

## SUMMARY

# Commercial loan insurance – Commercial mortgage loan and commercial term loan

## 10 important facts you should know about loan insurance

Do you have a commercial mortgage loan or a commercial term loan with National Bank of Canada? Have you considered what you would do if you were unable to make your payments due to an unfortunate event?

### Read this summary!

It presents key points about commercial loan insurance.

Understanding these points will help you determine if this insurance product meets your needs so you can make an informed decision about your application.

This summary is an explanatory document: it is not part of the insurance contract. Only the completed application and the insurance certificate attached thereto will constitute the insurance contract.



For more details of the coverage, consult the insurance certificate, which is also available at [nbc-insurance.ca](http://nbc-insurance.ca) › [documentation](#).

- › Once you sign up, you are entitled to a 30-day review period. If you cancel your insurance before the end of that period, we will reimburse any premiums paid.



### INFORMATION ABOUT THE INSURER

#### › National Bank Life Insurance Company

1100 Robert-Bourassa Blvd., 5<sup>th</sup> Floor  
Montreal, Quebec H3B 2G7

**Telephone Montreal area:** 514-871-7500

**Toll-free:** 1-877-871-7500

**Email:** [insurance@nbc.ca](mailto:insurance@nbc.ca)

[nbc-insurance.ca](http://nbc-insurance.ca)

Client number delivered by the  
Autorité des marchés financiers: 2000891377

To check the status of the insurer in the AMF  
registry: [lautorite.qc.ca](http://lautorite.qc.ca)

### DISTRIBUTOR INFORMATION

#### › National Bank of Canada

600 De La Gauchetière St. West  
Montreal, Quebec H3B 4L2

**Telephone Montreal area:** 514-394-5555

**Toll-free:** 1-888-483-5628

[nbc.ca](http://nbc.ca)

## Here are 10 important facts you need to know about commercial loan insurance

### 1. There are 3 types of loan insurance coverage

- 1** In the event of death, **life insurance** contributes to the repayment of your loan, thereby freeing your company from one of the many obligations that come with the death of a shareholder or key person.
- 2** **Critical illness insurance** also helps repay all or part of your loan if you are diagnosed with one of the following critical illnesses:
- › Cancer
  - › Heart attack
  - › Stroke

Moreover, **accidental dismemberment insurance** sees to the repayment of all or part of your loan if you lose a limb or permanently and irreversibly lose the use of a limb following an accident.

- 3** If you become unable to work or complete typical tasks for someone of your age due to an injury or illness, **disability insurance** can soften the blow of lost income by helping you make all or part of your monthly payments. The disability must last at least 60 days before benefits can be paid out.

You can sign up for all three types of coverage or choose one or two. It's up to you!

However, you must sign up for life insurance to be eligible for critical illness or disability insurance.



You will find specific information for each protection in sections 1, 10, 11, 12 and 13 of the insurance certificate.

### 2. Loan insurance covers the insured balance or insured payment of your loan, in whole or in part

**For life insurance as well as critical illness and accidental dismemberment insurance**, the insured balance is the balance of your loan as at the date of death or diagnosis of critical illness or accidental dismemberment, up to the insured maximum amount for that type of coverage (life: \$2,000,000; critical illness and accidental dismemberment: \$150,000).

**For disability insurance**, the insured payment is the amount of your loan payment, up to the maximum amount of \$5,000 per month.

In the event of death or diagnosis of a critical illness, we pay the insured balance of the loan as at the date of the event.

In the event of accidental dismemberment, we pay a percentage of the insured balance as at the date of the event.

In the event of disability, we pay the insured payment of the loan.

#### Maximum amount payable for each type of coverage


The amount payable for a claim cannot exceed the maximum for each type of coverage.

Life insurance	Critical illness and accidental dismemberment insurance	Disability insurance
\$2,000,000	\$150,000	\$5,000/month

If you are refinancing a loan and previous insurance coverage is recognized, the insured amount after refinancing is the insured balance of the previous loan at refinancing without exceeding the maximum amount payable for each coverage.

For disability insurance, the new insured payment will be determined by the ratio between the insured balance at refinancing and the loan amount after refinancing, without exceeding the maximum amount payable for this protection.

For example:	Insured amount/payment at refinancing	After refinancing
Commercial mortgage loan or commercial term loan	\$200,000	\$350,000
Recognized insured amount for life insurance	–	\$200,000
Recognized insured amount for critical illness insurance	–	\$150,000
Loan payment	\$500	\$1,250
Recognized insurance ratio	(\$200,000/\$350,000) 57%	
Recognized insured payment for disability insurance	–	(\$1,250 X 57%) \$712.50

 See sections 8, 10, 11, 12, 13 and 14 of the insurance certificate for more details on the amount we pay for each protection.

