



Application and Administration Agreement

1. Mortgage Broker and Expense Allowance Information

(a)	Mortgage Broker (Legal Name)																	
(b)	Mortgage Broker Operating Name																	
(c)	Address																	
(d)	Contact Person																	
	Telephone Number																	
	Fax Number																	
	E-mail Address																	
(e)	System	Expert/MorWeb																
(f)	Office Code																	
(g)	Type of Disability Insurance Program	<i>Group or Individual - GC 327-D</i>																
(h)	Type of Life Insurance Program	<i>Group or Individual - GC 329</i>																
(i)	Requested Effective Date																	
(j)	Processing Fees (where required by law or regulations)	Not Applicable																
(k)	Agent of Record	Credit Security Insurance Agency Inc.																
	<p>Maximum Expense Allowance Per Certificate</p> <p><i>(please check one – see Appendix C for details)</i></p> <p><i>If the Expense Allowance Option selected above represents a change from the existing arrangement between the Insurer and the Administrator in respect of a Policy(ies), then the change in compensation may take effect on a date later than the Requested Effective Date. MPP will notify the Administrator of such date.</i></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>Expense Allowance Option</u></th> <th style="text-align: center;"><u>Plan Type - A</u></th> <th style="text-align: center;"><u>Plan Type - B</u></th> <th style="text-align: center;"><u>Plan Type - C</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Percentage</td> <td><input type="checkbox"/> 25% of Premium collected by the Insurer up to a maximum of 60 months</td> <td><input type="checkbox"/> 20% of Premium collected by the Insurer up to a maximum of 60 months</td> <td style="text-align: center;">Not applicable</td> </tr> <tr> <td style="text-align: center;">Combo</td> <td><input type="checkbox"/> 9 times the first monthly premium collected by the Insurer, plus 5% of Premium</td> <td><input type="checkbox"/> Life - \$140 Flat Fee plus 5% of Premium collected by the Insurer up to a maximum 60 months DI - \$50 Flat Fee</td> <td style="text-align: center;">Not applicable</td> </tr> <tr> <td style="text-align: center;">Upfront</td> <td><input type="checkbox"/> 11.25 times the first monthly premium collected by the Insurer</td> <td><input type="checkbox"/> 7.5 times the first monthly premium collected by the Insurer</td> <td style="text-align: center;"><input type="checkbox"/> Life - \$100 Flat Fee. DI - \$50 Flat Fee</td> </tr> </tbody> </table>	<u>Expense Allowance Option</u>	<u>Plan Type - A</u>	<u>Plan Type - B</u>	<u>Plan Type - C</u>	Percentage	<input type="checkbox"/> 25% of Premium collected by the Insurer up to a maximum of 60 months	<input type="checkbox"/> 20% of Premium collected by the Insurer up to a maximum of 60 months	Not applicable	Combo	<input type="checkbox"/> 9 times the first monthly premium collected by the Insurer, plus 5% of Premium	<input type="checkbox"/> Life - \$140 Flat Fee plus 5% of Premium collected by the Insurer up to a maximum 60 months DI - \$50 Flat Fee	Not applicable	Upfront	<input type="checkbox"/> 11.25 times the first monthly premium collected by the Insurer	<input type="checkbox"/> 7.5 times the first monthly premium collected by the Insurer	<input type="checkbox"/> Life - \$100 Flat Fee. DI - \$50 Flat Fee
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2. Definitions

The definitions set out in the Policy or a Successor Policy apply to this Agreement, except where otherwise defined in this section.

Administrator means the Mortgage Broker identified in Section 1, who has entered into an agreement with MPP to distribute and administer MPP Applications and Policies, as long as the Agreement remains in force.

Approved System means a System which has been approved by the Insurer and continues to be approved by the Insurer for purposes of the Policy.

Certificate means the contract of insurance issued by the Insurer to an Insured (or Insureds, where coverage for multiple Insured Persons is approved in respect of a given Mortgage).

Commitment Date means the date at which an Eligible Applicant accepts a commitment letter from a mortgagee with respect to a Mortgage which was arranged by the Mortgage Broker.

Disability Policy means a group or individual creditor total disability Insurance policy issued by the Insurer, or a Successor Policy.

Eligible Applicant means an individual who satisfies the eligibility criteria stated in the Policy.

Insured means a person who was an Eligible Applicant at the time he/she completed an MPP Application and who was subsequently approved for coverage by the Insurer and who continues to pay the applicable Premium under the Policy.

