DISABILITY INSURANCE

LOAN INSURANCE - READY TO DRIVE LOAN

IMPORTANT

The borrower must enrol in this insurance to receive disability coverage.

Participant's GUIDE

Loan Insurance – Ready to Drive Loan is a group credit insurance product.



YOUR FINANCIAL INSTITUTION

Fédération des caisses Desjardins du Québec 400, boul. de Maisonneuve Ouest, 10° étage Montréal (Québec) H3A 1L4

1-800-CAISSES (1-800-224-7737)

For Quebec residents:

Notice from the Autorité des marchés financiers du Québec

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.



200, rue des Commandeurs Lévis (Québec) G6V 6R2 1-855-838-2574 Fax: 418-838-7194

www.desjardins.com

This guide is intended for information purposes and does not constitute the insurance policy. You may examine the policy at the financial institution during business hours and have a copy made for a fee.

The following documents are important because they constitute your Loan Insurance – Ready to Drive Loan contract:

- the insurance policy;
- the application for insurance, duly completed and signed;
- the evidence of insurability report, if necessary;
- this participant's guide*.

If you would like **more information** on Loan Insurance – Ready to Drive Loan, simply call the staff at your financial institution for which the contact information appears on the cover page. You can also phone Desjardins Financial Security Life Assurance Company (Desjardins Financial Security) during normal business hours at:

1-855-838-2574.

In order to comply with An Act respecting the distribution of financial products and services (Quebec), the insurer is required to quote the Act in certain parts of this guide. Please note that similar regulations exist to protect consumers in the other Canadian provinces, but there is no legal obligation to quote them. In order to simplify the guide, these regulations are not named.

^{*} In accordance with the provisions of *An Act respecting the distribution of financial products and services*, this document is your distribution guide.

Words defined in the guide are in <i>italics</i> . You can find their definitions on page 19.

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INTRODUCTION

■ What is the purpose of the participant's guide?

The participant's guide provides all the essential information you need to know about Loan Insurance – Ready to Drive Loan in a clear, simple and structured manner. It will help you understand the product and answer questions you may have about Loan Insurance – Ready to Drive Loan and how it can meet your needs.

We encourage you to read this guide and draw your attention to the **exclusions** and the **restriction in case of previous illness or injury** on pages **14** and **15**.

Also, the procedure for submitting disability **claims** is explained in detail on pages **16** and **17**.

■ Why choose Loan Insurance – Ready to Drive Loan?

- ✓ Because your premium is always calculated on the balance owing of your Desjardins Ready-to-Drive Loan. This means you will be charged a fair premium, since it reflects the exact risk your loan represents. Loan Insurance – Ready to Drive Loan's fair pricing sets it apart from the competition.
- Because you do not need to worry about your premiums being paid, as they are incorporated into your loan instalments.
- Because Desjardins Financial Security has 50 years of credit insurance experience.

1- DESCRIPTION OF THE PRODUCT OFFERED

a) Nature of the coverage

During a *participant*'s period of total disability, Loan Insurance – Ready to Drive Loan covers the instalment payments that fall due.

See "What coverage is available?" on page 9.

b) Summary of conditions and features

■ Who is eligible?

You are eligible if you are a borrower.

■ What is the age limit for taking out Loan Insurance – Ready to Drive Loan?

You must be under age 65 to enrol in the insurance.

■ How do I enrol?

For all new *Desjardins Ready-to-Drive Loans*, borrowers who want to insure their loans must fill out the application for insurance and satisfy the conditions in it.

■ Must I answer health questions?

For loans under \$100,000, you are insured if you satisfy the eligibility conditions in the application for insurance. See also "When does my coverage take effect?" on page 9.

For loans of \$100,000 or more, you must complete an evidence of insurability report and return it to the financial institution within 14 days.

Where an evidence of insurability report must be submitted, you are insured in the event of an *accident* only, for a maximum of 2 months, or until the insurer approves or rejects such evidence. See also "When does my coverage take effect?" on page 9.

Confirmation of coverage

For loans under \$100,000, if you satisfy the eligibility conditions in the application for insurance, the signed application for insurance is your proof of coverage.