### 3. Loan insurance involves exclusions

We may refuse to pay a claim because of the exclusions set out in the insurance certificate.

**Please review them immediately. We've summed them up here for you:**



#### **WARNING – Exclusions**

**We will not pay any benefits in the following situations:**

##### **Life insurance**

- › Suicide within 2 years of the insurance start date.

##### **Critical illness insurance**

###### **Cancer**

- › Some types of non-life-threatening cancer;
- › Signs, symptoms or examinations that led to diagnosis (regardless of the diagnosis date) or a cancer diagnosis received within 90 days of the insurance start date, whether the cancer is covered or excluded.

###### **Heart attack**

- › An increase in cardiac biochemical markers following a heart procedure;
- › The discovery of a past heart attack.

###### **Stroke**

- › Short-term altered brain function with no after-effects;
- › A stroke caused by trauma;
- › A lacunar infarct that doesn't meet the definition indicated in the insurance certificate.

##### **Disability insurance**

- › Cosmetic care;
- › Psychological or psychiatric disorders, chronic fatigue, depression, anxiety, overwork or burnout (if you are not receiving therapy under the supervision of a medical specialist);
- › Back pain (if its existence is determined solely on pain you feel without an established cause);
- › Pregnancy;
- › Alcoholism or addiction.

##### **Concerning all protections**

- › Pre-existing conditions: Have you consulted a physician, or been treated or hospitalized for a medical condition within the 12 months preceding the start date of your insurance? Note that the exclusion for a pre-existing condition will apply if death, a disability or a critical illness diagnosis in relation to the condition occurs within the 12 months following the start date of your insurance;

**Concerning all protections (continued)**

- › Exclusion specific to the insured: further to an analysis of your insurance application and the answers you have provided, we may offer to insure you while excluding:
  - Certain medical conditions,
  - Events that could arise during travel abroad,
  - Any other condition deemed too high-risk;
- › War;
- › Active participation in a riot;

- › Use of narcotics without a prescription or of medication beyond the prescribed dosage;
- › Active participation in the flight of any device capable of lifting off and travelling in the air— including but not limited to airplanes, helicopters, hang gliders and hot-air balloons—, be it as a pilot, crew member, instructor or student;
- › Attempted suicide or voluntary self-harm.

**Graphic example of a pre-existing condition clause**

The specific and more detailed exclusions concerning each protection as well as the general exclusions are described in sections 1, 6 and 17 of the insurance certificate.

**4. You must meet certain criteria in order to be insured**

To be eligible, you must, at the time of enrolment:

**For life insurance:**

- › Be 18 to 64 years old, inclusively;
- › Be living in Canada or the United States; and
- › Be a borrower, co-borrower, guarantor, endorser, shareholder, officer or key person of the borrowing company of the loan covered by the insurance application.

**For critical illness and accidental dismemberment insurance:**

- › Have signed up for life insurance.

**For disability insurance:**

- › Have signed up for life insurance; and;
- › Be employed and have worked 60 hours or more within the last 4 weeks for compensation; or
- › If you are self-employed, you must have generated a gross income of at least \$10,000 during the past financial year.

**You may NOT apply for disability insurance if you:**

- › Are on unemployment;
- › Are on a work stoppage;
- › Are jobless;
- › Receive income replacement payments (due to a disability, parental leave, work-related accident, etc.).

However, you can apply to add this type of coverage when you meet the eligibility criteria for indicated above.

Depending on your age and the amount of coverage requested, we will ask you some questions about your state of health and lifestyle.



See section 2 of your insurance certificate for more information.

**5. The insurance premium that you pay takes several factors into account**

The premium is the amount you pay in order to be insured. As long as the terms and conditions of your loan do not change, your life, critical illness and accidental dismemberment insurance premiums will remain the same.

However, your disability insurance premium may change if your payment amount is adjusted.

We reserve the right to amend our premium rate scales at any time. If we do so, the premiums charged to all our insureds will change.

The premium rate can be based on:

- › The insured amount of the loan,
- › Your age upon signature of the insurance application,
- › Your gender,
- › Your use (or not) of tobacco or nicotine replacement products, and
- › The number of months of amortization of the loan.

