

The initial benefit payment will be made after the 30 days following the *date of loss* and will be paid from the 31st day of *your involuntary unemployment* or *total disability*.

There is no waiting period for the benefit payment of life, *dismemberment*, *terminal illness*, *accidental death*, and *accidental dismemberment* coverages.

Effective Date

The *effective date* means the date *you* enrolled in Credit Protector Insurance program for *your account*.

Confirmation of Coverage

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

Renewal

You don't have to renew this insurance. This insurance remains in effect on *your account*:

- (1) until the date provided in the "End of the Insurance Coverage" section on page 8 of this guide; or
- (2) until *we* receive a notice of cancellation for *your* insurance.

c) Exclusions, Restrictions or Reductions in Coverage

CAUTION

A) Life benefit is not paid in case of suicide or self-inflicted injury that occurs within 6 months from the *effective date*.

B) Involuntary Unemployment benefits are not paid if *your involuntary unemployment* is due to:

- conviction for an offence under the *Criminal Code* (Canada);
- loss of temporary or contract employment;
- loss of employment if not working at least 25 hours per week for a single employer;
- loss of self-employment, except if due to creditor initiated bankruptcy; or
- end of normal seasonal employment.

C) Terminal illness benefit is not paid if the *terminal illness* is diagnosed within the first 6 months from the *effective date* and the *terminal illness* results from a medical condition for which *you* had symptoms or received medical treatment during the 6 months immediately before *your effective date*.

If *you* have misstated *your* age and *your* correct age would have made *you* ineligible for the coverage, no benefit amount will be paid and the premium paid will be refunded.

The insurance does not cover purchases debited to *your account* after the *date of loss* or while *you* are receiving a benefit.

d) End of the Insurance Coverage

All insurance coverage on *your account* automatically ends when the first of the following conditions occur:

- the date *you* request the cancellation of the insurance coverage;
- the date *your account* is cancelled by either *you* or the *creditor*;
- the date *your account* becomes 90 days past due*;
- the date one or more of the *policies* are cancelled;
- the date a Life, Accidental Death, or Terminal Illness benefit has been paid; or
- the date of death of the *primary cardmember*.

*Once *your account* is back in good standing, *your* insurance coverage will automatically resume with the original *effective date*. However, no benefit is payable for claims where the *date of loss*, as defined under each coverage, is between the date *your* insurance coverage ended and the date *your* insurance coverage resumes.

Coverage available for *your spouse* ends on the date *your* insurance coverage on *your account* ends.

Life and Dismemberment coverage will be replaced with Accidental Death and Accidental Dismemberment coverage upon an insured person's 80th birthday.

e) Cancellation

Cancellation in the first 45 days

The *Act respecting the distribution of financial products and services* allows *you* to cancel, **without penalty**, an insurance contract within **10 days of its signature**. In the case of this program, *you* have the right to terminate *your* insurance contract within **45 days** of issuance of *your* certificate of insurance.

To do so, *you* must send a notice of cancellation to *us* at the address below by **registered mail**. *You* may use the attached model for this purpose. Also cancellation can be made by calling toll free at 1-800-459-6415.

This cancellation takes effect as soon as *we* receive *your* notice of cancellation.

The premium that has been charged to *your account* will be refunded to *your account*.

Cancellation after the first 45 days

You also have the right to terminate the insurance at any time, even after the initial **45 day** period. To do so, *you* must send a notice of cancellation to *us* at the address below by **registered mail**. *You* may use the attached model for this purpose. Also cancellation can be made by calling toll free at 1-800-459-6415.

If a premium was paid in excess, *we* will refund it on *your account*.

No insurance coverage will be provided after termination with respect to debt previously or thereafter incurred.

Send *your* cancellation notice to *us* at the address below or call the phone number below:

American Bankers Insurance Company of Florida
American Bankers Life Assurance Company of Florida
P. O. BOX 7200
Kingston, Ontario K7L 5V5

Telephone: 1-800-459-6415

Fax: 1-800-244-3980

This notice may also be sent to the distributor at the address mentioned on the first page of this distribution guide.

f) Other Information

For more specific information on the product offered, *you* can contact the distributor. The contact information for the distributor is on the first page of this guide.

