Business Loan Insurance Plan – Life and Accidental Dismemberment Insurance

Distribution Guide



Name of Insurance Product:	Business Loan Insurance Plan
Type of Insurance Product:	Life insurance with <i>Accidental Dismemberment</i> insurance for sole and joint owners – electronic insurance application
Group Policy Number:	51000

Name and address of the insurer

Sun Life Assurance Company of Canada ("*the Insurer*") 227 King Street S. P.O. Box 638 Waterloo, Ontario N2J 4B8

Telephone: 1-877-271-8713 Fax: 1-866-923-8353

Email: creditorteam@sunlife.com

Name and address of the distributor

Royal Bank of Canada ("*RBC Royal Bank*") Insurance Service Centre P.O. Box 53, Postal Station A Mississauga, Ontario L5A 2Y9

Telephone: 1-800-769-2523 Fax: 1-800-864-6102

Email: isc@rbc.com

RBC Royal Bank Address

Responsibility of the Autorité des Marchés Financiers:

The Autorité des marches financiers does not express an opinion on the quality of the products offered in this guide. The *Insurer* alone is responsible for any discrepancies between the wording of the guide and the *Group Policy*.

Introduction

This distribution guide describes the features and benefits of Business Loan Insurance Plan Life and Accidental Dismemberment Insurance offered to the Business to protect the RBC Royal Bank business loans they applied for online. This document will help the Business decide if the protection available suits their specific insurance needs, without the need for insurance advisor services.

This distribution guide includes information specific to the insurance coverage mentioned in the Certificate of Life and Accidental Dismemberment Insurance, and for which the Business can be automatically approved.

This insurance is underwritten by Sun Life Assurance Company of Canada.

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Definitions

The following definitions will assist *you* in understanding the Certificate of Life and *Accidental Dismemberment* Insurance, and will have the following meaning when used herein. All capitalized terms found throughout *your* guide are defined as follows:

Accident means a bodily injury that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source.

Accidental Dismemberment means any of the following irrecoverable losses due to an Accident:

- an arm by severance through or above the elbow joint, or
- a hand by severance through or above the wrist joint, or
- a leg by severance through or above the knee joint, or
- a foot by severance through or above the ankle joint, or
- entire sight in one or both eyes.
- **Application** means *your* electronic request for life insurance under the *Group Policy* that *you* must complete and submit to *RBC Royal Bank* at the time *you* submit *your* online credit application.
- **Business** means any legal entity that provides a product or service to consumers for the expectation of profit, while operating in Canada.
- *Canadian Resident* means a person who lives and works in Canada at least six (6) months out of the year.
- *Effective Date of Coverage* means the date when funds under the original *Insured Loan* amount are advanced (in the case of revolving credit facilities, the date of the first draw on funds). The *Effective Date of Coverage* on any amount will be the date those funds are advanced.
- *Group Policy* means *Group Policy* Number 51000, issued by the *Insurer* to Royal Bank of Canada.
- *Hospital* means an institution which has been licensed to treat patients on an in-patient, outpatient and emergency basis, and which is operated under the supervision of a staff of *Physicians*.

- Insured Loan means the loan made to the Business by RBC Royal Bank at the time you submitted your Application and for which insurance has been approved. An Insured Loan is identified by an 8-digit loan number and includes any loan segments (identified by a separate 3-digit segment number) opened under the Insured Loan.
- *Insured Person* means an individual who is eligible for, has applied for, and has been approved for Business Loan Insurance Plan insurance coverage, and where the *Business* has paid the applicable insurance premium.
- *Multiple Dismemberment* means the irrecoverable losses due to an *Accident* of both legs, arms, hands, feet or entire sight in both eyes, or a combination of any two or more (e.g. one arm and one leg).
- *Physician* means a legally and professionally qualified medical practitioner practicing in Canada or the United States of America. The *Physician* providing the diagnosis or treating *you* must not be *you*, *your* relative, or a person who normally resides in *your* household.
- **Pre-Existing Condition** means a condition or health problem for which, in the twelve (12) months before the *Effective Date of Coverage, you* received *Treatment*.
- **Proof of Loss** means proof, satisfactory to the *Insurer*, that you sustained a loss covered under the *Policy* and that the loss occurred while your insurance was in force.
- Single Dismemberment means the irrecoverable loss due to an Accident of a leg, arm, hand, foot or entire sight in one eye. The loss of one arm or one leg is still considered a Single Dismemberment even though the loss included the hand or foot on that limb.
- **Treatment** means advice, consultation, care, surgery, diagnosis and/or service provided by a *Physician* or other health-care provider. This includes, but is not limited to, diagnostic measures, taking pills, injections or other forms of medication prescribed for a health condition.
- *you, your* means *you* if *you* submit an *Application* to *RBC Royal Bank* and are approved for coverage.