Insurer means The Manufacturers Life Insurance Company, or the insurer who issues a Successor Policy.

Life Policy means a group or individual creditor life insurance policy issued by the Insurer, or a Successor Policy.

Mortgage Information means details about any Eligible Applicant and about his/her mortgage that we reasonably require to administer their MPP Application and any coverage issued as a result of such application.

MPP means Benesure Canada Inc., the manager of the Mortgage Protection Plan insurance program.

MPP Application means a completed application for insurance for protection under a Policy, including an application which constitutes a waiver of an Eligible Applicant's right to apply for coverage.

Policy means a Life Policy and/or Disability Policy, as applicable.

Successor Insurer means an insurer who agrees to issue a Successor Policy to the Administrator.

Successor Policy means a future Policy issued by the Insurer or any other insurer to the Administrator in respect of both the then-existing and future insureds under the Policy whose terms and conditions are at least as beneficial to the Insureds as the Policy in effect at the date their Certificate was issued.

System means the mortgage origination software system(s) used by the Administrator.

Technology Company means the supplier of the System.

3. Application for Group Policy

If the Program selected in Section 1 (g) and/or (h) above is "Group", then the Administrator hereby applies for the applicable Mortgage Protection Plan group policy (ies). The Insurer hereby agrees to issue such policies upon execution of this Agreement.

4. Administration Agreement (the "Agreement")

4.1 Scope

This Agreement governs the relationship between the Insurer, MPP, and the Administrator.

4.2 Administration

The Administrator hereby agrees with the Insurer and MPP that the Administrator will ensure that all Eligible Applicants complete an MPP Application, in accordance with the written instructions of MPP in effect at the Commitment Date. The written instructions as at the Requested Effective Date are shown at Appendix A.

The Administrator further agrees that the Administrator will refrain from offering other similar insurance plans to Eligible Applicants.

4.3 Expense Allowances

The Insurer agrees to compensate the Administrator for the administrative services performed in accordance with this Agreement ("Expense Allowances"), as described in Appendix C.

The amount of Expense Allowances will not exceed the maximum amounts shown at Appendix C. Expense Allowances shall be paid by the Insurer to the Administrator by the 15th day of each calendar month for the immediately preceding month.

4.4 Administrator Indemnification

The Insurer agrees that it will indemnify and hold the Administrator harmless from any costs, expenses, damages, or liability arising from an MPP Application and/or from the performance of the administrative duties outlined here, provided that the Administrator has acted in good faith and, for the mortgage transaction in question:

- sent the MPP Application to MPP in accordance with the written instructions on the MPP Application form; or
- advised Broker Support Centre Inc. ("BSC Inc.") of the existence of the mortgage, and permitted BSC Inc. to follow up with the borrower(s) in accordance with the then existing follow up procedures, as described in mppbroker.com, and provided sufficient Mortgage Information to the BSC Inc. to complete this follow-up process.

4.5 Sharing, Use and Ownership of Information

The Administrator agrees that MPP and the Insurer, in accordance with applicable Privacy Laws, may receive Mortgage Information for purposes of:

- facilitating and monitoring the completion and submission of MPP Applications;
- confirmation to Eligible Applicants of coverages applied for or waived;
- provision of such services or items to Eligible Applicants as MPP may advise the Administrator from time to time;
- statistical studies of MPP applicants;
- administration of services and the investigation of claims under any Policy; and
- such other purposes as the Administrator and MPP may agree from time to time.

The Administrator hereby agrees to instruct the Technology Company to provide such Mortgage Information to MPP and the Insurer in an electronic format (or paper if agreed to by MPP), except where an Eligible Applicant has requested that such Mortgage Information be withheld from MPP or the insurer.

MPP agrees that any information received by MPP in respect of Eligible Applicants who are not Insureds will not be used for any other purpose except with the consent of the Administrator and in accordance with applicable privacy regulations.

The Administrator agrees that all information received by MPP or the Insurer in respect of an (MPP Application) shall be the property of the Insurer. The Insurer may share this information with the Administrator and the individual who presented the MPP Application to the Eligible Applicant as necessary for the administration of the Policy.

4.6 Instructions by MPP

The Insurer agrees that any written instructions to the Administrator by MPP may be relied upon by the Administrator for purposes of meeting its obligations under this Agreement.

4.7 Direction by Administrator

The Administrator agrees to instruct the Technology Company to disable any other insurance program relating to the offering of any other similar insurance programs to new Eligible Applicants during the term of the Agreement.