You can also contact *us* by writing at the following address:

American Bankers Insurance Company of Florida
American Bankers Life Assurance Company of Florida
P. O. Box 7200
Kingston, Ontario K7L 5V5

Or by dialing toll-free 1-800-480-1853.

You can contact *us* in order to obtain a copy of the *policies*.

PROOF OF LOSS OR CLAIM

a) Submission of a Claim

In the event of a claim, contact *us* at **1-800-480-1853**.

Submitting *your* claim as quickly as possible will help to avoid unnecessary delays in the payment of *your* benefits.

Claim forms should be completed, at *your* expense, and sent to *us* at *our* office no later than 90 days after the *date of loss*, except for Life and Accidental Death insurance benefits. Claim forms for Life and Accidental Death insurance benefits should be sent to *us* as soon as reasonably possible. Failure to report the claim within the stated period of time may invalidate *your* claim.

We will require proof of *your* continuing *total disability* or *involuntary unemployment* on an ongoing basis on a form acceptable to *us*.

Send *your* completed claim form and related documentation to:

Assurant Solutions
P.O. Box 7000
Kingston, Ontario K7L 5V3

b) Insurer's Reply

If *we* approve the claim, *we* will pay the benefit to the *creditor* within **30 days** of receiving the proof required. The *creditor* will then credit the payments to *your account*.

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

c) Appeal of an Insurer's Decision and Recourses

You can contest *our* reply by contacting *us*. *You* will find *our* contact information on the first page of this guide.

Legal proceedings can only be instituted against *us* in the **3 years** following *our* reply.

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

SIMILAR PRODUCTS

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

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

REFERRAL TO THE AUTORITÉ DES MARCHÉS FINANCIERS

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

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

Québec City: 418-525-0337
Montréal: 514-395-0337
Toll-free: 1-877-525-0337
Website: www.lautorite.qc.ca

Schedule 1 (section 2) NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

NOTICE GIVEN BY A DISTRIBUTOR

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

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

- The Act allows you to rescind the insurance contract you have just signed when signing another contract, **without penalty, within 10 days of its signature**. The insurer offers you **45 days starting from the issuance of the certificate of insurance** to rescind this insurance product. To do so, you must give notice by **registered mail** within that delay to the insurer at the address below. You may use the attached model for this purpose.

- Despite the rescission of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of the rescission of this insurance contract; contact your distributor or consult your contract.

- After the expiry of the **45-day** delay, you may rescind the insurance at any time; however, penalties may apply.

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

NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

To: American Bankers Life Assurance Company of Florida/
American Bankers Insurance Company of Florida
Contact Centre Operations
P. O. Box 7200, Kingston, Ontario K7L 5V5

This notice may also be sent to the distributor at the address mentioned on the first page of the distribution guide. For more information, please dial 1-800-459-6415.

Date: _____
(date of sending of notice) Canadian Tire Credit Card #

Pursuant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby rescind the insurance certificate issued under master policies nos.: 960913-1/960913L-1.

Entered _____ In: _____
(date of signature of contract) (place of signature of contract)

(name of client) (signature of client)

The distributor must first complete this section.

This document must be sent by registered mail.

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

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 considered satisfactory by the creditor, who may not refuse it without reasonable grounds. The distributor may not subordinate the making of the contract of credit to the making of an insurance contract with the insurer specified by the distributor.

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

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

DISTRIBUTION GUIDE



NAME OF THE INSURANCE PRODUCT:

Credit Protector® Insurance

TYPE OF INSURANCE PRODUCT:

Optional group creditor insurance providing coverage for Life, Dismemberment, Terminal Illness, Accidental Death, Accidental Dismemberment, Total Disability and Involuntary Unemployment.

INSURER'S CONTACT INFORMATION:

American Bankers Life Assurance Company of Florida
American Bankers Insurance Company of Florida

P. O. BOX 7200

Kingston, ON K7L 5V5

Telephone: 1-800-480-1853

Fax: 1-800-244-3980

DISTRIBUTOR'S CONTACT INFORMATION:

Canadian Tire Bank

3475 Superior Court

Oakville, ON L6L 0C6

Telephone: 1-800-459-6415

RESPONSIBILITY OF THE AUTORITÉ DES MARCHÉS FINANCIERS

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

®/™ Credit Protector is a registered trademark of Canadian Tire Bank.