Description of Products Offered

Nature of Coverage

Business Loan Insurance Plan offers creditor's group insurance, and is designed to protect the insured indebtedness of *your* eligible *RBC Royal Bank* business loans in the event of death and *Accidental Dismemberment*.

Summary of Specific Features

Businesses Eligible for This Insurance

To qualify for life insurance coverage, the Business must:

- be domiciled and operate in Canada, and
- be indebted to RBC Royal Bank under a term loan, RoyFarm[®] Mortgage or revolving credit facility.

Loans Eligible for This Insurance

The following loan types, denominated in Canadian dollars, qualify for life insurance coverage:

- RBC Royal Bank Fixed and/or Variable rate term loans and demand loans,
- RoyFarm Mortgages, or
- any revolving credit facilities, by way of RBC Royal Bank prime based loans.

Persons Eligible for This Insurance

To qualify for life insurance coverage under *your Application* (without evidence of insurability), *you* must be submitting *your Application* at the same time that you are applying for *your* loan.

In addition, you must be:

- 18 years of age, but less than 65 years of age on the date of Application for life insurance,
- a Canadian Resident, and
- a sole or joint owner of the Business.

Are There Any Health Questions?

When *you* apply for this insurance online, *you* will not be required to answer any health questions. *You* cannot, however, obtain more than \$50,000 of life insurance coverage under *your Application*. To obtain additional coverage, *you* will be required to complete and submit a new Business Loan Insurance Plan application (Form 3460) and provide evidence of insurability satisfactory to the *Insurer*, if required.

When Business Loan Insurance Plan Coverage Begins

Provided that the eligibility requirements are met, your coverage under the Group Policy begins on the Effective Date of Coverage.

When Business Loan Insurance Plan Coverage Ends

Your coverage under the *Group Policy* ends on the **earliest** of the following dates:

- · when the Business is no longer domiciled or ceases to operate in Canada,
- when you are no longer a Canadian Resident,
- when you or the Business are no longer eligible for coverage,
- · when the Insurance Service Centre receives a written request from the Business to cancel this insurance,
- when the Insured Loan is closed,
- when the Insured Loan is assumed in writing by another person and/or Business,
- when all or part of the insurance premium is more than ninety (90) days overdue,
- when the Group Policy terminates,
- the last day of the month in which you turn age seventy (70), or
- when you die.

How is Coverage Allocated Within Multiple Segments?

Business Loan Insurance Plan is designed to cover multiple eligible business credit segments with one insurance amount. When an insurance application is approved on a specific 8-digit loan account, all current and future segments associated with that 8-digit loan account become the *Insured Loan*. Any coverage that is added to or removed from one *Insured Loan* segment will also automatically be added to or removed from all *Insured Loan* segments. Coverage that currently exists on *your* insured 8-digit loan account number will be applied to all eligible future borrowings that share the same 8-digit loan account number, up to *your* approved amount of \$50,000 life coverage approved automatically under *your* online *Application*, unless otherwise directed by *you* to *RBC Royal Bank* and accompanied by a newly completed and signed Business Loan Insurance Plan application (Form 3460).

Premiums will only be calculated based on the outstanding balances of each eligible *Insured Loan* segment and will be collected from each segment in the following order:

- all fixed and/or variable rate term loans and RoyFarm Mortgages,
- demand loans, then
- revolving credit facilities by way of RBC Royal Bank prime based loans.

If the *Business* has more than one of the same type of loan (i.e. more than one fixed or variable rate term loan, demand loan, mortgage or revolving credit facility), approved life and *Accidental Dismemberment* coverage will be allocated in the order above, starting with the **most recently** advanced loan segment.

As outstanding insured segment balances fluctuate, any available coverage is automatically applied to the next eligible *Insured Loan* segment.

Cost of This Insurance

Your life insurance premium rate is based on your:

- gender,
- smoking status at time of Application, and
- age at the time the premium is due.

