Distribution Guide

Name of the insurance product International Student Health Insurance

Type of insurance product

Travel Insurance (Individual Insurance)

Name and address of the Insurer

Royal & Sun Alliance Insurance Company of Canada 18 York Street Suite 800 Toronto, Ontario M5J 2T8 Tel: 1-888-877-1710

Name and address of the distributor

Royal & Sun Alliance Insurance Company of Canada 1910 King Ouest, Suite 200 Sherbrooke, Quebec J1J 2E2 Tel: 1-866-662-1600

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. Throughout this distribution guide the words "you" and "your" refers to the applicant and the words "we", "us" and "our" refers to Royal & Sun Alliance Insurance Company of Canada.

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1. INTRODUCTION

This distribution guide gives you a description of the International Student Health Insurance. It aims to provide you simple information on this insurance product. It was drafted to allow you to determine, without the assistance of an insurance adviser, if this insurance product is right for you.

You will find at section 2 the description of the International Student Health Insurance, its options, its features, its exclusions and other useful information.

At section 3, you will find details on how to submit a proof of claim for the International Student Health Insurance.

Finally, you will find definitions for various words found in **bold** in the Definitions section of this distribution guide.

2. DESCRIPTION OF INSURANCE PRODUCT OFFERED

2.1 <u>Nature of guarantee</u>

Our International Student Health Insurance allows you to be covered for health and hospitalization risks while being a student in Canada.

It is possible to purchase family coverage to protect your **spouse** and **children**.

Note that the words "**spouse**" and "**children**" are in **bold**. It means that we have defined these expressions in Section 6 Definitions of this distribution guide.

2.2 <u>Conditions of eligibility</u>

In order to be eligible for coverage under the International Student Health Insurance, the **insured** must meet all of the following criteria:

- a) You are 65 years old or less;
- b) You are not eligible for a provincial or territorial government health insurance plan in Canada; and
- c) You are a student and provide proof of admission in a recognized Canadian institution of learning; or
- d) You are a student completing post-doctorate research in a recognized Canadian institution of learning.
 - 2.3 <u>Summary of specific features and coverage options</u>

The International Student Health Insurance ("Health and Hospitalization Insurance") offers you the following medical benefits.

Upon prior approval from **Global Excel**, we will reimburse you the **reasonable and customary costs** for the following services in the case of a **sickness** or **injury** occurring while in your **province or territory of residence**. We will also provide the coverage in case of an **emergency** occurring while on a temporary visit outside your **province or territory of residence**. (For limitations on visits, see section 2.7 End of insurance coverage). While on a temporary visit, coverage is limited to one emergency per diagnosis and related conditions.

We will only reimburse you for eligible expenses up to that amount shown in the schedule of fees for non-Canadian residents set by the government health insurance plan in the province or territory where you receive medical treatment and only in excess of those reimbursable by any other insurance contract or health plan (group, individual or government) under which you are entitled to benefit.

Hospital Accommodation - Up to the semi-private room rate (or intensive or coronary care unit where medically necessary), up to 60 days	Psychiatric Treatment - Up to \$10,000
Physician Charges	Annual Medical Examination - Up to one annual medical examination and related laboratory tests
Diagnostic Services	Maternity
Eye Examination - One examination	Psychologist - Up to \$500 for outpatient consultations
Paramedical Services - Up to \$500 per profession	Prescription Drugs - Up to \$10,000
Private Duty Nursing - Up to 60 days as an alternative to hospitalization, up to a daily rate for a public ward stay	Medical Appliances
Treatment of Dental Accidents - Up to \$1,000	Emergency Treatment Outside the Province
Ambulance Services	Emergency Air Transportation
Preparation and Return of Remains - Up to \$10,000, or up to \$4,000 (for cremation and/or burial at the place of death)	Accidental Death - \$10,000
Accidental Dismemberment or Total Permanent Loss of Use - See Section 2.4 for more details	

Some of those individual benefits are subject to additional conditions, please review the insurance policy for specific details.

2.4 The amount of coverage

What is the amount of coverage?

Medical Benefits:	
Health and Hospitalization Insurance	\$ 1 million
	per insured
Accidental Death and Dismemberment Insurance:	
- Loss of both hands or both feet	\$10,000
- Loss of sight in both eyes (complete loss)	\$10,000
- Loss of one hand or one foot and sight in	\$10,000
one eye (complete loss)	
- Loss of one arm or one leg	\$7,500
- Loss of one hand or one foot	\$5,000
- Loss of sight in one eye (complete loss)	\$1,500
- Loss of thumb or index finger	\$1,000
- Accidental Death	\$10,000

2.4.1 The amount of the premiums

The required premium is due and payable at the time of the application and will be determined according to the schedule of premium rates then in effect.