5. Agent of Record

The Administrator and the Insurer designate the Agent of Record, as shown in section 1 above, as the agent of record for the Policy.

The agent of record shall arrange the Policy on behalf of the Administrator and assist the Administrator in serving the customers of the Administrator, as described in Appendix A.

6. Termination and Closure

This Agreement may be terminated by the Insurer at any time, on 30 days' written notice to the Administrator, or immediately upon written notice by MPP to the Administrator in the event that the Administrator fails to perform its administrative duties in accordance with this Agreement.

This Agreement may be terminated by the Administrator at any time, on 30 days' written notice to the Insurer.

Termination of this Agreement shall not affect the obligations of the Administrator or the Insurer with respect to any amounts owing to or from the Administrator in respect of Certificates issued by the Insurer prior to the termination.

Termination of this Agreement shall invoke Closure of the existing Policy. Closure means that the Insurer will accept no new MPP Applications from the customers of the Administrator, but all existing Insured Persons shall remain insured (subject to the terms of the applicable Certificate issued to the Insured).

7. Transfer Provision

The Administrator hereby acknowledges and agrees that, except as otherwise expressly provided herein, the Policy (including, for greater certainty, any Successor Policy) shall not be terminated or transferred to another insurer without the prior written consent of MPP. This paragraph shall survive the termination of this Agreement for so long as there are any Insureds.

Subject to any applicable regulatory restrictions, MPP may arrange for the termination of the Policy (or any Successor Policy) and the issuance to the Administrator of a Successor Policy by a Successor Insurer, provided that such Successor Insurer agrees to assume all obligations of the Insurer in respect of existing insureds under the Policy (or, if a Successor Policy is being terminated and replaced with a further Successor Policy, under the Successor Policy) and that the Administrator shall suffer no loss of fees payable under this Agreement as a result of the issuance of the Successor Policy.

The Administrator hereby applies, if applicable, for each such Successor Policy and acknowledges and agrees that no further consent of the Administrator shall be required in connection with the issuance of any such Successor Policy to the Administrator. MPP shall ensure that the Administrator receives prompt notice of the issuance or proposed issuance of any such Successor Policy, that a copy of the Successor Policy is provided to the Administrator forthwith after issuance and that any required notices relating to the issuance of the Successor Policy are provided to existing insureds.

8. General Conditions

The Insurer reserves the right to change procedures or any conditions of this Agreement, upon 90 days written notice to the Administrator. However, no change in conditions shall have any effect on Expense Allowances payable in respect of Certificates issued prior to the effective date of such change.

The Administrator warrants that it is not under any obligation in respect of any other agreement which will be breached by its signing this agreement. The Insurer's obligations to indemnify the Administrator shall not apply to any such breach.

The Insurer reserves the right to change the Policy including but not limited to premium rates and/or the calculation formula (e).

The Administrator agrees that the Insurer and MPP may communicate with any Insured or Eligible Applicant, subject to applicable privacy regulations.

The relationship between the parties to this Agreement is that of independent contractors and nothing contained in this Agreement shall create or be deemed to create between the parties a joint venture, partnership or employment relationship.

The terms of any section of this Agreement that are required to be modified in order to comply with regulatory requirements which may come into force from time to time, may be so modified without effect on any other section of this Agreement.

All terms and provisions of this Agreement are severable and if any term, provision, covenant or condition of this Agreement is held by a court or regulatory authority to be invalid, illegal, void or unenforceable, such provision shall be of no force or effect and shall be severed from the remainder of the provisions of this Agreement which shall remain in full force and effect.



9. Signatures

Party Signed For	Date	Authorized Signature	Print Name	Print Title
Mortgage Broker				
MPP				
The Manufacturers Life Insurance Company				

Appendix A – Processing Instructions

Insurance Application/Waiver
 For Questions/Applications call toll free 1-866-677-4366
 or write to: MPP, 87, ON M4Y 2N9, 33186BA2325X1 (1 of 1)
 50 Charles St. East, Toronto, Ontario M4Y 2N9
 or fax: 1-866-677-4329

Mortgage Protection Plan
 Mortgage Protection Plan ("MPP") means the Insurance(s) their Administrator, and/or Credit Security Insurance Agency Inc. ("CSIA")

This application is for: New MPP Coverage Change to existing MPP Coverage

Applicant #	Name	Birthdate	Monthly Life Premium	Initial to Waive Life Insurance	Monthly Disability Premium	Initial to Waive Total Disability Insurance
1	Mary Smith	Sep/06/1974	\$10.80		\$7.91	
2	Joe Smith	Feb/08/1976	\$4.32		Incl. Above	

Premium for Applicant # 2 if Applicant # 1 waives coverage: \$10.80 \$7.91 Add \$1.35/mth to disability if all Applicants waive life.