®/™ Canadian Tire, Canadian Tire Bank and the Canadian Tire Triangle design are registered trademarks of Canadian Tire Corporation, Limited and are used under licence.

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INTRODUCTION

The purpose of this distribution guide is to describe the group creditor insurance product Credit Protector® Insurance, an optional insurance product offered with your Canadian Tire Bank issued credit card, in a way that is easy for you to understand. In addition, it is intended to allow you to determine whether the insurance product offered meets your needs, without having an insurance agent present.

We encourage you to read this guide closely, especially page 7, which explains **exclusions, restrictions and reductions in coverage**. The **claim procedure** is also explained on page 9 and 10.

Upon enrollment, you will receive a Welcome Package in the mail, including a welcome letter and a certificate of insurance which details the complete terms of coverage.

DEFINITIONS

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

ACCIDENTAL DEATH: means death which is directly caused by an accident, not from any natural causes.

ACCIDENTAL DISMEMBERMENT: means *dismemberment* which is directly caused by an accident, not from any natural causes.

ACCOUNT: means the *Primary Cardmember's* credit card account.

CREDITOR: means Canadian Tire Bank, to whom the debt is owed.

DATE OF LOSS: means

- the date when *your involuntary unemployment* or *total disability* starts; or
- the date when *you* or *your spouse's* death or *dismemberment* occurs; or
- the date when *you* or *your spouse* are diagnosed with a *terminal illness*.

DEFERRED PAYMENT PLAN: means an arrangement offered by the *creditor* allowing *you* to defer payment on *your account* for a specified charge and for a period of time that is specified for such charge.

DISMEMBERMENT: means the total and irrecoverable loss of:

- sight in one eye; or
- a hand by complete severance through or above the wrist; or
- a foot by complete severance through or above the ankle joint.

EFFECTIVE DATE: means the date *you* enrolled in Credit Protector Insurance for *your account*.

EMPLOYMENT/EMPLOYED: means working for salary or wages at least 25 hours per week for a single employer, not including temporary or contract employment.

EQUAL PAYMENTS PLAN: means an arrangement offered by the *creditor* allowing *you* to make payments in respect of a specific charge over a number of specified consecutive monthly installments.

INSURER: means

- for the Life, Dismemberment, Terminal Illness, Accidental Death, Accidental Dismemberment, and Total Disability (except for Quebec) coverages, American Bankers Life Assurance Company of Florida;
- for the Involuntary Unemployment and Total Disability (Quebec) coverages, American Bankers Insurance Company of Florida.

American Bankers Life Assurance Company of Florida, American Bankers Insurance Company of Florida, its subsidiaries and affiliates carry on business in Canada under the name Assurant Solutions®.

INVOLUNTARY UNEMPLOYMENT/INVOLUNTARILY UNEMPLOYED: means loss of *your employment* due to no fault of *your own*, either as a result of lay-off, labour dispute, strike, or a complete and permanent termination of *employment* by *your employer*; or if *you* are self-employed, bankruptcy of *your business* which is evidenced by a creditor-initiated court order.

MAXIMUM AMOUNT OF INSURANCE: means \$20,000.

OUTSTANDING BALANCE: means the amount owing on *your account*.

POLICY/POLICIES: means master policies 960913-1/960913L-1 issued by the *insurer* to the *creditor*.

PRIMARY CARDMEMBER: means the principal applicant for an *account* to whom a credit card is issued by Canadian Tire Bank.

SPECIAL PAYMENT PLANS: includes *deferred payment plans*, *equal payments plans*, and any other special financing arrangement offered by the *creditor* subject to additional terms and conditions that apply to the particular plan.

SPOUSE: means the person who is lawfully married to *you*, or the person who has been living with *you* for at least 6 consecutive months and is publicly represented as *your spouse*. *You* cannot have more than one *spouse* insured under the *policies* at the same time.

STATEMENT DATE: means the date identified in *your account* statement as the statement date.

TERMINAL ILLNESS: means an illness or disease that causes *you* or *your spouse* to have a life expectancy of less than 12 months from the time of diagnosis.

TOTALLY DISABLED/TOTAL DISABILITY: means *you* are unable to perform all of the regular duties of *your employment* and are under the regular care and treatment of a qualified medical doctor.

WE, US and **OUR:** means the *insurer* of the specific coverage individually or the *insurers* collectively, as applicable.