If the premium is insufficient for the period of coverage selected, we will:

- a) Charge and collect any underpayment; or
- b) Alter the policy period to coincide with the premium paid.

Coverage will be null and void if we don't receive your premium, if your cheque is not honored for any reason, if credit card charges are invalid or if no proof of your payment exists.

2.4.2 Term of the contract

The policy period for your Health and Hospitalization Insurance will vary according to the option of coverage you choose as indicated on the application, and can be up to 365 days.

Your Health and Hospitalization Insurance coverage will automatically be extended under the following conditions:

- A) If the expenses are occurring within Canada:
 - a. up to an overall **hospital** stay of 60 days without additional premium if your **hospital** stay is prolonged beyond the period for which the insurance was purchased due to your **hospitalization** for a covered **sickness** or **injury** on the termination date indicated on your confirmation of insurance for the same **sickness** or **injury** for which you were initially **hospitalized**.
 - b. up to 72 hours if a late train, boat, bus, plane or other vehicle in which you are a passenger causes you to miss your scheduled return to your **country of origin**, including by reason of inclement weather or if the vehicle in which you are travelling is involved in a traffic accident or mechanical breakdown.
- B) If the expenses are occurring outside of Canada:
 - a. up to an overall stay duration of 60 days without additional premium if your **hospital** stay is prolonged beyond the period for which insurance is provided for travel outside Canada (see section 2.7 for more details) due to your **hospitalization** for a covered **sickness** or **injury** on the termination date of coverage for the same **sickness** or **injury** for which you were originally **hospitalized**.
 - b. up to 72 hours if a late train, boat, bus, plane or other vehicle in which you are a passenger causes you to miss your scheduled return to Canada,

including by reason of inclement weather or if the vehicle in which you are travelling is involved in a traffic accident or mechanical breakdown.

2.5 <u>Reissuance procedures and conditions</u>

Extensions

Providing **you** remain eligible for insurance (see Section 2.2 – Conditions of Eligibility), a new policy of up to 365 days may be purchased if **you** are extending **your** studies. Extensions of coverage must be purchased prior to the expiry date of **your** existing coverage. The **Insurer** reserves the right to decline an application or any request for an extension of coverage.

Purchase of a New Policy

A new policy may be purchased after the expiry date of **your** existing policy with us; however a new policy will be issued under the new policy terms, conditions and premium rates in effect. A new effective date for policy exclusions will also apply.

2.6 Exclusions, restrictions or reductions in coverage

CAUTION

EXCLUSIONS

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

- Sickness or injury that is confining you to hospital or that is under active treatment on the effective date of the policy. This exclusion will be waived if this policy is purchased prior to the expiry date of an existing International Student Health Insurance issued by RSA to take effect on the day following such expiry date.
- Sickness that occurs during the first 30 days following the effective date of insurance, if application for insurance is made and paid more than 30 days after you become eligible for insurance under this plan (see 2.2 Conditions of Eligibility), or if the premium for this policy is paid after the expiry date of the previous policy.
- Sickness or injury for which in the 90 days prior to the effective date:
 - a) Symptoms appeared;
 - b) You sought the attention of a physician;
 - c) You were diagnosed or treated; or
 - d) Medication was prescribed or altered.

This exclusion does not apply to asthma, diabetes or epilepsy.

This exclusion will be waived if this policy is purchased prior to the expiry date of an existing International Student Health Insurance already issued by RSA to take effect on the day following such expiry date.

- Chemotherapy and radiotherapy treatment unless approved in advance by Global Excel.
- The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and prescription resulting therefrom.
- Flight Accident (unless you are travelling as a fare-paying passenger on a commercial airline).
- Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a physician by telephone or email.
- Acupuncture, massage therapy, elective treatment or surgery, cosmetic or plastic surgery, whether or not for psychological reasons unless required as the result of injury incurred while this policy is in force.
- Dental Treatment, oral surgery or any related procedures, unless as otherwise covered under the Treatment of Dental Accident benefit.
- Pregnancy, childbirth, voluntary termination of pregnancy and any complications thereof except as otherwise covered under the Maternity benefit.
- Your participation in and/or voluntary exposure to any risk from: war or act of war, declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
- Committing or attempting to commit an illegal act or a criminal act.
- Suicide (or any attempt) self-inflicted injury.
- Medication, drugs or toxic substance abuse or overdose; alcohol abuse, alcoholism or any accident while you are impaired by drugs or alcohol or have an alcohol concentration that exceed 80 milligrams in 100 milliliters of blood.