Premiums include PST

MORTGAGE INFORMATION	Data from Mtg. App#	Print Date	Initial Mortgage Balance	Mortgage Payment	Mortgage Funding Date
MPP1-18	Feb/01/2005		\$125,000.00	\$762.99	Jan/20/2005

ACCOUNT INFORMATION
 I authorize MPP to make a withdrawal from this account (or any other account, as directed by me) in respect of the applicable MPP premiums under the Group Policy.
 Complete this section OR check a "void" cheque

MEDICAL QUESTIONS

I UNDERSTAND THAT ANY MISREPRESENTATION IN DISCLOSURES MADE BY ME IN THIS APPLICATION MAY CAUSE MY INSURANCE TO BE DECLARED VOID BY THE INSURER.

	Applicant # 1		Applicant # 2	
	No	Yes	No	Yes
Have you ever had or been treated for: heart disorder, chest pains, stroke, narrowing or blockage of an artery, aneurysm, cancer, tumours, lung or liver disorder including hepatitis or carrier state, diabetes, disorder of the pancreas, chronic fatigue, fibromyalgia or other form of chronic pain, any immune system abnormality, a positive HIV test, AIDS, or advised to stop or reduce drug use or alcohol consumption?	Initials	Initials	Initials	Initials
During the past 3 years have you: a) had or been treated for mental or nervous disorder (depression, anxiety, stress, etc.), neurological disorder including seizures, high blood pressure, kidney or urinary disorder, gastro-intestinal bleeding, back or knee pain, arthritis, other musculo-skeletal disorder or any other illness, disease, operation, injury, or congenital defect not listed? OR b) been absent from work for medical reasons for a month or longer?	Initials	Initials	Initials	Initials
Are you currently under investigation or using medication or other treatment, or have you been advised to have further investigation, treatment, surgery, or referral to another doctor?	Initials	Initials	Initials	Initials

If "yes" applies to any of the above medical questions, please provide details below

Applicant #	Nature of Disorder	Date and Duration	Treatment and Result	Name of Doctor/Hospital

I DECLARE THAT I HAVE READ AND UNDERSTOOD THE MEDICAL QUESTIONS ABOVE, AND THAT THE STATEMENTS CONTAINED IN THIS APPLICATION ARE TRUE AND COMPLETE. I authorize any person to provide the administrator of the Group Policy(ies) with my medical information to process this application and any subsequent claim. I understand that I may be required to undergo a medical examination or tests such as a general blood profile. I acknowledge the need for this information and my authorization takes effect on the date this application is signed. I may withdraw my authorization at any time; however, doing so may result in insurance coverage not being offered and/or claims not being paid.

I have received the MPP brochure with the Notice on Privacy and Confidentiality (Notice). I authorize and instruct my Mortgage Broker and the carrier of Mortgage Information to provide the application and Mortgage Information to MPP for the purpose shown in the Notice (including sending me confirmation of this form and/or anything due to me by MPP). If I do not wish my personal information to be used in whole or part as described I can contact MPP at the phone number or address shown above.

I hereby apply for, or waive (as installed by me above), insurance under the Group Policy. I understand that this Application may be transmitted to the Insurer as an original or fax copy ("Submitted Application"), with a copy being as valid as the original, and the Submitted Application will form part of any contract of insurance issued. I can decline coverage, in writing, within 30 days of the mailing date of any coverage issued to me and I will receive a full refund of any premium I have paid. I agree to be bound by the terms and conditions of the Group Policy, including the Exclusions and Limitations, as outlined in my Certificate of Insurance. I understand that the Group Policy holder receives remuneration for performing administrative duties in respect of the Group Policy.

X	Applicant # 1 Signature	Date	DD / MM / YY	X	Applicant # 2 Signature	Date	DD / MM / YY

The date insurance begins is the later of the Requested Effective Date that you choose below and the date the Submitted Application is approved by the Insurer, as long as the first premium is paid when due. I/we would like our insurance to start:
 As soon as my/our application is approved. Not until the Mortgage Funding Date shown above.