To calculate *your* monthly life insurance cost, multiply the average daily outstanding balances during the billing period for *your Insured Loan* by the premium rate, then divide by 1,000.

Example:

For an *Insured Person* who is a 35 year old female non-smoker, monthly life premiums payable for an average daily outstanding balance of 50,000 would be 5.50 ($50,000 \times 0.11 \div 1,000 = 5.50$), plus any applicable taxes.

Monthly Premium Rates for Business Loan Insurance Plan Life Coverage

	Life†			
Age	Male		Female	
	Smoker	Non-smoker	Smoker	Non-smoker
18 – 29	\$0.14	\$0.10	\$0.10	\$0.09
30 - 32	\$0.15	\$0.11	\$0.12	\$0.10
33 - 35	\$0.17	\$0.12	\$0.13	\$0.11
36 - 38	\$0.20	\$0.14	\$0.16	\$0.12
39 - 40	\$0.25	\$0.16	\$0.19	\$0.13
41 – 42	\$0.29	\$0.19	\$0.22	\$0.15
43 - 44	\$0.34	\$0.22	\$0.25	\$0.17
45 – 46	\$0.39	\$0.27	\$0.28	\$0.20

	Life [†]			
Age	Male		Fer	nale
	Smoker	Non-smoker	Smoker	Non-smoker
47 – 48	\$0.45	\$0.32	\$0.32	\$0.23
49 – 50	\$0.56	\$0.37	\$0.36	\$0.27
51 – 52	\$0.66	\$0.42	\$0.42	\$0.31
53 - 54	\$0.76	\$0.48	\$0.48	\$0.35
55	\$0.85	\$0.52	\$0.54	\$0.38
56	\$0.93	\$0.57	\$0.61	\$0.41
57	\$1.00	\$0.62	\$0.66	\$0.45
58	\$1.07	\$0.68	\$0.72	\$0.49
59	\$1.14	\$0.75	\$0.78	\$0.53
60	\$1.22	\$0.83	\$0.84	\$0.58
61	\$1.34	\$0.93	\$0.90	\$0.62
62	\$1.48	\$1.03	\$0.96	\$0.67
63	\$1.63	\$1.13	\$1.02	\$0.74
64	\$1.81	\$1.24	\$1.08	\$0.82
65◊	\$2.00	\$1.34	\$1.14	\$0.91
66◊	\$2.19	\$1.47	\$1.20	\$1.01
67°	\$2.38	\$1.62	\$1.30	\$1.10
68 [◊]	\$2.60	\$1.78	\$1.44	\$1.18
69 [◊]	\$2.84	\$1.94	\$1.60	\$1.28

*Monthly life premium rates shown above are for each \$1,000 of insurance (plus any applicable taxes).

° Renewal rates applicable only to Insured Persons who have reached age 65 – 69 on the premium due date.

The insurance premium for the *Insured Loan* is due and payable at the same frequency and schedule as the regular loan payment. Premiums rates are subject to change with 60 days written notice to the *Business*.

Life Insurance Coverage

What is the Life Insurance Benefit?

If you die, on approval of the claim, the *Insurer* will pay to *RBC Royal Bank* a life insurance benefit that will be applied to the outstanding balance of your *Insured Loan(s)*. The life insurance benefit payable may be less than the outstanding debt.

For all fixed and variable rate term loans, demand loans and RoyFarm Mortgages, the life insurance benefit will be the outstanding insured balance of the *Insured Loan(s)* as of the date of death, plus interest calculated at the loan interest rate(s), to a maximum of one (1) year from the date of death to the date of payment by the *Insurer*.

For revolving credit facilities, the life insurance benefit will be the lesser of:

- the outstanding insured balance as of the date of death, or
- the average monthly insured balance (based on the outstanding *Insured Loan* balance for the twelve (12) month period immediately prior to the month in which death occurs),

plus interest calculated at the loan interest rate(s), to a maximum of one (1) year from the date of death to the date of payment by the *Insurer*.

What is the Maximum Life Insurance Benefit Amount?

The maximum life insurance benefit under the *Group Policy* for any one *Insured Person* is \$1,000,000 for all loans. The maximum life insurance benefit for the loan insured under Form 3460A is limited to \$50,000.

Accidental Dismemberment Insurance Coverage

What is the Accidental Dismemberment Insurance Benefit?