YOU and **YOUR:** means the *primary cardmember*.

DESCRIPTION OF THE PRODUCT OFFERED

a) Nature of Coverage

This insurance product protects the *outstanding balance of your account*.

In the event of *involuntary unemployment* or *total disability*, *we* will pay a monthly benefit to the *creditor* as defined under the "Amount of Protection and Conditions of Payment" section.

In the event of death, *terminal illness*, *dismemberment*, *accidental death* or *accidental dismemberment*, *we* will pay to the *creditor* the *outstanding balance of your account* at the *date of loss*, subject to the *maximum amount of insurance*.

We will make claim payments directly to the *creditor* who will then credit the payments to *your account*. All benefit payments are made in Canadian dollars.

By choosing the Credit Protector Insurance program, *you* are covered under all the coverages.

b) Summary of Specific Features

Conditions of Eligibility

To be eligible for the coverages offered by this insurance *you* must meet the following conditions, on the *effective date*:

- be 18 years of age or more;
- be less than 76 years of age; and
- be indebted to the *creditor* under an *account*.

The insurance covers *you* as *primary cardmember*, in the event of *involuntary unemployment* or *total disability*.

The insurance protection also covers *you* and *your spouse* in the event of death, *accidental death*, *terminal illness*, *dismemberment* or *accidental dismemberment*.

You, as the *primary cardmember* must have coverage in order for *your spouse* to be eligible.

Amount of Protection and Conditions of Payment

The *maximum amount of insurance* for any one occurrence giving rise to a claim is \$20,000.

(i) Life, Terminal Illness, Dismemberment, Accidental Death and Accidental Dismemberment coverages

For the Life, Terminal Illness, Dismemberment, Accidental Death or Accidental Dismemberment coverages, *we* will pay to the *creditor* a benefit equal to the lesser of:

- the *outstanding balance* on *your account* at the *date of loss*; and
- the *maximum amount of insurance*.

We will make the claim payment directly to the *creditor* who will then credit the payment to *your account*.

If *you* and *your spouse* suffer a loss simultaneously, and are eligible for a benefit payment, only one benefit will be paid.

To be entitled to the Life benefit, *you* or *your spouse* must:

- be insured with this insurance at the *date of loss*; and
- be less than 80 years old.

To be entitled to the Accidental Death benefit:

- *you* or *your spouse* must be insured with this insurance at the *date of loss*;
- *you* or *your spouse* must be 80 years old or more; and
- death must be directly caused by an accident, not from any natural causes.

To be entitled to the Dismemberment benefit, *you* or *your spouse* must:

- be insured with this insurance at the *date of loss*; and
- be less than 80 years old.

To be entitled to the Accidental Dismemberment benefit:

- *you* or *your spouse* must be insured with this insurance at the *date of loss*;
- *you* or *your spouse* must be 80 years old or more; and
- *dismemberment* must be directly caused by an accident, not from any natural causes.

To be entitled to the Terminal Illness benefit, *you* or *your spouse* must:

- be insured with this insurance at the *date of loss*; and
- be diagnosed by a licensed medical practitioner in Canada as having a *terminal illness* with a life expectancy of less than 12 months.

(ii) Involuntary Unemployment and Total Disability Coverage

For the Involuntary Unemployment and Total Disability coverages, *we* will pay a monthly benefit to the *creditor*.

First Monthly Payment

The monthly benefit payment for the first month *you* are entitled to Involuntary Unemployment or Total Disability benefits will be equal to the sum of **A** and **B**.

A means the lesser of:

- (i) 5% of the *outstanding balance* on *your account* (less the outstanding amount of any *special payment plans*) as of the *statement date* coinciding with or immediately before the *date of loss*; and
- (ii) 5% of the *maximum amount of insurance*.

B means the greater of any amounts past due or any balance over *your* credit limit as of the *statement date* coinciding with or immediately before the *date of loss*.

The initial benefit payment will be made after the 30 days following the *date of loss* and will be paid from the 31st day of *your involuntary unemployment* or *your total disability*.

Subsequent Monthly Payments

For each additional 30 consecutive day period that *you* continue to be *involuntarily unemployed* or *totally disabled*, and provided *you* are still eligible, *we* will pay a monthly benefit equal to the lesser of:

- (i) 5% of the *outstanding balance* on *your account* (less the outstanding amount of any *special payment plans*) as of the *statement date* coinciding with or immediately before the *date of loss*; and
- (ii) 5% of the *maximum amount of insurance*.