For loans of \$100,000 or more, if you had to complete an evidence of insurability report, the insurer will send you a letter informing you whether your application for insurance was approved or declined. The insurer will send this letter within 30 days of receiving the application for insurance, the evidence of insurability report and any documents required to assess your application.

■ What coverage is available?

In case of disability, the insurer will reimburse 100% of the *Desjardins Ready-to-Drive Loan* instalment payments.

When several *participants* are disabled at the same time, the insurer processes each *participant* separately. Therefore, the insurer may pay more than the instalment due.

■ Is there a maximum amount of insurance?

The maximum amount is \$2,500 per month per *participant*.

The total amount of benefits paid can never exceed \$500,000. These maximum amounts apply to the total of all claims payable under all Loan Insurance – Ready to Drive Loan life insurance and disability insurance contracts issued by the insurer.

■ When does my coverage take effect?

Your coverage begins on the later of the following dates:

 on the date the application for insurance is signed; on the date the loan is disbursed. However, if the borrower takes possession of the vehicle or the property before the loan is disbursed, the insurance begins on the date possession is taken.

■ What is total disability?

The definition of total disability varies depending on the number of hours worked during each of the 4 weeks prior to the onset of total disability:

- If you were gainfully employed for at least 20 hours:
 - it is a state of incapacity resulting from an illness or an accident that requires continuous medical care;
 - this state of incapacity must completely prevent you from performing all the usual duties of your main occupation;
 - if the state of incapacity persists for more than 24 months, it must completely prevent you from engaging in any gainful occupation.
- If you were not gainfully employed for at least 20 hours:
 - it is a state of incapacity resulting from an illness or an accident that requires continuous medical care;
 - this state of incapacity must prevent you from performing all the normal activities of a person of the same age.

The illness or injuries resulting from an *accident* and your state of health must be certified by a physician.

■ When do disability benefits start?

If your total disability occurs after the effective date of coverage, the insurer will pay benefits:

• as of the 31st day, if your disability is the immediate result of an *accident* or if it requires you to be hospitalized for at least 72 consecutive hours, or

 retroactively to the 31st day for any other total disability that persists for at least 90 consecutive days.

■ When do disability benefits end?

The payment of benefits terminates automatically on the earliest of the following events:

- when your condition no longer corresponds to the definition of total disability;
- when you are gainfully employed;
- when you undergo training;
- when you return to school;
- when you refuse to participate in good faith in any rehabilitation program deemed appropriate by the insurer;
- when you reach age 70;
- when 12 months have elapsed since the date on which the net debt was reduced to zero;
- when the *net debt* is reduced to zero, by *novation* or otherwise;
- the date on which the *borrower* sends written notice to the financial institution requesting the termination of coverage.

■ Who is the beneficiary?

The *borrower* is automatically considered to be the beneficiary of all benefits payable under the Loan Insurance – Ready to Drive Loan contract held by the financial institution.

The benefit is paid to the financial institution, which must be applied to the *borrower*'s *net debt*.

The financial institution may, however, reimburse the *borrower* for the instalments paid since the 31st day of total disability.

How is the cost of my insurance calculated?

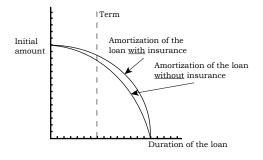
A *borrower* who takes out Loan Insurance – Ready to Drive Loan agrees to pay a premium corresponding to an additional interest rate on the loan. The interest rate paid by the *borrower* is then equal to the sum of the 2 following rates:

Basic interest rate set by the financial institution

Additional interest rate for Loan Insurance – Ready to Drive Loan disability insurance (premium)

This approach:

- allows for the calculation of the instalments on the basis of your loan balance.
 In general, the amount will continually decrease because it will automatically reflect all the repayments of principal you have made:
- increases the instalments payable to your financial institution, since they include your premiums;
- generally changes the amortization (decrease) of the capital borrowed without extending the term of the loan.



■ How is the additional interest rate for my insurance determined?

The additional interest rate required for the insurance, i.e. the premium, varies depending on:

- the number of persons insured;
- the age reached for each;
- the basic interest rate set by the financial institution;
- the loan amortization period.