- Drugs:
- a. The purchase of drugs and medication (including vitamins) which are commonly available without a prescription, which are not legally registered and approved in Canada or which are not medically necessary;
- b. Preventive medicines or vaccines;
- c. Acne medications, baldness remedies, nicotine resin products, dietary supplements or weight loss products;
- d. All types of contraceptives, pregnancy tests, fertility drugs or testing or drugs for the treatment of erectile dysfunction; or
- e. Pharmaceutical products and drugs covered by another organization.
- Participation:

a) as a professional athlete in a sporting event including training or practice. (Professional means a person who engages in an activity as one's main paid occupation);

b) in any motorized race or motorized speed contest;

c) in scuba diving (unless you hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.

- Renal dialysis or any type of organ transplants.
- Rehabilitation and convalescent homes or holidays for recuperative purposes.
- Non-compliance with any prescribed medical treatment (as determined by us) or failure to carry out physician's instructions.
- Treatment or surgery during your stay when your visit is undertaken for the purpose of securing or with the intent of receiving medical or hospital services, whether or not such visit is done on the advice of physician or surgeon.
- Emergency air transportation unless approved and arranged in advance by Global Excel.
- Expenses incurred as a result of symptomatic or asymptomatic HIV infection, HIV-related conditions and AIDS (Acquired Immune Deficiency Syndrome), including any associated diagnostic test or charges.
- Any sickness, injury or medical condition you suffer or contract, or any loss you incur in a specific country, region or area for which the Government of Canada, including Foreign Affairs, Trade and Development Canada, has issued a travel advisory or formal notice, before your departure date, advising travellers to avoid non-essential travel or to avoid all travel to that specific

country, region or area. If the travel advisory or formal notice is issued after your departure date, your coverage under this policy in that specific country, region or area will be limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary for you to safely evacuate the country, region or area.

- Any administrative fees or charges above those specified in this policy.
- Self exposure to exceptional risk, hazardous pursuits or occupations.

IN THE EVENT OF HOSPITALIZATION

You must contact **Global Excel** within 48 hours of admission:

From Canada and the U.S., call toll free 1-800-715-8833

From Mexico, call toll free 001-800-514-7798

From anywhere else, call collect +1-819-566-

8839

For more details on the claim procedure, please see the "Proof of Loss or Claim".

Global Excel must approve in advance any surgery, invasive procedure, diagnostic testing or treatment (including, but not limited to, cardiac catheterization), prior to the **insured** undergoing such surgery, procedure, testing or treatment. It remains your responsibility to inform your attending **physician** to call **Global Excel** for approval, except in extreme circumstances where such action would delay surgery required to resolve a life threatening medical crisis.

Failure to notify Global Excel within 48 hours of your admission to hospital limits benefits to 80% of eligible expenses.

You will be responsible for payment of any remaining charges.

LIMITATIONS

Transfer or Medical Repatriation

While on a temporary visit outside your **province or territory of residence**, during an **emergency** (whether prior to admission, during a **hospitalization** or after your release from the **hospital**), we reserve the right to:

- a) Transfer you to one of our preferred health care providers; and/or
- b) Return you to your **province or territory of residence** for the **medical treatment** of your **sickness** or **injury** without danger to your life or health.

Global Excel will make every provision for your medical condition when choosing and arranging the mode of your transfer or return and, in the case of a transfer, when choosing the **hospital**. If you choose to decline the transfer or return when declared medically **stable** by the **insurer**, we will be released from any liability for expenses incurred for such **sickness** or **injury** after the proposed date of transfer or return.

In case of medical condition that requires complex, continuous and prolonged care

We will reimburse the **reasonable and customary costs** to return you to your **country of origin** if your medical condition requires complex, continuous and prolonged care due to an eligible **sickness** or **injury** during the policy period. If you refuse the repatriation to your **country of origin**, we will not be liable for expenses incurred for such **injury** or **sickness** after the proposed date of repatriation.

Benefits Limited to Incurred Expenses

If any of the benefits are duplicated under a similar benefit or under another insurance coverage in this policy or another policy issued by the Insurer, the maximum you are entitled to is the largest amount specified under any one benefit or insurance coverage. The total amount paid to you from all sources cannot exceed the actual expense you incur.

Benefits limited to Reasonable and Customary Cost

If you pay eligible expenses directly to a health service provider, these services will be reimbursed to you on the basis of the reasonable and customary costs that would have been paid directly to the provider by the Insurer. You would be responsible for any difference in these amounts.

Other insurance

This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health

insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing hospital, medical or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province of residence that are in excess of the amounts for which an insured is insured under such other coverage.