## Commercial loan insurance – Commercial mortgage loan and commercial term loan

Once the rate is determined, the monthly premium is calculated based on the insured loan amount upon enrolment.

For life insurance and critical illness and accidental dismemberment insurance, you are entitled to a 5% discount on the insurance premiums if there is more than one insured.

The insurance taxes of your Canadian province of residence will also apply.

### SAMPLE PREMIUM CALCULATION

William, 38-year-old, non-smoker

Loan of **\$350,000**

Insured monthly payment of **\$1,250**

Amortization: **60 months**

Life and disability insurance

Age	Life (Rate per \$1,000 of insured amount) \$250,000 to \$499,999				Disability (Rate per \$10 of insured payment)  Mortgage loan Term loan
	Men		Woman		
	Non-smoker	Smoker	Non-smoker	Smoker	
18-30	0.06	0.08	0.04	0.05	0.19
31-35	0.07	0.09	0.05	0.06	0.27
36-40	0.09	0.15	0.07	0.10	0.32
41-45	0.12	0.20	0.09	0.17	0.40
46-50	0.20	0.39	0.15	0.31	0.48
51-55	0.29	0.59	0.19	0.40	0.58
56-60	0.45	0.98	0.31	0.64	0.74
61-64	0.70	1.43	0.49	0.92	0.93

#### Life insurance premium calculation

(Insured amount/\$1,000) X premium rate X taxes on insurance by province (Quebec: 9%)

$$(\$350,000/\$1,000) \times 0.09 \times 9\% = \$34.36$$


#### Calculating the premium – Disability insurance

(Insured amount/\$10) X premium rate X taxes on insurance by province (Quebec: 9%)

$$(\$1,250/\$10) \times 0.32 \times 9\% = \$43.60$$

Monthly premium:

$$\$34.36 + \$43.60 = \$77.96$$

 Consult the insurance certificate for premium rates and [nbc.ca](http://nbc.ca) for tax rates.

## 6. Duration of insurance

### Start

The insurance starts on the later of the following dates:


- a The date the insurance application is signed; or
- b According to the type of loan:
  - › The commercial mortgage loan approval date; or
  - › The term loan disbursement date.

If you are required to provide proof of insurability, we will notify you in writing of our decision within 30 days of receiving the documents needed to analyze your insurance application.

### End


Insurance generally remains in effect for the entire loan duration, unless you decide to terminate your coverage.

Other circumstances can also lead to termination of the insurance, like refinancing, non-payment of premiums or when you reach the age of 70.

 See sections 3 and 18 of the insurance certificate for more information.

## 7. You'll have access to temporary accident coverage while we are studying your application


While we are studying your insurance application, you'll be covered in the event of accidental death, dismemberment or disability (depending on the coverage selected).

 See sections 1 and 3 of the certificate for the definition of an accident and details of temporary coverage in the event of an accident.

## 8. We can refuse a claim and cancel your insurance if you make a false declaration

You must always provide accurate information on your health status, lifestyle and tobacco use, and any other information we deem necessary.

If, during a claim or at any other time during the insurance period, we receive any information that differs from the information you initially provided, **we could refuse your claim and retroactively cancel your insurance** from its start date.

 See sections 2, 4 and 5 of the insurance certificate for more information.

## 9. How to file a claim and applicable timeframes

Loan insurance can give you peace of mind should the unexpected occur. Here's how to file an insurance claim.

### 1 Contact a member of our claims team:

Montreal: 514-394-9904  
Toll-free: 1-866-817-4844

We'll open a file for you and send you the forms to be completed; or

Print the forms you need from the National Bank website at [nbc.ca/insurance-claim](http://nbc.ca/insurance-claim).

### 2 Complete and sign the forms and send them, along with any documents needed to review your claim if applicable, to our offices at:

**National Bank Life Insurance**  
1100 Robert-Bourassa Blvd., 5<sup>th</sup> Floor  
Montreal, Quebec H3B 2G7  
By email: [insurance@nbc.ca](mailto:insurance@nbc.ca)

#### Timeframes for submitting claim forms and supporting documents

- › **Life insurance:** As soon as reasonably possible.
- › **Critical illness, accidental dismemberment or disability insurance:** Within one year following the critical illness or accidental dismemberment diagnosis or the beginning of the disability.

### 3 We will inform you of our decision after assessing your request and, if applicable, proceed with payment.

The typical waiting period to process a claim is approximately 30 days after all documents required for assessing the request have been received.