The rate must be revised at each loan recall or renewal, and at least once every 10 years.

What happens if the premium is not paid?

Your premiums are included in your instalments. Your insurance may terminate 6 months after you fail to make an instalment. See "When does my coverage terminate?" on page 16.

■ Is contract renewal guaranteed?

With each loan recall or renewal, coverage remains in force and is adjusted to the loan balance, and premiums are revised to recognize each *participant's* attained age.

CAUTION

Exclusions and restriction

Exclusions

The insurer will not pay a benefit for any total disability that occurs:

- as a result of the participant's own deliberate actions, whether this person is sane or not;
- during a war, insurrection or riot;
- during the participant's involvement in a criminal act:
- as a result of corrective measures or treatments for esthetical purposes.

Restriction in case of previous illness or injury

If the participant becomes disabled during the first year of insurance, a restriction may apply. To determine whether the restriction applies, the following questions must be asked:

In the 6 months prior to the beginning of insurance, did the *participant* receive treatment* for the same illness or injury that caused his or her disability?

If NO:

No restriction

 If YES: This follow-up question must be asked:

CAUTION

Was there a period of 6 consecutive months ending after the beginning of insurance during which the *participant* received no treatment?*

• If YES:

No restriction

• If NO:

No benefit is payable.

- * A participant has received treatment for an injury or illness when, for the injury, for the illness or for symptoms related to the illness, he/she has:
- consulted or received treatment from a physician or other health professional who is a member of a professional body,
- undergone examinations,
- taken medication, or
- been hospitalized.

■ How can I cancel my insurance?

You may cancel your coverage without penalty within 30 days of signing the application for insurance. To do so, you must give notice by registered mail to the financial institution at the address indicated on the inside cover of this guide. You may also use the Notice of cancellation of an insurance contract found on page 21 of this guide.

You may also cancel your insurance at any other time. To do so you must inform your financial institution and complete a new application for insurance, indicating that you are declining the insurance.

■ When does my coverage terminate?

Your coverage terminates on the earliest of the following events:

- the date of the first recall or term renewal which occurs at the same time or after you reach age 65;
- 2) the date on which you reach age 70;
- 3) when the loan is no longer repayable in instalments;
- 4) when the *net debt* is reduced to zero by *novation* or otherwise;
- 5) at the end of a 6-month period if you fail to pay a minimum of 1/12 of the instalments required for an entire year. This period begins on the due date of an instalment;
- the date on which you send written notice to the financial institution requesting the termination of coverage;
- the date on which the insurer sends written notice to the financial institution informing it that the submitted evidence of insurability is unsatisfactory;
- 8) when the insurance has been in effect for 2 months and the insurer has not yet approved or rejected the submitted evidence of insurability;
- 9) on the termination date of the contract.

2- CLAIMS

a) Submission of a claim

To file a claim, call the insurer at:

1-855-838-2574.

You will have to send in the following documents so your claim can be assessed:

- the completed and signed claim form;
- the physician's statement;
- the employer's statement; and
- the financial institution's statement.

You must provide all documents required by the insurer, even if they are not indicated on the claim form.

The insurer reserves the right to request that you be examined by a physician of its choosing when you submit a claim.

The claim must be sent in writing as soon as reasonably possible. In the event of disability, the claim must be made **within 1 year** of the beginning of total disability. After this period, the insurer will only consider the last year preceding the date on which the claim is received.

For example, if you submit a claim 18 months after the beginning of total disability, the insurer will only pay benefits for the 12 months preceding receipt of the claim.

b) Insurer's reply

Once the insurer approves the claim, benefits will be paid within 30 days of receipt of proof of claim.

c) Appeal of an insurer's decision and recourse

If your claim is not approved and you think you have additional information which might influence the insurer's decision, you may ask for a review of your file.

It should be noted that the law provides for a maximum of 3 years (period of prescription) within which to contest the insurer's decision in Quebec and 2 years in Ontario.

For information on your rights, you can contact the regulatory agency of your province or consult your legal advisor.

3- SIMILAR PRODUCTS

Other credit insurance products exist on the market.