All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the **insurer** seek to recover against employment related plans if the lifetime maximum for all in-country and outof-country benefits is \$50,000 or less.

Misrepresentation and Non-Disclosure

The entire coverage under this policy shall be void if the **insurer** determines, whether before or after loss, you have concealed, misrepresented or failed to disclose any material facts or circumstances concerning this policy or your interest therein, or if you refuse to disclose information or permit the use of such information, pertaining to any of the insureds under this contract of insurance.

2.7 End of insurance coverage

The coverage under your Health and Hospitalization Insurance will terminate at different times depending on the period of coverage you have chosen.

Your coverage terminates on the earliest of the following dates:

- a) 365 days after the effective date of your insurance as shown on your confirmation of insurance; or
- b) 11:59 p.m. (local time) on the expiry date indicated on the confirmation of insurance; or
- c) 11:59 p.m. (local time) on the date calculated by the Insurer, due to an incorrect premium payment;
 or
- d) The date the **principal insured** permanently leaves the recognized Canadian institution of learning;
- e) The date that you become eligible for a provincial or territorial government health insurance plan in Canada;
- f) The date you reach age 66; or
- g) The date that you cease to be a spouse or a child of the **principal insured**;
- h) The date that coincides with the 15th day of stay outside your province or territory of residence (insurance can be reinstated on the date you return to

Canada);

- i) The date that coincides with the 91st day of a stay in your country of origin, or in another province or country while participating in a training program (insurance can be reinstated on the date you return to Canada); or
- j) Notwithstanding i), the date that coincides with the 15th day of a stay in the United States, regardless of the purpose of the trip (insurance can be reinstated on the date you return to Canada).
 - 2.8 <u>Cancellation of the insurance</u>
 - 2.8.1 Statutory Cancellation Right

You may cancel the policy within the first 10 days without any fees or penalties by sending us by registered mail the notice found at Appendix A.

You will not however be able to cancel the policy if you have purchased it in the 11 days before your stay.

2.8.2 Other Cancellation

We may refund you a prorata portion of your unused premium if:

- i) The required visa necessary for your admission to a recognized Canadian institution of learning has been refused;
- ii) The **principal insured** permanently leaves the recognized Canadian institution of learning;
- iii) You permanently return to your country of origin; or
- iv) You become eligible for a provincial or territorial government health insurance plan in your **province or territory of residence**.

2.9 Other Information

You can obtain more information about the International Student Health Insurance, or obtain a copy of the policies, by contacting Royal & Sun Alliance Insurance Company of Canada at 1-866-662-1600.

We cannot be held responsible for the availability or quality of any **medical treatment** (including the results thereof) or transportation at the vacation destination, or your failure or inability to obtain **medical treatment**.

3. **PROOF OF LOSS OR CLAIM**

At this section of the distribution guide, you will find the details about the procedure to submit a claim under the International Student Health Insurance.

We will pay you all money payable under this insurance within 60 days after we have received proof of claim

In the event we refuse your claim or we can't agree to the settlement of such claim, you may consult with an independent legal advisor or contact the Autorité des marchés financiers (see contact information at section 5).

In addition to the details provided below for specific claims, **Global Excel** may ask you to provide additional evidence to support your claim. Any information not provided may lead to a delay in processing your claim. We are not responsible for any charge levied in relation to any such documents.

Any pertinent documents relating to your claim must be sent to:

Global Excel Management Inc. 73 Queen Street Sherbrooke, Québec J1M 0C9 All sums in this policy are in Canadian currency unless otherwise indicated. If you have paid any covered expenses, we will reimburse you in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. We do not pay you any interest.

3.1 How to file a Claim:

You are responsible to provide all the documents outlined below and for any charges levied for these documents.

- a) Any notice of claim or correspondence concerning a claim must include your policy number, the patient's name and date of birth.
- b) Submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and types of treatment, and the name of the medical facility and/or **physician**.
- c) Receipts for prescription drugs must indicate the name of the prescribing **physician**, prescription number, name of preparation, date, quantity and total cost.

If you refuse or fail to sign the medical authorization form or refuse to provide any information pertinent to your claim, it may result in a delay in processing your claim.

4. SIMILAR PRODUCTS

Other travel insurance products on the market have similar insurance coverage as that described in this distribution guide.

5. **REFERRAL TO THE AMF**

For additional information regarding Royal & Sun Alliance Insurance Company of Canada's obligations to you, please contact the AMF at:

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

Québec City: 418-525-0337 Montréal: 514-395-0337 Toll-free: 1-877-525-0337 Fax: 418-525-9512

6. **DEFINITIONS**

"Accident" means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily **injury**.

