

## **InsureCan Inc.'s Lost Life Insurance Policy Services Agreement Terms**

### **How our process works**

Once we have received written consent from the Primary Applicant and the Named Beneficiaries listed in InsureCan Inc.'s Agency Agreement, we will:

1. send the Primary Applicant an email message to confirm our acceptance of the Application Package and our agreement to perform the services;
2. contact each of the life insurers (companies) listed in Schedule "A" with our search inquiries;
3. attempt to determine whether the Deceased had a life insurance policy in force (*meaning all the premiums were properly paid up to date and the policy had not lapsed*) as at the date of death;
4. attempt to determine whether the Primary Applicant and Named Beneficiaries are beneficiaries of the Deceased's life insurance policy, if one exists; and
5. provide the Primary Applicant with a report that lists each life insurer's response. It is entirely up to the Primary Applicant to advise each Named Beneficiary of the results of our report.

### **What happens if one of the life insurers contacted locates a life insurance policy in force?**

"Yes" response:

- o If a life insurer contacted by InsureCan finds a policy with a named beneficiary that matches a Named Beneficiary who has signed our Agency Agreement (attached), then we will notify the Primary Applicant and provide the life insurance company's contact information so that the Primary Applicant can independently proceed with the potential claim solely on his or her own accord.

"No" response:

*There is no policy in force, or*

- o If no policy exists for the Deceased, the insurance company's response will be a simple "No" and this will be set out in the report that we will provide.

*There is a policy in force but no Named Beneficiary listed in the Agency Agreement matches.*

- o If a life insurance policy is found, and none of the Named Beneficiaries who have signed the Agency Agreement are beneficiaries of the particular policy, then the insurance company will simply answer "No".
- o The insurer will answer "No" to comply with privacy laws and the insurer's own privacy policies. This is why it is important to have all the potential beneficiaries (next of kin) listed. You should be aware that, owing to privacy laws, insurance companies will only disclose the existence of an insurance policy to someone who is a beneficiary named in the policy or to someone who has legal standing for the Deceased's estate such as an executor named in a probated will.
- o Note that life insurance companies will only disclose the existence of an in force policy to a deceased's executors or their authorized representatives (lawyers) acting for the estate if the named beneficiary of a life insurance policy is the Deceased's estate as opposed to a particular individual.
- o As a result of our process, however, the insurance company will now be aware there may be a claim for the Deceased under one of its policies and the insurer will attempt to contact all of the beneficiaries named in its policy. As a result, this process is a great method for executors to flush out any life insurance policies for the Deceased.

### **Who should sign the Agency Agreement to give consent to InsureCan's search?**

In order to increase the likelihood of the contacted insurance companies confirming the existence of a life policy if one exists, it is best to have all potential beneficiaries sign the Agency Agreement as well as the executor for the Deceased's estate who is typically the Primary Applicant.

At a minimum, we recommend that surviving spouses, children, and grandchildren by their parents/guardians, and the Deceased's executor should sign our Agency Agreement. Anyone who could reasonably have a good faith belief that he or she may be a beneficiary should sign the Agency Agreement as a Named Beneficiary.

### **What types of insurance policies can I search for?**

Typically, insurance companies will only search their records for individual life insurance policies. This may exclude group or affinity insurance policies where the deceased is not the policy owner and policies held by in the name of former employers. We only search for life insurance policies and not other forms of insurance coverage.

**Under no circumstances do we provide searches if the insured has not deceased.**

### **Our Fees and Services**

Our fee for this service is \$300.00 plus 13% HST for a total of \$339.00 and our services are provided in every province of Canada except Quebec.

Our service is limited to contacting the life insurance companies listed in Schedule "A" and provision of a report with each life insurance company's response.

Our service does not guarantee any specific action on the part of the insurance companies or outcome, including responding to our request or following-up if a policy is found. We cannot control the insurance companies. Our service does not guarantee that a policy will be found even if one may exist with the insurance companies that we have contacted.

