BMO Credit Card Balance Protection

Cardholders' Life, Health and Loss of Employment Insurance (Group Insurance)

Distribution Guide

Group Policy Number: MM994

Name and Address of Insurers:

The Manufacturers Life Insurance Company (herein called Manulife) and First North American Insurance Company (herein called FNA)

P.O. Box 11023, Stn Centre-Ville Montreal, Quebec H3C 4V7 Phone: 1-800-268-5962 Fax: 1-888-264-2243

III Manulife

Name and Address of Distributor: BMO Bank of Montreal[®] (the "Bank")

129, rue Saint-Jacques Ouest, 2^e étage Montréal (Québec) H2Y 1L6 Phone: 1 877 275-1377 Fax: 1 877 266-2269

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

This Distribution Guide is an easy to understand explanation of BMO Credit Card Balance Protection ("BMO CCBP") issued by Manulife and FNA and made available to you only through the Bank.

Insurance is designed to protect you should the unexpected occur. This Distribution Guide can help you decide if you need BMO CCBP on your BMO credit card ("Credit Card"), considering that you are not in the presence of an insurance representative.

In this Distribution Guide, we describe the insurance product offered by Manulife (coverage in the event of your death, total disability, critical illness or hospitalization) and FNA (coverage in the event of job loss). Manulife provides all customer and claims-related service on behalf of FNA.

In this Distribution Guide, "you", "your", and "insured" means the person who enrolled for this coverage. For BMO personal Credit Cards, this is the primary cardholder.

A. Description of products offered

Nature of coverage

BMO CCBP provides coverage which assumes all or part of the liability for payment of your BMO Credit Card balance as at the date of death, total disability, job loss, critical illness or hospitalization. BMO CCBP will assume such a liability up to \$15,000. See this guide for definitions and exclusions.

Summary of specific features

There are exceptions under which Manulife and/or FNA will not make a benefit payment or exceptions which place a limitation on the benefit payment. These exceptions are called limitations and exclusions and are explained on page 11, under EXCLUSIONS, LIMITATIONS AND REDUCTIONS IN COVERAGE. We encourage you to review them carefully.

Life Insurance:

Should the insured die while insured, Manulife will pay to the Bank the total oustanding balance on the insured BMO Credit Card as at the date of death, up to \$15,000, subject to the limitations and exclusions.

Total Disability Insurance:

Total disability means, in the case of the insured who is an *employee* or *self-employed* person, as defined below, being prevented by illness or bodily injury from performing the regular duties of employment and the inability to engage in any other employment or occupation for compensation or profit. In relation to the insured who is neither an employee nor a self-employed person, total disability means being prevented by illness or bodily injury from performing the normal activities of daily living.

Manulife will pay the Bank a monthly benefit equal to the greater of \$20 or 10% of the BMO Credit Card outstanding statement balance (to a maximum insurable balance of \$15,000), issued on or just before the date of total disability if the following occurs, subject to the limitations and exclusions: • the insured, while under the age of 70, becomes totally disabled and the total disability continues for over 30 days for an insured who is an employee and is not self-employed on the date total disability occurs; or 90 days for an insured who is not an employee or who is self-employed on the date total disability occurs. In this case, the monthly benefit will continue for as long as the insured is totally disabled.

The benefit is payable from the first day of total disability for the insured who must satisfy the 30-day waiting period and from the end of the waiting period for an insured who must satisfy a 90-day uninterrupted period of total disability.

If the total disability stops but returns from related causes in less than 21 days, there is no new waiting period. The monthly benefits will continue based on the amount as previously calculated.

An insured will be required to provide Manulife with satisfactory evidence of total disability. The insured will also be required to provide ongoing evidence of total disability.

However, total payments will not exceed the lesser of:

- your BMO Credit Card balance as at the statement date on or just before the date of your total disability, and related interest charges; or
- \$15,000.

Job Loss Insurance:

Job loss or termination of employment means a loss of employment due to involuntary layoff, dismissal without cause or loss of self-employment.

FNA will pay the Bank a monthly benefit equal to the greater of \$20 or 10% of the BMO Credit Card balance (to a maximum insurable balance of \$15,000) as at the statement date on or just before a job loss if the following occurs:

• If an insured, while under the age of 70, is an *employee* or *self-employed* person as defined below and experiences a job loss or termination of employment for 30 or more consecutive days. The monthly benefit will continue for as long as the insured remains unemployed.