"**Child**(**ren**)" means an unmarried natural, adopted or stepchild of the **insured person** or his or her eligible **spouse** who is, at the date of purchase, dependent on the **insured person** or his or her eligible **spouse** for support and is:

a) 21 years of age and under; or

- b) A full-time student who is under 26 years of age; or
- c) Of any age with a permanent physical impairment or a permanent mental disability.

"**Country of Origin**" means the country for which you hold a passport. Where you hold more than one passport, the country of origin will be taken to mean the country that you declared on the application form.

"Elective Treatment" means any treatment that is not medically necessary.

"Emergency" means that you require immediate medical treatment for the relief of acute pain or suffering resulting from an unexpected and unforeseen sickness or injury occurring in Canada or while on a temporary trip outside Canada and that such medical treatment cannot be delayed until your return to your country of origin.

"Global Excel" means the company appointed by the Insurer to provide medical assistance and claim services.

"Hospital" means an institution which is designated as a hospital by law; which is continuously staffed by one or more **physicians** at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of **sickness** or **injury** in the acute phase, or active treatment of chronic conditions; which has facilities for diagnosis, major surgery and in-patient care. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities whether separate from or part of a regular general hospital, or a facility operated exclusively for the treatment of persons who are mentally ill, aged, drug or alcohol abusers.

"**Immediate Family Member**" means your mother, father, sibling, child, spouse, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law and brother-in-law.

"**Injury**" means an unexpected and unforeseen harm to the body caused by an **accident**, occurring while on a **covered trip** and requiring immediate **emergency** treatment that is covered by this policy.

"**In-Patient**" means a patient who occupies a **hospital** bed for more than 24 hours for **medical treatment** and for which admission was recommended by a **physician** when **medically necessary**.

"**Insured Person**" means the person who is named as the insured person on the confirmation of insurance for which the appropriate premium has been paid.

"**Insurer**" means Royal & Sun Alliance Insurance Company of Canada who provides this insurance.

"Medical Treatment" means any reasonable procedure which is medical, therapeutic or diagnostic in nature, which is medically necessary and which is prescribed by a **physician**. Medical treatment includes **hospitalization**, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the **sickness**, **injury** or symptom.

"**Medically Necessary**", in reference to a given service or supply, means such service or supply:

- a) is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b) is not experimental or investigative in nature;
- c) cannot be omitted without adversely affecting your condition or quality of medical care;
- d) cannot be delayed until you return to your **country of origin**.

"**Physician**" means a medical practitioner whose legal and professional standing within his/her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he/she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his/her license authority. A physician must be a person other than **yourself** or an **immediate family member**.

"**Principal Insured**" means the following person who is not eligible for coverage under a provincial or territorial government health insurance plan in Canada:

- a) an eligible student who has arrived in Canada, who is admitted to, enrolled in and attending a recognized Canadian institution of learning; or
- b) a student completing post-doctorate research in a recognized Canadian institution of learning.

"Province or Territory of Residence" means the Canadian province or territory where you reside while studying in Canada.

"Reasonable and Customary Costs" means costs that are incurred for eligible medical services or supplies that do not exceed the standard fee of other providers of similar standing in the same geographical area, or the same treatment of a similar sickness or injury.

"Sickness" means a disease or disorder of the body which results in loss while this coverage is in effect. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a **physician** for the purpose of **medical treatment**.

"**Spouse**" means the person, aged 65 or less, to whom the **principal insured** is legally married or with whom the **principal insured** has been residing.

"You", "Your", "Yourself" and "Insured" means the insured person and, when the appropriate premium has been paid for family coverage as indicated on the confirmation of insurance, his or her eligible **spouse** and/or **children**.

APPENDIX A

NOTICE GIVEN BY A DISTRIBUTOR

Section 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 cancel an insurance contract you have just signed when signing another contract, **without penalty, within 10 days of its signature**. 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 cancellation of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.
- After the expiry of the 10-day delay, you may cancel 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 CANCELLATION OF AN INSURANCE CONTRACT

To.

(name of insurer)

(address of insurer)

Date:

(date of sending of notice)

Pursuant to section 441 of the *Act respecting the distribution of financial products and services*, I hereby cancel insurance contract no. :

(number of contract, if indicated)

Entered into on:

(date of signature of contract)

In:

(place of signature of contract)

(name of client)

(signature of client)

The distributor must first complete this section.

This document must be sent by registered mail.

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 of the Authority, stating that the client may rescind the insurance contract within 10 days of signing it.

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. **442.** No contract may contain provisions allowing its amendment in the event of 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.

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 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 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.