#### Do you disagree with a decision made regarding your claim?

Contact us:

By phone  
Montreal: 514-394-9904  
Toll-free: 1-866-817-4844

By email  
[insurance@nbc.ca](mailto:insurance@nbc.ca)

You can also forward us any document that could justify a revision of our decision. If we haven't addressed your complaint or if you're still dissatisfied and wish to pursue the matter further, you can take any of the following actions:

- › Request a revision of your file; or
- › Consult your legal advisor; or
- › Contact one of the following organizations:

#### Autorité des marchés financiers (AMF)

Place de la Cité, Cominar Tower  
2640 Laurier Blvd., 4<sup>th</sup> Floor, Quebec City, QC G1V 5C1

By phone  
Quebec City: 418-525-0337  
Montreal: 514-395-0337  
Elsewhere in Quebec: 1-877-525-0337

Fax  
1-877-285-4378

Online  
[lautorite.qc.ca](http://lautorite.qc.ca)

#### OmbudService for Life and Health Insurance (OLHI)

Phone, toll-free  
Canada: 1-888-295-8112  
Toronto: 416-777-9002

Online  
[olhi.ca](http://olhi.ca)

The latest you can submit a legal application against an insurance provider is 3 years following the date the claim was refused.

## 10. Loan insurance is optional and you are entitled to terminate it at any time

You can terminate the insurance at any time at no cost by calling us at 1-877-871-7500.

You can also send a written request to:

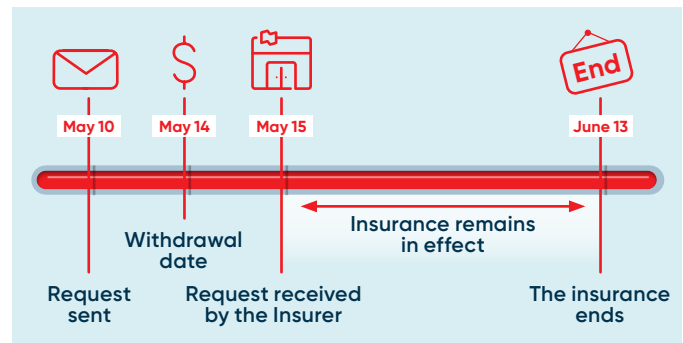
#### National Bank Life Insurance Company

1100 Robert-Bourassa Blvd., 5<sup>th</sup> Floor  
Montreal, Quebec H3B 2G7  
By email: [insurance@nbc.ca](mailto:insurance@nbc.ca)

The insurance coverage will end on the next premium payment date after the later of the following dates:

- › The date on which you choose to terminate your insurance coverage; or
- › The date on which we receive your termination request.

For example, in the image below, the insurance would remain in effect until June 13, since the insurer received the request to terminate the insurance after the current month's premium payment date.



If you terminate your insurance contract after the first 30 days, no premiums will be reimbursed and no grace period is granted.



### The client experience is our top priority

We're here to listen and help, no matter what you have to say.

You can contact our Customer Service department at 1-877-871-7500 or visit [nbc-insurance.ca/your-opinion](https://nbc-insurance.ca/your-opinion) to learn about our complaint management process, make a complaint and consult our policy on processing complaints.

## Notice given by a distributor

Section 440 of the Act respecting the distribution of financial products and services (chapter D-9.2)

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

The Act allows you to rescind an insurance contract, **without penalty**, within 10 days of the date on which it is signed. However, the insurer may grant you a longer period.

To rescind the contract, you must give the insurer notice, within that time, by registered mail or any other means that allows you to obtain an acknowledgment of receipt.

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 this insurance contract; contact your distributor or consult your contract.

After the expiry of the applicable time, you may rescind the insurance contract at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at 1-877-525-0337 or visit [www.lautorite.qc.ca](http://www.lautorite.qc.ca).

### Notice of rescission of an insurance contract

Send to:

National Bank Life Insurance  
1100 Robert-Bourassa Blvd., 5<sup>th</sup> Floor  
Montreal, Quebec H3B 2G7

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

Pursuant to section 441 of the Act respecting the distribution of financial products and services,

I hereby rescind insurance contract No.: \_\_\_\_\_ (number of contract, if indicated)

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

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

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

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

Insurer: National Bank Life Insurance Company.

The NATIONAL BANK INSURANCE word mark and logo are trademarks of National Bank of Canada, used under licence by some of its subsidiaries.

© 2022 National Bank Financial. All rights reserved. Any reproduction, in whole or in part, is strictly prohibited without the prior written consent of National Bank Financial.