An *employee* is defined as a person classified by their employer as a permanent employee:

- who works at least 20 hours a week; and
- whose employment income is subject to regular deductions for employment insurance premiums.

A **self-employed** person is a person who earns an income from his or her own company, business, profession, partnership, or any entity in which he or she holds assets as an owner. To qualify for loss of self-employment income benefits, you must have been selfemployed for 30 hours or more per week, for an active business, for a continuous period of at least 18 months at the date of loss.

If the insured returns to the workforce and then suffers a job loss again, the insured can make another claim as long as benefits have not reached the \$15,000 lifetime maximum.

However, the total payments will not exceed the lesser of:

- your BMO Credit Card balance as at the statement date on or just before the date of your termination of employment, and related interest charges; or
- \$15,000.

Critical Illness Insurance:

Should the insured, prior to age 70, be diagnosed with a Critical Illness for the first time in his or her life, Manulife will pay the Bank the outstanding statement balance on the insured BMO Credit Card, as at the date of first diagnosis of the Critical Illness, up to \$15,000.

The critical illness benefit is paid only once in the lifetime of the insured.

Critical Illness refers to Cancer, Heart Attack, Coronary Artery Bypass Surgery or Stroke. See the Certificate for definitions hereinafter. **Cancer** (life-threatening): A definite diagnosis of a tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The diagnosis of cancer must be made by a specialist.

Heart Attack: A definite diagnosis of the death of heart muscle due to obstruction of blood flow that results in a rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following:

- typical heart attack symptoms;
- new electrocardiogram (ECG) changes consistent with a heart attack;
- development of new Q waves during or immediately following an intra-arterial cardiac procedure, including, but not limited to, coronary angiography and coronary angioplasty).

The diagnosis of heart attack must be made by a specialist.

Coronary-artery bypass: The undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s), excluding any non-surgical or trans-catheter techniques such as balloon angioplasty or laser relief of an obstruction.

The surgery must be deemed medically necessary by a specialist.

Stroke: A definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or hemorrhage, or embolism from an extra-cranial source, with:

- acute onset of new neurological symptoms;
- new objective neurological deficits observed during a clinical exam and persisting for more than 30 days following the initial date of diagnosis.

These new symptoms and deficits must be corroborated by diagnostic imaging testing. The diagnosis of stroke must be made by a specialist.

Hospitalization:

Should the insured, prior to age 70, be hospitalized as a result of illness or bodily injury for at least 24 hours but no more than 30 consecutive days, Manulife will make a one-time monthly payment to BMO of \$20 or 10% of the credit card balance (to a maximum insurable balance of \$15,000), whichever is more. The benefit is based on the account balance from the credit card statement issued just before or on the date of hospitalization.

If the insured has to remain in Hospital for longer than 30 consecutive days, Manulife will pay the rest of the balance on the card as of the same statement date. Total benefits will not exceed the \$15,000 lifetime maximum.

If the insured has to return to the hospital for another stay of 24 hours or longer, they can make another claim as long as their benefits have not yet reached the \$15,000 lifetime maximum.

Hospital is defined as a facility that meets all of the following conditions:

- primarily treats patients on an in-patient basis;
- is licensed as a hospital by the jurisdictions where the hospital is located;
- provides 24-hour nursing service by registered or graduate nurses;
- has a staff of one or more qualified physicians available 24 hours a day;
- provides organized facilities for diagnosis and surgical procedures;
- maintains x-ray equipment and operating room facilities;
- is not primarily a clinic;
- is not primarily a nursing, rest, or convalescent home;
- does not primarily provide palliative, rehabilitative, complex continuing, or long-term care;
- is not, other than incidentally, a location for the treatment of alcoholism or substance abuse.

The hospital must be located in North America (namely Canada, the United States, Mexico or the Caribbean).

Application requirements for coverage

You can apply for this insurance coverage only if:

- you have a valid BMO Credit Card and are the primary cardholder;
- you are a resident of Canada; and
- you are at least 18 years old and not more than 65 years old.