Submit the application to:

Mortgage Protection Plan
 P.O. Box 987
 50 Charles Street East
 Toronto, Ontario M4Y 2N9

FAX: 1-866-677-4329

For assistance, call
1 (866) 677-4677

- 1 This number shows you if more than one application has been generated for your deal (i.e. more than two individuals are eligible to apply).
- 2 Indicate whether this is a brand new MPP client OR your client wants to change the MPP insurance that he or she already has.
- 3 All possible coverage options and the applicable premiums are shown in this grid. If your client(s) accept both life and disability coverage, then there's nothing to fill in here – the empty boxes remain empty. To **waive** coverage, have your customer initial in the appropriate box(es) below the "Life" or "Total Disability" heading
- 4 Attach a "VOID" cheque when you submit the form or complete the bank account information here. Remember that cheques with a lot of intense colour do not fax clearly. Consider enlarging a photocopy or just write the numbers on the application instead.
- 5 Have applicants answer the health questions by initialing in the appropriate boxes. **Do not** attempt to help, explain, or offer advice.
- 6 Your client can just write "Call Me" in this section. Providing these details on the application is optional.
- 7 Check that they have signed and dated at the bottom (to apply or waive).
- 8 Finally, your client chooses when protection will begin.

- Always give your client an MPP brochure (hard copy or pdf).
- Never take the risk of letting your client leave your office with an application that they haven't signed. They may well want to "think about it", but point out that the "60-day Free Look" feature means they can get protection today and it will cost nothing if they change their minds later on.
- Make it a habit to send us ALL your MPP forms (including waivers). That way, we will always have a copy on file should there be any sort of dispute in the years to come. Even if a customer refuses to sign the application, just write "Refused to Sign" across it and send that along too.

Appendix B – Eligible Applicants

This Appendix is effective from:

And shall remain in effect until: next Appendix issued by MPP

Eligible Applicant shall mean an individual who satisfies the eligibility criteria stated in the Policy.

Appendix C – Expense Allowances

Fees to Administrator

Where the Eligible Applicant is a resident of a province or territory which prohibits the payment of Expense Allowances to the Administrator, the Insurer agrees to pay to the Administrator the Processing Fees as shown in section 1.

Where the Eligible Applicant is a resident of another province or territory, the Insurer agrees to refund all costs of the Administrator in respect of the Policy, as determined by the Administrator, subject to the Maximum Expense Allowance described below.

The Administrator is entitled to receive either a Processing Fee or an Expense Allowance but not both.

In the event that GST, HST, or any similar tax is deemed to apply to any amounts payable by the Insurer to the Administrator, then all such amounts shall be inclusive of such taxes.

Maximum Expense Allowance

In no event shall the Expense Allowances paid by the Insurer to the Administrator exceed the maximum selected below for the Expense Allowance Option as shown in section 1 and as defined below:

Expense Allowance Option shown in Section 1	When Payable
Percentage	<p>The Maximum amount payable per certificate is equal to the percentage selected in Section 1 times the Premium collected by the Insurer in respect of the Certificate.</p> <p>It is payable as long as the Insured Person continues to pay premium under his Certificate up to a maximum of 60 months.</p>
Combo	<p>The Maximum amount payable per certificate is equal to the amount as outlined in Section 1.</p> <p>Any Upfront payments or Flat Fees, are payable upon approval by the Insurer of the MPP Application and payment of first monthly premium by Insured Person, provided that the Certificate remains in force throughout the Minimum Period.</p> <p>The percentage is payable as long as the Insured Person continues to pay premium under the applicable Policy. If Plan B is chosen, this pay period is limited to 60 months.</p>
Upfront	<p>The Maximum amount payable per certificate is equal to the amount as outlined in Section 1.</p> <p>Any Upfront payments or Flat Fees, are payable upon approval by the Insurer of the MPP Application and payment of first monthly premium by Insured Person, provided that the Certificate remains in force throughout the Minimum Period.</p>

The Minimum Period begins on the Effective Date of the Certificate and ends on the first anniversary of the Effective Date of the Certificate.

Any amounts received by the Administrator in respect of a Certificate which does not remain in force for the Minimum Period must be returned to the Insurer. The obligation to return this amount to the Insurer survives any termination of this Agreement. The Administrator agrees that MPP may offset any amounts to be returned under this paragraph against any other amounts payable to the Administrator under this Agreement.