If you suffer an Accidental Dismemberment within three hundred and sixty-five (365) days of an Accident, on approval of the claim, the Insurer will pay to RBC Royal Bank an Accidental Dismemberment insurance benefit that will be applied to the outstanding balance of the Insured Loan(s).

For a Single Dismemberment, the insurance benefit will be 50% of the total outstanding insured balance of the *Insured Loan(s)* as of the date of the irrecoverable loss, plus interest calculated at the loan interest rate(s), to a maximum of one (1) year from the date of loss to the date of payment by the *Insurer*.

For a Multiple Dismemberment, the insurance benefit will be the total outstanding insured balance of the *Insured Loan(s)* as of the date of the irrecoverable loss, plus interest calculated at the loan interest rate(s), to a maximum of one (1) year from the date of loss to the date of the payment by the *Insurer*.

What is the Maximum Accidental Dismemberment Insurance Benefit Amount?

- The maximum *Single Dismemberment* insurance benefit under the *Group Policy* for any one *Accident* on any *Insured Person* is \$25,000.
- The maximum *Multiple Dismemberment* insurance benefit under the *Group Policy* for any one *Accident* on any *Insured Person* is \$50,000.

CAUTION – EXCLUSIONS, RESTRICTIONS OR REDUCTIONS IN COVERAGE

The Insurer may void your insurance coverage in the following situations:

- you or your loan were not eligible for life insurance coverage at the date of Application,
- you made any concealment, misrepresentation or false declaration (including smoking status) concerning your Application (or any subsequent application for an increase in coverage) or any claim.

Life Insurance Coverage Exclusions

No benefit will be paid if you die and:

- death is due to a Pre-Existing Condition and if death occurs in the first twelve (12) months following the Effective Date of Coverage,
- death is a result of suicide within two (2) years from the *Effective Date of Coverage* on any amount of insurance. In this case, the *Insurer's* liability will be limited to a refund of premiums.
- · death is directly or indirectly caused or contributed to by your:
 - participation or attempted participation in a criminal offence,
 - impairment by illegal or illicit drugs or *your* blood alcohol concentration exceeds 80 milligrams of alcohol in 100 millilitres of blood (0.08), or
 - operating a motorized vehicle or vessel while *you* are impaired by illegal or illicit drugs or *your* blood alcohol concentration exceeds 80 milligrams of alcohol in 100 millilitres of blood (0.08).

Life Insurance Coverage Limitation

The maximum life insurance benefit for the loan insured under Form 3460A without evidence of insurability is limited to \$50,000.

If two or more *Insured Persons* insured under the same *Insured Loan* die as a result of a common *Accident*, the maximum life insurance benefit will, in aggregate, not exceed \$1,000,000. In no case will the *Insurer* pay more than the *Business's* outstanding *Insured Loan* balance(s) owing at date of death, to a maximum of \$1,000,000.

In no event will the amount paid by the *Insurer* exceed the amount owed to *RBC Royal Bank*.

Accidental Dismemberment Insurance Coverage Exclusions

No benefit will be paid for an Accidental Dismemberment if you suffer a loss and:

- the loss is the result of intentional self-inflicted injuries,
- the Accidental Dismemberment is directly or indirectly caused or contributed to by your:
 - participation or attempted participation in a criminal offence,
 - impairment by illegal or illicit drugs or *your* blood alcohol concentration exceeds 80 milligrams of alcohol in 100 millilitres of blood (0.08), or
 - operating a motorized vehicle or vessel while *you* are impaired by illegal or illicit drugs or *your* blood alcohol concentration exceeds 80 milligrams of alcohol in 100 millilitres of blood (0.08),
- *your* injury fails to meet the definition of an *Accidental Dismemberment* within three hundred sixty five (365) days following the date of the *Accident*.

Accidental Dismemberment Insurance Coverage Limitations

If you die as a result of an Accident, then only the life insurance benefit will apply and the Accidental Dismemberment insurance benefit will not be payable.

Rescission

How to Rescind the Insurance Coverage

Business Loan Insurance Plan insurance coverage is optional and can be rescinded at any time. To rescind this insurance, *you* must contact the Insurance Service Centre at 1-800-ROYAL 2-3 (1-800-769-2523) to complete a rescission request. When calling the Insurance Service Centre, please have the Business Client Card Number, Branch Transit and the Loan Account Number(s) available. In the event this insurance is rescinded, the final premium will be adjusted to reflect insurance premiums up to and including the date the signed rescission request is received by the Insurance Service Centre.