How to apply

Enrolment for BMO CCBP is possible in the following manner:

- promotion in a branch of the Bank;
- promotion while activating your BMO Credit Card;
- through various direct promotion campaigns; or
- online at www.bmo.com.

Who is covered

To be covered, you must be the primary cardholder of the personal credit card (called "insured").

Cost of coverage

The money the cardholder pays for insurance is called a premium. BMO collects the premium, and any applicable provincial sales tax, from your credit card account monthly. You will see the premium as a charge on your monthly credit card statement.

Your premium is based on your total average daily balance for the billing cycle. BMO gets this average by adding up your credit card account balances from the end of each day in the billing cycle, including any interest charges. That amount is then divided by the number of days in the cycle to get the total average daily balance.

• For BMO CCBP, the premium rate is \$0.94 for each \$100 of your total average daily balance on your BMO Credit Card.

At age 70, the premium rate will reduce to \$0.40 for every \$100 of your total average daily balance for life insurance only.

Manulife and FNA may change the premium rate or method to calculate premium at any time. You will receive 30 days' notice of such change.

Effective date of coverage

If you (the insured) meet the eligibility requirements, you are covered from the date you enrol for insurance. The enrolment date is the date that Manulife and FNA receive your enrolment information from BMO Bank of Montreal.

Expiry date of coverage

Coverage will end on the earliest of the following dates:

- the date you turn 70 (except for life insurance, which continues for as long as premiums are being paid);
- the date of your death;
- the day that Manulife and/or FNA receives notice from you to cancel your coverage;
- the date that BMO cancels your credit card or your rights and privileges on the card;
- the date that Manulife and/or FNA cancels your insurance for non-payment of premiums;
- the date that BMO stops offering credit protection through a group policy with Manulife and/or FNA.

Explanation of waiting period

The waiting period is the number of consecutive days an insured's total disability or job loss must continue before the applicable benefit becomes payable.

There is a waiting period of 30 consecutive days before total disability benefits begin for an insured that is an employee. The waiting period for an insured who is self-employed or not an employee is 90 consecutive days.

If you are an employee, payments are retroactive to the day the total disability started. If you are self-employed or not an employee, payments will begin the day following the day the waiting period ends.

Job Loss has a waiting period of 30 consecutive days. Payments will start after the waiting period and are retroactive to the first day of job loss.

Life and Critical Illness have no waiting period. See this guide for definitions of these terms.

In order to qualify for the Hospitalization Benefit, you need to be hospitalized for a period of at least 24 hours.

Manulife's and First North American's confirmation

You will be sent a Certificate of Insurance in the mail within 30 days of enrolment.

Consultation services from Manulife and FNA

Manulife and First North American Insurance Company have set up a consultation service to respond to any request from a distributor or client regarding this distribution guide.

If you have questions about the coverage from Manulife (life insurance, disability, critical illness or hospitalization) or First North American Insurance Company (coverage in the event of job loss), you can contact the consultation service at 1-800-268-5962.

CAUTION

B. EXCLUSIONS, LIMITATIONS AND REDUCTIONS IN COVERAGE SUICIDE

No benefit is paid if death is due to suicide, within two (2) years of the effective date of coverage.

MISREPRESENTATION

You may not be paid any benefits if you provided false information or withheld material information at the time of application.

INCONTESTABILITY

Manulife will not contest your coverage under this insurance after it has been in force for two years from the coverage effective date, except in the case of fraud.

WHEN BENEFITS ARE NOT PAID

Some instances of loss are excluded from coverage. If you experience a condition, circumstance or event outlined below, Manulife and/or First North American Insurance will not pay any benefits:

- Critical Illness, if during the first 90 days following the Effective Date of Coverage, the insured has any of the following: signs, symptoms or investigations that lead to a diagnosis of cancer, regardless of when the diagnosis is made; or a diagnosis of cancer;
- Critical Illness for Cancer due to carcinoma in situ, Stage 1A malignant melanoma (melanoma less than or equal to 1.0 mm in thickness, not ulcerated and without Clark level IV or level V invasion), any non-melanoma skin cancer that has not metastasized, or Stage A (T1a or T1b) prostate cancer;
- Critical Illness for heart attack due to elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves, or ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition;
- Critical Illness for stroke due to Transient Ischemic Attacks; Intracerebral vascular events due to trauma; or Lacunar infarcts which do not meet the definition of Stroke as described in the guide;