### **For Primary Applicants who are not named beneficiaries of the life insurance policy**

*(executors and lawyers acting for the Deceased's estate)*

- Please complete and sign the Agency Agreement as the Primary Applicant whom InsureCan should exclusively contact and deal with in connection to our services.
- Ensure that you have provided us with valid ID and proof that you are the executor or lawyer acting for the Deceased's estate.
- Ensure that you include the Deceased's date of birth, SIN number, and a copy of the death certificate. We are unable to proceed without this information.
- We recommend that you have as many family members as possible sign the Agency Agreement, including children, grandchildren, and surviving spouses as potential Named Beneficiaries. For children or grandchildren who are minors (under 18), the parent or legal guardian must consent and sign on behalf of the minor child or grandchild. If the beneficiary is not the estate and instead solely a Named Beneficiary, we are not able to notify you if a policy is found unless that Named Beneficiary has signed our Agency Agreement and thereby expressly consented to permit the insure to disclose the existence of a life policy to InsureCan and for InsureCan to disclose the same to the Primary Applicant.

### **For Primary Applicants who are potential Beneficiaries of the Deceased (family members):**

- Please sign the Agency Agreement if you agree to consent and give us authority to act on your behalf as the Primary Applicant and for the other Named Beneficiaries. We will only take instructions from the Primary Applicant and report to the Primary Applicant.
- Make sure to include the Deceased's date of birth, SIN number, and a copy of the death certificate. We are unable to proceed without this information. Note: if you do not provide us with complete and accurate information, an incorrect "No" response from the life insurer will result even if a policy may exist.
- We recommend that you have as many family members as possible sign the agreement, including children and grandchildren and surviving spouses. For children or grandchildren who are minors (under 18), the parent or legal guardian must consent and sign on behalf of the child or grandchild. If the beneficiary is not the estate but is instead another signing party, we are then able to notify you if a policy is found.

## **Application Package**

Please include the following items with your Application Package that you will mail to InsureCan:

- **Agency Agreement, fully completed and signed by the Primary Applicant and all named-beneficiaries who intend to give their consent and agree to InsureCan's terms;**
- **S.I.N. number of the Deceased;**
- **Date of Birth of the Deceased;**
- **A copy of the Deceased's Death Certificate;**
- **If you are the executor for the Deceased's estate, a copy of the Will showing you as appointed executor, along with a photocopy of your government issued identification such as a provincial driver's licence;**
- **If you are a solicitor acting for the Deceased's estate, you must provide us with proof of your appointment and authority to act and Provincial Law Society member number;**
- **For each named beneficiary listed, each of whom must sign the Agency Agreement, a copy a photocopy of your government issued identification such as a provincial driver's licence; and**
- **A cheque in the amount of \$339.00 made payable to "InsureCan" (\$300.00 + HST).**

Please mail to the completed Application Package, including the Agency Agreement, and all of the above items to:

**InsureCan, Inc.**  
**Attention: Search Services**  
**225 Eby Crescent**  
**New Hamburg, Ontario N3A 1Y9**

Once we have received your completed Application Package, we will contact you by email to confirm receipt and to let you know that we are proceeding with the inquiry or advise you that we are unable to proceed. Again, we must have complete and accurate information. Following our search enquiries, we will then contact you by email with a report listing all of the insurance companies we have contacted and listing their respective responses. Please allow at least eight weeks after we receive your completed Application Package to process your request and deliver our report to you.

## **InsureCan Inc. Agency and Consent Agreement**

This Agency Agreement is between InsureCan Inc., a provincially incorporated Ontario company with offices at 225 Eby Crescent, New Hamburg, Ontario N3A 1Y9 ("InsureCan") and the parties named in the attached Schedule "A" listed as the Primary Applicant and Named Beneficiaries (collectively the "Applicants") all of which is incorporated into and is part of this Consent Agreement.