Rescission in the First 30 Days

The Act respecting the distribution of financial products and services allows you to rescind an insurance contract with no penalty, within ten (10) days of its signature. In the case of this program, if you rescind your insurance contract within thirty (30) days of the *Effective Date of Coverage*, a full refund of any premiums paid will be issued to your Business, provided that no claim has been made. To rescind this insurance, you may use the form provided on page 14 of this distribution guide.

After the 30-day review period, there will be no premium refund, except where premiums may have been collected in error.

Claims

Submission of a Claim

When calling the Insurance Service Centre, the claimant will be asked to provide the Business Client Card Number, Branch Transit and the Loan Account Number along with some general claim information over the telephone.

Notifying and providing the Insurance Service Centre with *Proof of Loss* as quickly as possible will help to avoid an unnecessary delay in the payment of benefits. The *Business* is responsible for regular business loan payments until the claim is approved by the *Insurer*.

Please note the following limitation periods to submit claims to the Insurance Service Centre:

- Life claims as soon as possible,
- Accidental Dismemberment claims within ninety (90) days of the date of loss.

Insurer's Reply

The Insurer will notify the claimant in writing of a decision to approve or decline your claim.

If additional information is required, the claimant will receive a letter from the *Insurer* requesting the information. The *Insurer* shall provide a written claim decision within thirty (30) days of their receipt of all the outstanding information requested.

Should a claim be declined, the Insurer will state the reasons for the decision in writing.

Appeal of an Insurer's Decision and Recourses

If the *Insurer* denies *your* initial claim, the claimant and/or *Business* may appeal the decision. The appeal must be made in writing and should include any new information that is material to the *Insurer's* decision but had not been previously submitted to them for review. The appeal must be submitted no later than ninety (90) days from the date of the *Insurer's* letter declining the claim.

The claimant or the Business may consult the Autorité des marchés financiers or an independent legal advisor about the appeal.

Legal Actions/Deadlines

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract must be taken within the time set out in legislation in the province of Quebec.

Similar Products

Sun Life Assurance Company of Canada provides this creditor's group life insurance with *Accidental Dismemberment* insurance for sole and joint owners exclusively to *RBC Royal Bank*. Other types of insurance to cover business loan repayments may be available on the market.

Additional Information

How Coverage is Documented

The terms and conditions governing *your* insurance under the *Group Policy* are set out in the following documents and provided to *you*, pursuant to the online insurance *Application* process:

- the Business Loan Insurance Plan Application, and
- the Business Loan Insurance Plan Certificate of Life and Accidental Dismemberment Insurance.

You will receive no other letters from the Insurer or RBC Royal Bank.

Requesting Copies of Documents

On request, *you*, or the claimant acting on the *Business's* behalf, will be provided with a copy of this distribution guide, the *Application*, the Certificate of Life and *Accidental Dismemberment* Insurance or the *Group Policy*, as required by legislation. The first copy will be provided at no cost, but a fee may be charged for subsequent copies.

Questions Concerning Your Coverage

If more information regarding Business Loan Insurance Plan is needed, *you* are encouraged to contact the Insurance Service Centre at:

Address	Telephone
Royal Bank of Canada (" <i>RBC Royal Bank</i> ") Insurance Service Centre	1-800-769-2523
P.O. Box 53, Postal Station A Mississauga, Ontario L5A 2Y9	Fax 1-800-864-6102
	Email
	isc@rbc.com

Referral to the Autorité des Marchés Financiers

For more information about the obligations of insurers and distributors to consumers, *you* can contact the Autorité des marchés financiers at the following addresses and telephone numbers:

Address

L'Autorité des marchés financiers Place de la Cité, Tour Cominar 2640, boul. Laurier, bureau 400 Québec, Québec G1V 5C1

Website

www.lautorite.qc.ca

Telephone

Montréal: 514-395-0337 Québec: 418-525-0337 Toll Free: 1-877-525-0337

Fax

418-525-9512

Confidentiality

A Message from Sun Life Assurance Company of Canada (Sun Life Financial) - the Insurer