However, only Desjardins Financial Security has some 2,000,000 insured clients with credit insurance, making it the largest credit insurance provider in the province of Québec and the third largest in Canada.

4- REGULATORY AGENCIES

To learn more about the insurance product described in this guide, call the insurer at the numbers shown on page 2 of the guide.

For more information on the insurer's and the distributor's (the financial institution) obligations towards you, you can contact the regulatory agency responsible for overseeing the application of insurance legislation for your province of residence.

a) Autorité des marchés financiers (Quebec residents only)

Autorité des marchés financiers Place de la Cité, tour Cominar 2640, boul. Laurier, bureau 400 Québec (Québec) G1V 5C1

Phone: 418-525-0337 or 1-877-525-0337

Fax: 418-525-9512

Email: information@lautorite.qc.ca

Website: www.lautorite.qc.ca

b) Financial Services Commission of Ontario (Ontario residents only)

Financial Services Commission of Ontario 5160 Yonge Street

P.O. Box 85

Toronto, Ontario, M2N 6L9

Phone: 416-250-7250 or 1-800-668-0128

Fax: 416-590-7070

Email: contactcentre@fsco.gov.on.ca

Website: www.fsco.gov.on.ca

5- OTHER INFORMATION

■ Definitions

Accident: a bodily injury certified by a physician, resulting directly and independently of all diseases or other causes, from a sudden and unforeseen external cause.

Borrower: Any individual who takes out an *eligible loan* at a financial institution.

Desjardins Ready-to-Drive Loan: Eligible loan contracted from the Fédération des caisses Desjardins du Québec, transit no. 90993-815.

Eligible loan: Any loan contracted by a *borrower*, the terms of the repayment of which are provided for in the written agreement between the financial institution and the *borrower* and for which the authorization and payment dates are no earlier than January 16, 2012.

Net debt: The initial capital paid by the financial institution, plus accrued interest, minus the instalments made by the *borrower*.

Other expenses cannot be included in this amount. For example:

- renewal charges;
- the cost of credit as defined in the loan contract.

Novation: Replacement of one debt by another.

Participant: Any person who enrols in the group insurance plan.

Notice of cancellation of an insurance contract

Notice given by a distributor

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

The Act respecting the distribution of financial products and services gives you important rights.

- The Act allows you to cancel an insurance contract you have just signed when signing another contract (credit contract). The insurer grants you 30 days to do this with no penalty. To do so, you must give the financial institution notice by registered mail within that delay. You may use the attached model for this purpose.
- Despite the cancellation of the insurance contract, the credit contract will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.
- After the expiry of the 30-day examination period, you may cancel the insurance at any time without penalty.

For further information, contact the regulatory agency of your province.

The following notice can be used by insureds in all provinces. This notice must be transmitted to the financial institution for which the contact information appears on the cover page.

Notice of cancellation of an insurance contract

Under section 441 of the Act respecting the distribution of financial products and services, I am cancelling my enrolment in the Loan Insurance – Ready to Drive Loan disability insurance contract taken out by my financial institution with Desjardins Financial Security.

moditation with Besjarams I manetal security.
(name of client)
(signature of client)
(date of sending of notice)
The Loan Insurance – Ready-to Drive Loan disability insurance enrolment I am cancelling was taken out:
on:
(date application for insurance was signed)
in:
(place application for insurance was signed)
Fédération des Caisses Desjardins du Québec
Name of financial institution
90993-815
Transit of financial institution
Folio number Loan number

Excerpt from An Act respecting the distribution of financial products and services

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

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

- **440**. A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation, 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.

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 con-

sidered 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 remains 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.

■ Personal information management

Desjardins Financial Security handles the personal information it has on you in a confidential manner. Desjardins Financial Security keeps this information on file so that you may benefit from the Company's various financial services (insurance, annuities, credit, etc.). This information is consulted solely by Desjardins Financial Security employees who need to do so in the course of their work.

