



## DATA PAGE

POLICY NUMBER      **021021127L**  
OWNER(S)            **NANCY JONES**  
POLICY DATE        **OCTOBER 19, 2023**

LIVES INSURED AND SCHEDULE OF BENEFITS	INITIAL ANNUAL PREMIUM/ PAYMENT	MATURITY OR EXPIRY DATE
<b>LIFE INSURED(S): NANCY JONES</b> INSURANCE AGE: <b>31</b> RATE CLASS: <b>NON-SMOKER</b>		
<b>LIFE INSURANCE</b> Solution 100 Non-participating \$150,000 Sum Insured  <b>\$150,000 Total Sum Insured For Nancy Jones</b>	\$959.00	Life

Included in this policy are pages with the following codes:  
GP-NP-2, SOL-4, SCV-1

Issued by The Empire Life Insurance Company, October 19, 2023

# SCHEDULE OF PREMIUMS

POLICY 021021127L

The premiums shown in this schedule of premiums are for all coverages and include the policy administration fee.

BEGINNING	ANNUAL PREMIUM	MONTHLY PRE-AUTHORIZED DEBIT PREMIUM
October 19, 2023	\$959.00	\$86.31
October 19, 2092	\$0.00	\$0.00

## TABLE OF GUARANTEED VALUES

POLICY ANNIVERSARY	POLICY YEAR	GUARANTEED CASH VALUE	GUARANTEED PAID-UP VALUE
2023	0	0	0
2024	1	0	0
2025	2	0	0
2026	3	0	0
2027	4	0	0
2028	5	0	0
2029	6	0	0
2030	7	0	0
2031	8	0	0
2032	9	0	0
2033	10	2,595	19,180
2034	11	3,981	28,477
2035	12	5,798	40,113
2036	13	7,611	50,914
2037	14	8,901	57,541
2038	15	10,323	64,459
2039	16	11,883	71,632
2040	17	13,589	79,036
2041	18	15,452	86,670
2042	19	16,649	90,012
2043	20	17,898	93,224
2044	21	19,203	96,309
2045	22	20,567	99,264
2046	23	21,992	102,101
2047	24	23,480	104,810
2048	25	25,034	107,404
2049	26	26,657	109,874
2050	27	28,352	112,235
2051	28	30,119	114,480
2052	29	31,964	116,613
2053	30	33,866	118,569
2054	31	35,825	120,415
2055	32	37,839	122,164
2056	33	39,908	123,821
2057	34	42,026	125,379
2058	35	44,195	126,854
2059	36	46,415	128,253
2060	37	48,684	129,569
2061	38	51,008	130,819
2062	39	53,387	132,005
2063	40	55,824	133,130
2064	41	58,326	134,204
2065	42	60,896	135,225
2066	43	63,540	136,200
2067	44	66,267	137,134

## TABLE OF GUARANTEED VALUES

POLICY ANNIVERSARY	POLICY YEAR	GUARANTEED CASH VALUE	GUARANTEED PAID-UP VALUE
2068	45	69,084	138,028
2069	46	71,972	138,877
2070	47	74,967	139,695
2071	48	78,083	140,487
2072	49	81,329	141,247
2073	50	84,723	141,986
2074	51	88,173	142,678
2075	52	91,607	143,319
2076	53	95,018	143,914
2077	54	98,366	144,458
2078	55	101,618	144,955
2079	56	104,754	145,405
2080	57	107,762	145,815
2081	58	110,628	146,185
2082	59	113,348	146,522
2083	60	115,914	146,827
2084	61	118,433	147,114
2085	62	121,035	147,401
2086	63	123,761	147,690
2087	64	126,666	147,987
2088	65	129,857	148,299
2089	66	133,487	148,641
2090	67	137,786	149,024
2091	68	143,108	149,469
2092	69	150,000	150,000

POLICY NO.:

**021021127L**

SOLUTION 100 NON-PARTICIPATING:

**Non-Smoker**

AMOUNT:

**\$150,000.00**

POLICY DATE:

**October 19, 2023**

LIFE INSURED(S):

**Nancy Jones**

# GENERAL PROVISIONS

## GP1 Definitions

The following are definitions for some of the key terms used throughout this policy. Terms are also defined in other sections of this policy.

**"Attained Insurance Age"** at any time is the Insurance Age increased by the number of policy years that have elapsed since the effective date of each Coverage.

**"Company"** means The Empire Life Insurance Company.

**"Coverage"** means any Life Insurance, Critical Illness Insurance, Disability Insurance, or Additional Benefit shown on the most recent Data Page.

**"Death Benefit"** is any money that becomes payable under the terms of the contract if a Life Insured dies.

**"Insurance Age"** for each Coverage is as shown on the most recent Data Page. It is based on the age of the Life or Lives Insured provided in the application and is subject to any modifications due to underwriting ratings.