For greater certainty, InsureCan, its directors, officers, employees and agents will not provide any insurance products or advice of any kind in relation to this informational service under the InsureCan Lost Life Insurance Policy Terms or at any other time unless expressly agreed in writing between all parties. In no event does Mr. Glenn Cooke act in his capacity as a licensed insurance agent or as a professional representative of InsureCan Inc. in relation to providing insurance advice.

In consideration of the fees paid and the information provided by the Primary Applicant, InsureCan will contact certain life insurance companies and request a search for life insurance policies in force in the name of the Deceased and the Named Beneficiaries and report its findings solely to the Primary Applicant who agrees to independently elect how, when and whether to apprise the respective Named Beneficiaries of the search results.

### **Your Authorization and Consent**

The Applicants listed in Schedule "A" jointly and severally declare and agree that:

- o We authorize InsureCan to act as a non-exclusive agent on our behalf for the purposes of determining if an in force life insurance policy exists for the Deceased for the estate and any Beneficiary Named in Schedule "A";
- o We authorize InsureCan to provide our personal information to the listed insurance companies. This personal information includes, but is not limited to, the name, social insurance number and death certificate of the deceased, and any other necessary information related to inquiring parties and potential beneficiaries;
- o We authorize the insurance company contacted by InsureCan to disclose all details of any life insurance policy for the Deceased where the beneficiary of such a policy is a party to this agreement and further authorize InsureCan to disclose that information to the Primary Applicant;
- o We understand that due to privacy concerns, if an in force policy is found where none of the parties to this agreement are beneficiaries of the identified life policy, then the insurance company holding that policy will respond that "No policy is found";
- o We understand that only certain listed insurance companies will be contacted and there may be insurance companies that InsureCan does not contact which hold an in force insurance policy and that the insurance companies contacted are under no obligation to respond to InsureCan's requests, and some Insurance companies may not to respond despite InsureCan's request; and
- o Each of the executors for the estate of the Deceased, lawyers for the estate of the Deceased, and those Named Beneficiaries have a good faith belief that the Name Beneficiaries and the estate, as the case may be, may be beneficiaries of life insurance policy of the Deceased. The Applicants further declared and certify that the Applicant is unconditionally authorized to act on behalf of the Deceased's estate or has an insurable interest in the Deceased's estate or life insurance policy. Each party waives all rights to privacy with respect to other Applicants and InsureCan and agrees that this is a business transaction and not a consumer transaction.

InsureCan will only act as the Applicant's authorized agent solely for the limited purpose and time set out in the Application Agreement concerning the life insurance policy search and no other relationship in law or equity can exist between the parties. Mr. Glenn Cooke acts exclusively as an employee of the Company, which is a mere nominee of the applicant that hired the Company. Mr. Cooke does not act in his personal capacity or any other capacity. At all material times, all liability and risk remains exclusively with the applicant who has agreed to absolutely indemnify the Company and Mr. Cooke for which the applicant's assent is signified by voluntarily electing to accept the Company's offer to perform the insurance policy search for the stated price without any guarantee of any particular result by submission of the completed Application Package to InsureCan.

The Applicant is solely responsible and liable for any error or omission contained in the Application Package, including mis-spellings of the deceased's legal name, and the content of replies provided by the insurers. In consideration for InsureCan reviewing and considering the Applicant's Application Package, the Applicant hereby irrevocably and absolutely releases the InsureCan and its directors, employees, agents, shareholders from any claims, whether in contract, tort or founded in equity arising directly or indirectly at any time.

### **Scope and Limit of our services**

*What we do:*

- o Using our network of contacts, we agree to search and make enquiries with the insurance companies listed in Schedule "A" (attached) to check to ascertain whether any particular insurance company holds a life insurance policy for the deceased named on the application.

*What we do NOT do:*

- o If we locate a life insurance policy, we cannot report who the beneficiaries are and we do not obtain this detailed information. It is entirely up to you to pursue the particular life insurance company to ascertain details of the policy in force.
- o Before InsureCan may commence any work, it must have received a fully completed Application Form and Agency Agreement and payment of the price in full.