All further monthly benefit payments will remain the same during the benefit period. *We* will make the claim payment directly to the *creditor* who will then credit the payment to *your account*.

Your monthly benefit payments will continue to be made every 30 days, as long as *you* submit to *us* satisfactory proof of *your* continued *involuntary unemployment* or *total disability*, until the first of the following events occur:

- *you* are no longer *involuntarily unemployed* or *totally disabled*;
- *you* return to work;
- *your outstanding balance* (less the outstanding amount of any *special payment plans*) as of the *statement date* coinciding with or immediately before *your date of loss* has been paid off; or
- the *maximum amount of insurance* has been paid.

Your last benefit payment may be pro-rated based on the actual number of days that *you* were *involuntarily unemployed* or *totally disabled*. Beginning on the 30th day from the *date of loss*, *you* earn 1/30th of the monthly benefit described above for every day of *involuntary unemployment* or *total disability*.

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

- be insured with this insurance at the *date of loss*; and
- become *involuntarily unemployed* for a period of at least 30 days.

If you are self-employed, you may qualify for Involuntary Unemployment benefits if your involuntary unemployment is due to creditor-initiated bankruptcy of your business.

Once *you* return to work, *you* may wish to make a claim for benefits at a later date. If *you* become *involuntarily unemployed less than 30 days* after the completion of benefit payments under an Involuntary Unemployment claim, then it will be treated as a continuation of *your* existing claim. If *you* become *involuntarily unemployed* following **more than 30 days** of continuous *employment*, then it will be treated as a new claim.

To be entitled to Total Disability benefits, *you* must:

- be insured with this insurance at the *date of loss*; and
- be *totally disabled* for at least 30 days and unable to work.

Once *you* return to work, *you* may wish to make a claim for benefits at a later date. If *you* become *totally disabled less than 30 days* after the completion of benefit payments under a Total Disability claim, then it will be treated as a continuation of *your* existing claim. If *you* become *totally disabled* following **more than 30 days** of continuous *employment*, then it will be treated as a new claim.

Beneficiary of the Insurance

If a claim is approved, *we* pay the insurance benefits to the *creditor*, Canadian Tire Bank, who will then credit the payment to *your account*. All benefit payments are made in Canadian dollars.

Premium

Your monthly insurance premium is based on *our* calculation of *your* average daily balance. This is calculated by adding the *account* balance at the end of each day during the statement period, not including any amount of insurance premium charged for this product on that monthly *account* statement and not including any outstanding amount of any *special payment plan* (if applicable), and dividing the sum by the number of days in the statement period.

Your monthly insurance premium is then calculated by applying the applicable monthly premium rate indicated in the Summary at the top of the first page of the certificate of insurance, to *your* average daily balance. Your monthly premium rate is based on the level of applicable insurance coverage *you* are eligible for at a certain age.

When *you* reach the age of 80, *your* Life and Dismemberment coverage is reduced to Accidental Death and Accidental Dismemberment coverage, at which time *your* monthly premium rate is also reduced as shown in the Summary at the top of the first page of the certificate of insurance.

The monthly insurance premium and any applicable taxes will be automatically charged to *your account* and due with *your account* payment. No premium is charged for any portion of *your* average daily balance which exceeds the *maximum amount of insurance*, or where *your* average daily balance is less than \$10.

Insurance premiums will continue to be charged to *your account* during the entire period of a claim for Involuntary Unemployment and Total Disability. However, a refund equal to the amount of the premium charged to *your account* as of the *statement date* coinciding with or immediately before *your date of loss*, will be added to each monthly benefit payment and will remain unchanged for the duration of *your* claim period. If *you* continue to use *your account* to make purchases while *you* are receiving monthly benefits, *you* will be responsible for paying the insurance premium on any new charges.

If the monthly premium rate increases, *you* will receive at least 30 days advance written notice mailed to *you* at *your* last known address.

Waiting Period

There is a 30 day waiting period for the payment of the Involuntary Unemployment and Total Disability benefits. This means that benefits will be paid only if the *involuntary unemployment* or *total disability* period lasts at least 30 days.