Respecting *your* privacy is a priority for the Sun Life Financial group of companies. We keep in confidence personal information about *you* and the products and services *you* have with us to provide *you* with investment, retirement and insurance products and services to help *you* meet *your* lifetime financial objectives. To meet these objectives, we collect, use and disclose *your* personal information for purposes that include underwriting; administration; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements; and we may tell *you* about other related products and services that we believe meet *your* changing needs. The only people who have access to *your* personal information are our employees, distribution partners such as advisors, and third-party service providers, along with our reinsurers. We will also provide access to anyone else *you* authorize. Sometimes, unless we are otherwise prohibited, these people may be in countries outside Canada, so *your* personal information may be subject to the laws of those countries. *You* can ask for the information in our files about *you* and, if necessary, ask us in writing to correct it. To find out more about our privacy practices, visit www.sunlife.ca/privacy.

You may also contact the Insurer at:

Telephone: 1-877-271-8713

Sun Life Assurance Company of Canada Creditor Insurance 227 King Street South P.O. Box 638, Station Waterloo Waterloo, Ontario Canada N2J 4B8

A Message from Royal Bank of Canada

RBC Royal Bank administers this insurance on behalf of the *Insurer* through its subsidiary, RBC Insurance Services Inc. (the Insurance Service Centre). RBC Insurance Services Inc. will also establish files concerning Business Loan Insurance Plan insurance. Information regarding the administration and servicing of the insurance coverage including the insurance application will be held by RBC Insurance Services Inc. RBC Insurance Services Inc. may use service providers located within or outside Canada. In the event the service provider is located outside of Canada, the service provider is located. Access to *your* file is restricted to only those employees, representatives and service providers of *RBC Royal Bank* and RBC Insurance Services Inc. who are responsible for servicing and administering *your* Business Loan Insurance Plan coverage. In addition, *your* file will be accessible to any other person whom *you* have authorized. *Your* file will be kept in the offices of RBC Insurance Service Inc. and its service providers. *You* have certain rights of access to the personal information in *your* file. If we have information that is not correct, *you* can request to have it rectified by writing to RBC Insurance Services Inc. at the address provided on the cover page of this document.

Notice of Rescission of an Insurance Contract

Notice Given by a Distributor

Article 440 of the Act respecting the distribution of financial products and services

The Act Respecting the Distribution of Financial Products and Services Gives You Important Rights

- The Act allows you to rescind an insurance contract that you have just entered into when entering into another contract, without penalty, within 10 days of its signature. However, the *Insurer* allows you to rescind insurance coverage, without penalty, within 30 days of the *Effective Date of Coverage*. To do so, you must give the *Insurer* notice by registered mail within that delay. 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 this insurance contract; contact your distributor or consult your contract.
- After expiry of the 30-day delay, *you* may rescind the insurance at any time; however, penalties may apply.

Articles 439, 440, 441, 442 and 443 of the Act are reproduced on the back of this notice.

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

The distributor must first complete this section. This document must be sent by certified or registered mail.

To: SUN LIFE ASSURANCE COMPANY OF CANADA

Name of Insurer

227 King Street South, P.O. Box 638, Waterloo ON N2J 4B8

Address of Insurer

Pursuant to Article 441 of the Act respecting the distribution of financial products and services, I hereby rescind the Business Loan Insurance Plan Certificate of Life and Accidental Dismemberment Insurance issued under group master policy number 51000.

RBC Royal Bank Client Card Number:			
2			
Loan Account Number:			
Date:			
bute.	Date of sending notice		
Entered into on:			
	Date of signature of contract		
In:			
	Place of signature of contract		
	Client Name (Print)	Client Signature	

Articles 439, 440, 441, 442 and 443 of the Act

Art. 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.

Art. 440. A distributor that, at the time a contract is made, causes the client to make an insurance contract must give the client a notice, drafted in the manner prescribed by regulation of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

Art. 441. A client may rescind an insurance contract made at the same time as another contract, within 10 days of signing it, by sending notice by registered or certified mail.

Where such an insurance contract is rescinded, the first contract retains all its effects.

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

However, a contract may provide that the rescission or cancellation of the insurance contract will entail, for the remainder of the term, the loss of the favourable conditions extended because more than one contract was made at the same time.

Art. 443. A distributor that offers financing for the purchase of goods or services and that requires the debtor to subscribe for insurance to guarantee the reimbursement of the loan must give the debtor a notice, drawn up in the manner prescribed by regulation of the Authority, stating that the debtor may subscribe for the 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 reduction of the debtor's rights.

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