### **InsureCan is not offering any advice**

The Information is for informational purposes only and is not intended to provide specific financial, investment, tax, legal, accounting or other advice to you, and should not be acted or relied upon in that regard without seeking the advice of a professional. Your professional advisor can help to ensure that your own circumstances have been properly considered and any action is taken on the latest available information.

### **No Warranties**

The Applicant is solely responsible for the accuracy of the information provided to InsureCan including the content of its website <[www.insurecan.com](http://www.insurecan.com)> (the "Website"). InsureCan is not liable or responsible for information obtained from the life insurance companies or any other third-party and InsureCan should not be relied upon in any regard. InsureCan provides its Website content and all the Information disclosed on an "as is, where is" basis and do not make any express or implied warranties, representations, or endorsements with respect to the Website or the Information, including without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, currency, reliability and fitness for a particular purpose. Further, InsureCan does not represent or warrant that its Website will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

### **No endorsements**

No endorsement or approval of any third party or its advice, opinions, information, products or services is expressed or implied by any Information provided by InsureCan at any time.

### **No liability**

InsureCan, its directors, officers, employees, and agents are not responsible, and will not be liable to you or anyone else, for any loss, damages, and expense incurred whatsoever and howsoever caused (including direct, indirect, incidental, special, consequential, exemplary or punitive damages) arising out of or in connection with the Websites or the Information, or your ability on inability to access or use the Website or the Information, or any action or decision made by you in reliance on the Website or the Information, or any errors in or omissions from the Website or the Information, or any unauthorized use or reproduction of the Websites or the Information, even if InsureCan has been advised of the possibility of these damages.

## General

Carefully read these terms with all of the other materials that we have supplied you. In the event there are any conflicts between the terms and the Disclaimers below, the Disclaimers will govern.

All products and services of InsureCan and its employees and agents that are described, made available or provided on InsureCan's Website may be changed or withdrawn at any time without notice and are subject to the terms and conditions of the applicable agreements governing their use in force at the time of the provision of the product or service, in addition to the Disclaimers set out immediately below.

The information, material and content provided in the InsureCan. Website, including pricing information and potential existence of life insurance policies (collectively, the "Information") is believed to be reliable when posted, but there is no guarantee that it is accurate, complete or current at all times. Without limiting the generality of the foregoing, the Information may include technical inaccuracies or typographical errors, and InsureCan. and their officers, directors, employees and agents InsureCan have no obligation to update the Information. The Information or the Website may be changed, withdrawn or terminated at any time without notice.

Changes may be made to the Terms at any time without notice by updating this posting. You agree to review the Terms regularly, and your continued access or use of the Websites will mean that you agree to any changes.

Any submission by you in the Application Package, instructions or other requests to us are subject to final acceptance by InsureCan and InsureCan in its sole discretion may decline any and all requests without any obligation to give its reasons.

This Consent Agreement and all related services shall be absolutely and exclusively construed and enforceable under and in accordance with the laws of Ontario. The Applicant and all consenting parties hereby jointly and severally irrevocably submit and attorn exclusively to the jurisdiction of the Ontario Superior Court of Justice Kitchener, Ontario, Canada. The services under this agreement, are conditional upon InsurCan's final acceptance, and will be performed in Ontario.

The services referred to by InsureCan in its materials and Website in relation to the Life Insurance search services are only available in Canada excepting the province of Quebec. The Information on the Website is not intended and expressly must not construed as an offer by InsureCan to sell insurance or provide any sort of advice that may be relied upon in any jurisdiction, including the United States. If you are not currently a resident of Canada, you should not access the information available on the Website.



