Insurer's Reply**

If *We* approve a claim, the benefit will be paid within **30 days** of receiving the proof required.

If *We* decline a claim or pay only a portion of the benefit, *You* will receive a letter explaining the reasons for *Our* decision. *We* will send the letter within **30 days** of receiving the documents required to process the claim.

## **c) Appeal of an Insurer's Decision and Recourses**

*You* can contest *Our* reply by contacting *Us*. *You* will find *Our* contact information on the first page of this distribution guide.

Legal proceedings can only be instituted against *Us* in the **3 years** following *Our* reply.

*You* can also contact the Autorité des marchés financiers or *Your* own legal adviser. The Autorité des marchés financiers' address appears hereafter in the «Referral to the Autorité des marchés financiers» chapter.

## Similar Products

Currently, competitors offer similar insurance products as described in this distribution guide.

Check that *You* do not already have such insurance.

## Referral to the Autorité des marchés financiers

For additional information regarding *Our* and the distributor's obligations to *You*, please contact the Autorité des marchés financiers at the following address:

Autorité des marchés financiers  
Place de la Cité, tour Cominar  
2640, boul. Laurier, 4e étage  
Québec (Québec) G1V 5C1

Québec City: 418-525-0337  
Montréal: 514-395-0337  
Toll-free: 1-877-525-0337  
Fax: 418-525-9512  
Website: [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

**NOTICE OF RESCISSION OF AN INSURANCE CONTRACT**

**NOTICE GIVEN BY A DISTRIBUTOR**

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

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

- The Act allows you to rescind the insurance contract you have just signed when signing another contract, **without penalty, within 10 days of its signature**. The insurer offers you **30 days starting from the receipt of the certificate of insurance** to rescind this insurance product. To do so, you must give notice by **registered mail** within that delay to insurer at the address below. You may use the attached model for this purpose.
- Despite the rescission of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of the rescission of this insurance contract; contact your distributor or consult your contract.
- After the expiry of the **30-day** delay, you may rescind the insurance at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at (418) 525-0337 or 1-877-525-0337.

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**NOTICE OF RESCISSION OF AN INSURANCE CONTRACT**

To: American Bankers Insurance Company  
of Florida/American Bankers Life  
Assurance Company of Florida

P.O. Box 7200  
Kingston, Ontario  
K7L 5V5

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

\_\_\_\_\_ American Express® Account #

Pursuant to section 441 of the Act respecting the distribution of financial products and services, I hereby rescind the certificate of insurance issued under group master policies no.: 0708APU and 0708APUL.

Entered into on: \_\_\_\_\_  
(date of signature contract)

In: \_\_\_\_\_  
(place of signature contract)

\_\_\_\_\_  
(name of client)

\_\_\_\_\_  
(signature of client)

The distributor must first complete this section.

Sections 439, 440, 441, 442 and 443 of the Act must be reproduced on the back of this notice.

This document must be sent by registered mail.