You have the right to consult your file. You may also have information corrected if you demonstrate that it is inaccurate, incomplete, ambiguous or not useful. To do so, you must send a written request to the following address:

Privacy Officer Desjardins Financial Security 200, rue des Commandeurs Lévis (Québec) G6V 6R2

Desjardins Financial Security may send information on its promotions or offer new products to those whose names appear on its client list. Desjardins Financial Security may also give its client list to another component of the Desjardins Group for the same purposes. If you do not wish to receive these offers, you may have your name removed from the list. To do so, you must send a written request to the Privacy Officer at Desjardins Financial Security.

■ Dissatisfied? Let us know.

As a responsible company that is attentive to the needs of its clients, Desjardins Financial Security wants to provide each and every one of them with products and services that meet their expectations. However, if you are dissatisfied with any of our products or services, please let us know by following the steps below.

1. Contact the person or business you purchased the product from.

You can find the number by consulting the literature you received when you purchased the product in question. Ask for explanations. In most cases, a simple call is all it takes to get the answers you are looking for.

2. Call our Customer Service Centre.

If you are not fully satisfied with the explanations provided in step 1, contact our Customer Service Centre at 1-866-838-7584. Our staff is very familiar with our products and will certainly be able to help you.

3. Write to our Dispute Resolution Officer.

If you are not satisfied with the explanations you received from our Customer Service Centre, you may file a complaint with Desjardins Financial Security's Dispute Resolution Officer. This person's role is to assess the merits of the company's decisions and the soundness of its practices.

Please write to:

Dispute Resolution Officer

Desjardins Financial Security 200, rue des Commandeurs Lévis (Québec) G6V 6R2

Or email: disputeofficer@dfs.ca

You can also call the Officer at 1-877-838-8185.

For more information on the procedure to follow in the event of a problem or complaint, please visit our website at www.dfs.ca/complaint, where you can also find complaint forms.

Your satisfaction is our priority!

<u>Helpful hints</u>

- Make sure you have all the documents and information required to provide a detailed explanation of the problem (account statements, names of employees in question, dates, etc.).
- Write down the names of the individuals with whom you have spoken, and the dates of your conversations.
- Include your name, address and telephone number in any correspondence.

If you would like **more information** on Loan Insurance – Ready to Drive Loan, simply call the staff at your financial institution for which the contact information appears on the cover page. You can also phone Desjardins Financial Security during normal business hours at:

1-855-838-2574.

PERSONAL NOTES			
Name of financial institution:			
Fédération des caisses Desjardins du Québec			
Folio number:			
Amount of loan:			
Monthly payment:			
Other:			



www.desjardinsfinancialsecurity.com

GPS PROGRAM

FREE ACCESS TO ASSISTANCE SERVICES





Because you have disability coverage with your Loan Insurance – Ready to Drive Loan, you get free access to the GPS® program, which offers telephone assistance services to Guide, Protect and Support you in your day-to-day life.

YOU WILL NEVER FEEL ALONE!

The GPS program is there to guide you and help you when you need it the most! The GPS program's assistance services, which are offered by specialists in several languages, are confidential, free of charge and available 24/7.

To find out more, see the reverse or visit **desjardins.com/gpsprogram**.



- Convalescence Assistance –
 Case Management
- Health Assistance Service

Y+

Convalescence Assistance – Case Management

This telephone service is offered by a team of medical experts and assistance coordinators to help you find the information and providers you need to recover from an illness, accident or surgery.

For example:

"I've just had surgery and I'm going home. I'll need help with housework and to change my dressings.

Can you help me arrange all this?"

1,5

Health Assistance

This service is available 24 hours a day to provide you with advice regarding your health or the health of a loved one and to direct you to the appropriate government and non-government resources. It also offers advice on prevention and a number of wellness and lifestyle issues.

With Health Assistance, you get answers quickly and easily to questions on a variety of topics including: prescription drugs, vaccinations, fitness and conditioning, nutrition, childcare and natural products.

For example:

"I've injured myself. Do you think a physiotherapist can help me?"

"I think I may have started menopause. Can you tell me if the symptoms I'm experiencing are those of menopause? If they are, is there anything that can help ease them?"

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Visit www.desjardins.com/gpsprogram or call:

1-877-GPS-3033

Services offered 24/7



Cooperating in building the future

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