**InsureCan will only contact the following Life Insurance Companies:**

- \* Abbey Life
- ACE INA Life Insurance
- \* Aeterna Life
- Assumption Mutual Life Insurance Co.
- AXA Assurances Inc.
- \* BMO Life Assurance Co.
- Canada Life Assurance Co.
- \* Canadian General Life
- Canassurance Hospital Service Assn.
- CIGNA Life Insurance Co. Of Canada
- Co-operators Life Insurance Co.
- Combined Insurance Co. Of America
- \* Concordia Life
- \* Crown Life
- CUMIS Life Insurance Co.
- \* Dominion Life
- Equitable Life Insurance Co. Of Canada
- \* Excelsior Life
- \* Financial Life
- Gerber Life Insurance Co.
- \* Glacier National Life
- Great-West Life Assurance Co.
- \* Group Medical Services
- \* Hartford Life Insurance Co.
- Household Life Insurance Co.
- Industrial Alliance Insurance and Financial
- Industrial Life
- \* La Capitale Civil Service Insurer Inc.
- La Sauvegarde
- \* Laurier Life
- \* Life Insurance Co. Of North America
- LS Mutual Life Insurance Co.
- \* Lutheran Life
- Manulife Financial
- MD Life Insurance Co.
- Metropolitan Life Insurance Co.
- \* MONY Life
- \* Mutual of Omaha
- \* New York Life Insurance Co.
- \* North West Life
- Penncorp Life Insurance Co.
- \* Promutuel Vie Inc.
- \* RBC Insurance Co. Of Canada
- Reliable Life Insurance Co.
- Saskatchewan Blue Cross
- \* Seaboard Life
- Acadia Life
- Actra Fraternal Benefit Society
- \* Aetna Life Insurance Co.
- \* Annuity Life Insurance
- Assurant Life of Canada
- Blue Cross Life Insurance Co. Of Canada
- BMO Life Insurance Co.
- \* Canada Life Insurance Co. Of Canada
- Canadian Premier Life Insurance Co.
- Canassurance Insurance Co.
- \* Clarica
- \* Colonia Life
- \* Commercial Union
- Connecticut General Life Insurance Co.
- \* CT Financial Assurance Co.
- Desjardins Financial Security Life Assurance
- Empire Life
- Excellence Life Insurance Co.
- FaithLife Financial
- \* First North American Insurance Co.
- \* Gerling Global
- GMS Insurance Inc.
- Green Shield Canada
- Groupe Promutuel
- \* Holland Life Insurance Society
- \* Imperial Life
- \* Industrial Alliance Pacific Insurance and Fin.
- Knights of Columbus
- La Capitale Insurance and Financial Svcs. Inc.
- \* Laurentian Life
- \* Legacy General Insurance Co.
- London Life Insurance Co.
- \* LS Travel Insurance Co.
- Manulife Canada Inc.
- \* Maritime Life
- Medavie Blue Cross
- \* Monarch Life
- \* Mutual Life
- National Bank Life Insurance Co.
- \* NN Life
- \* Norwich Union
- Primerica Life Insurance Co. Of Canada
- \* Prudential Life Insurance Co. Of England
- RBC Life Insurance Co.
- \* Royal Sunalliance
- Scotia Life Insurance Co.
- \* Sovereign Life

- \* SSQ Financial Group
    - Standard Life Assurance Co. Of Canada
  - \* Standard Life Trust Co.
    - Sun Life Assurance Co. Of Canada
    - TD Life Insurance Co.
    - The Independent Order of Foresters
    - The Wawanesa Life Insurance Co.
  - \* Toronto Mutual Life
    - UL Mutual
    - Union of Canada Life Insurance
  - \* Westbury Life
  - \* Zurich Life
- SSQ Life Insurance Co. Inc.
  - \* Standard Life Assurance Ltd.
  - \* State Farm International Life Insurance Co.
  - \* Sun Life Insurance (Canada) Ltd.
  - Teachers Life Insurance Society
  - \* The Manufacturers Life Insurance Co.
  - TIC Travel Insurance Coordinators Ltd.
  - Transamerica Life Canada
  - \* UNA Life
  - Unity Life of Canada
  - Western Life Assurance Co.

**(\*) Indicates a company with policies that have been merged with another insurer, had a name change, or become defunct and whose policies have been assumed by another insurer.**