- Critical Illness (coronary artery bypass surgery) angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or Non-surgical procedures;
- A Critical Illness (applicable to all critical illnesses) if you were diagnosed with that Critical Illness condition before the coverage effective date or within 90 days of your effective date of coverage;
- Critical Illness for recurring critical illness conditions;
- Critical Illness for any illness, injury or symptoms other than Cancer, Heart Attack, Coronary Artery Bypass Surgery, or Stroke;
- Total Disability that started before the effective date of coverage;
- Total Disability resulting from normal pregnancy or cosmetic or elective surgery;
- Self-inflicted injuries unless medical evidence established that the injuries are related to a mental health illness;
- Total Disability, Job Loss or Hospitalization which is due to or results directly or indirectly from commission or attempted commission of a criminal offence;
- Total Disability resulting from an illness or bodily injury for which a benefit has been paid under the hospitalization (over 30 days) or critical illness coverage;
- Income loss due to or resulting from resignation of employment; voluntary forfeiture of salary, wages or income; if you are self-employed, closure of your business within 12 months of the coverage effective date for any reason; retirement; the regular end of a seasonal employment period; closure of self-employed person's business due to wilful misconduct or criminal misconduct;
- Hospitalization that results from normal pregnancy or cosmetic or elective surgery; self-inflicted injuries, the same illness or bodily injury for which a benefit has been paid under the total disability or critical illness coverage.

WHEN BENEFIT PAYMENTS STOP

If you are receiving benefit payments, the payments will stop for any of the following reasons:

- you have already received monthly benefit payments that add up to your BMO Credit Card balance at the time of your total disability or job loss;
- the sum of benefit payments is \$15,000;
- your insurance terminates;
- you are no longer totally disabled or unemployed;
- you fail to submit proof to Manulife that you continue to be totally disabled when, and if, Manulife asks for proof;
- you fail to have a medical examination at Manulife's request, by a physician Manulife appoints;
- the balance on the credit card is \$0; or
- you die.

C. How to cancel your coverage

If for any reason you are not satisfied, you may return the Certificate of Insurance within the first 30 days of Your Effective Date of Coverage. All premiums that may have been paid by you will be refunded.

The insured can cancel the insurance coverage at any other time by calling toll-free at 1-800-268-5962 or by writing to: Manulife and FNA at the mailing address shown in this guide. Insurance ceases on the day of receipt by our office of notification to cancel your coverage under BMO Credit Card Balance Protection.

Your request to BMO Bank of Montreal to cancel your BMO Credit Card privileges will not cancel your insurance as long as there is an outstanding balance on your Credit Card. In order to cancel your insurance, you must notify Manulife and FNA.

If your BMO Credit Card number is changed for whatever reason, your insurance coverage will be automatically transferred to your new BMO Credit Card number upon receipt by us of notification of change from BMO Bank of Montreal.

D. Other information

You may obtain additional information about this insurance coverage, a copy of the Certificate of Insurance or a copy of the Group Policy by writing to:

Manulife P.O. Box 11023, Stn Centre-Ville Montreal, Quebec H3C 4V7

Please specify the contract number of the Group Policy, which is MM994.

E. Making claims

Manulife and FNA are committed to processing your claims rapidly and efficiently. All claims must be made in writing on forms provided by Manulife and FNA. Note that all claims are made using a single form.

Where to get a claim form

In the event of a claim, contact the office of Manulife and/or FNA:

Manulife P.O. Box 11023, Stn Centre-Ville Montreal, Quebec H3C 4V7

Toll-free from anywhere in Canada: 1-800-268-5962 (8 a.m. to 8 p.m. Eastern Time)

When you write or call, be ready to give your certificate number. Manulife and FNA will send you a claim form which you must complete to make a claim.

Time limit to make a claim

You must send your completed claim forms and any supporting documents to Manulife and/or FNA before these deadlines:

- Life Insurance: within 3 years of the date of death;
- **Critical Illness:** within 1 year of the date of the doctor's written diagnosis.
- Hospitalization: within 90 days of the date of hospitalization
- **Total Disability and Job Loss:** within 90 days after the end of the waiting period;

If Proof of Loss cannot be provided within the time periods shown above, it must be provided as soon as reasonably possible.

In all cases, Proof of Loss must be given to Manulife and/ or FNA no later than one year after the date it is due.

NOTE: You are responsible for continuing to make your minimum monthly payment until a decision has been made on your claim. You are responsible for any fees you must pay to get written proof, such as doctors' reports, to back up your claim

Submission of two or more claims

An insured cannot receive benefits for more than one claim during the same billing cycle. For instance, you cannot receive benefits for job loss and hospitalization at the same time. If you make more than one claim at the same time, we will pay the most generous benefit first, or—in the case of multiple monthly benefits—whichever comes first. The other benefit will be paid, subject to the exclusions, maximum payment amounts and other terms in this certificate.

Submission of a claim

You must complete the claim form and mail it directly to Manulife and/or FNA at:

Manulife P.O. Box 11023, Stn Centre-Ville Montreal, Quebec H3C 4V7 Manulife and FNA may ask for additional information before approving your claim, such as:

- proof that you are totally disabled and that you continue to be totally disabled;
- proof of your age;
- a medical examination by a physician appointed by Manulife;
- other information considered necessary for the assessment of the claim.

You must pay for the costs of any medical information Manulife and FNA needs to assess your claim, except for the cost of a physician's examination arranged for you by Manulife.

Manulife's and FNA's reply

Manulife and FNA will reply to you within 30 days after receiving your claim for benefits or any additional information requested by Manulife.

Appeal of Manulife's and/or FNA's decision and recourses

If Manulife and/or FNA does not pay the claim and you want to appeal the decision, you need to do so within three (3) months of the date of Manulife's and/or FNA's letter declining the claim. You must provide in writing the reason(s) for the appeal and any additional information not previously submitted to Manulife and/or FNA. You also have the right to consult the *Autorité des marchés financiers* or an independent legal advisor.

F. Similar products

Manulife and FNA provide BMO CCBP exclusively to customers of the Bank.

Other types of insurance to cover your BMO Credit Card balance, that may include coverage similar to the insurance described in this Distribution Guide, may be available in the market.

G. Referral to the Autorité des marchés financiers

If you want more information about the obligations of insurers and distributors under Quebec's legislation, you can contact the *Autorité des marchés financiers* at the following address:

Autorité des marchés financiers Place de la Cité, Tour Cominar 2640 boulevard Laurier, 4^e étage Québec (Québec) G1V 5C1

Quebec City: 1-418-525-0337 Montreal: 1-514-395-0337 Toll-free: 1-877-525-0337 Fax: 1-418-525-9512

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APPENDIX I. NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT NOTICE GIVEN BY THE 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 cancel an insurance contract you have just signed when signing another contract, **without penalty, within 10 days of its signature.** To do so, you must give the insurer notice by registered mail within that delay. You may use the attached model for this purpose. (Manulife and FNA allows you to cancel this contract within 30 days of the Effective Date of Coverage with a full refund of premiums paid.)
- Despite the cancellation 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 this insurance contract; contact your distributor or consult your contract.
- After the expiry of the 30-day delay, you may cancel the insurance at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at 1-418-525-0337 (Quebec city), 1-514-395-0337 (Montreal) or 1-877-525-0337 (toll-free).

NOTICE OF CANCELLATION OF AN INSURANCE CONTRACT

(Name of th	ie insurer(s)		
(Address of	the insurer(s)		
Date:			
	(date of sendi	ng of notice)	
Pursuant to	section 441 of the Act respect	ing the distribution of	
	oducts and services, I hereby c		
	····, ···,		
(number of c	contract, if indicated)		
•			
Entered intered			
	(date of signature of contract)		
In:			
	(place of signature of contract)		
	(name of client)	(signature of client)	
	The distributor must first f This document must be sent		

Articles 439 to 443 of the Act appear in this notice and have been reproduced on the following page.

AN ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES

R.S.Q., chapter D-9.2

(Updated to 1st of February 2014)

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 of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.
- 441. A client may rescind 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 rescinded, the first contract retains all its effects.

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

However, a contract may provide that the rescission or cancellation 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 of the Authority, 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 rescinds, cancels 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.