**"Life Insured"** means the individual whose life is insured as shown on the most recent Data Page.

**"Life or Lives Insured"** means each individual Life Insured or all Life Insureds.

**"Owner"** means the person or person(s) who own the contract and all of the rights, options and privileges associated with it. An Owner may also be a Life Insured. If the contract is owned by more than one person, they will be joint owners with right of survivorship, except in Québec. In Québec, joint owners who wish to obtain the same legal effect as the right of survivorship must each appoint the other Owner as his or her subrogated policyholder.

**"Premium(s)"** means the amount payable for each Coverage and the policy administration fee.

**"Proceeds"** means any money payable by the Company under the terms of the contract.

**"Sum Insured"** means the insured amount for a Coverage, which is shown on the most recent Data Page.

## GP2 The Contract

The **"contract"** includes the terms set out in this policy, in the original application for the contract, in any subsequent applications for a change to or reinstatement of the contract, and in any endorsements, all of which constitute the entire agreement between the Company and the Owner. The Owner and the Company may mutually agree to change a provision of the contract, subject to all applicable laws. In addition, the Company can waive a contract provision or change a contract provision if it does not lessen the Owner's rights or increase the Owner's obligations under the contract. Any change or waiver of a contract provision must be in writing and signed by an authorized officer of the Company to be valid.

The contract will be governed and administered in accordance with the laws of the province or territory of Canada in which the Owner signs the application for this policy. When joint Owners sign the application for this policy in different locations, the province or territory of Canada where the first Owner signs will determine the laws that govern the contract.

Other than in Québec, the contract will take effect only if:

- 1) the initial premium has been paid; and
- 2) the insurability of the Life or Lives Insured has not changed between the completion of the application for this policy and the delivery of this policy; and
- 3) the policy has been delivered to the Owner, an agent or assignee of the Owner, or the beneficiary.

In Québec, the contract will take effect only if:

- 1) the initial premium has been paid; and
- 2) the insurability of the Life or Lives Insured has not changed between the completion of the application for the contract and the date the application is approved without modification by the Company.

## GP3 Incontestability

If an Owner or Life Insured misrepresents or fails to disclose in the original application for the contract, or in any subsequent application to change or reinstate the contract that requires evidence of insurability, a fact that is material to the contract, the Company can void the contract.

If an Owner or Life Insured misrepresents or fails to disclose in any subsequent application to change the contract that requires evidence of insurability, a fact that is material to the contract change applied for, the Company can void the contract but only in relation to the Coverage(s) affected by the contract change. The Company cannot void the contract or a Coverage affected by the contract change as described above after the

## GENERAL PROVISIONS

contract or Coverage has been in force for a period of two years, unless one of the following applies:

- 1) the non-disclosure or misrepresentation constitutes fraud; or
- 2) the Coverage is a Waiver of Premium Benefit; or
- 3) the Coverage is a Critical Illness Coverage and a claim arises from symptoms or medical problems that commenced before the end of the two year period and lead to a Diagnosis or surgery; or
- 4) the Coverage is a Disability Coverage and a claim arises for a Disability that commenced before the end of the two year period,

in which case, there is no time limit for voiding the contract or Coverage.

The two-year period is measured from the later of the effective date of:

- 1) the contract; or
- 2) the Coverage affected by the contract change; or
- 3) the last reinstatement of the contract.

Without limiting when misrepresentation or non-disclosure constitutes fraud, if the total premium charged for the contract is based, in whole or in part, on a declaration made on the application for this policy or any subsequent application for policy change or reinstatement as to the non-use of tobacco or tobacco products by the Life or Lives Insured and the declaration is false, the declaration will be deemed to be fraud and the contract will be void.

Misstatement of age or sex at birth will not be considered misrepresentation for the purpose of the contract.

### **GP4 Currency**

Payments made to or by the Company will be in Canadian currency.

### **GP5 Premiums**

The Schedule of Premiums page shows the total premium due for the contract and future adjustments in premiums for Coverages that have guaranteed premium rates on renewal.

Premiums are payable in advance. Premiums may be paid on a monthly Pre-Authorized Debit basis or any other basis that is agreed to by the Company.

No premiums will be due or payable after the contract terminates or becomes paid-up in accordance with the terms and conditions of a Paid-Up Option or Paid-Up Privilege, if applicable.

The acceptance of any premium made in respect of any Coverage after the termination of that Coverage in accordance with its terms will not impose any liability on the Company and the premium will be refunded to the Owner.

Other than as expressly provided in these General Provisions, premiums are not refundable, in whole or in part.

### **GP6 Rescission Rights**

The Owner has 10 days after receiving the contract to change his or her mind about buying it. This is called a Rescission Right. If the Owner submits a request to rescind the contract, the Company will refund the initial premium to the Owner.

### **GP7 Grace Period**

While the contract is in force, any premium, or any part of a premium that is not paid on or before the due date will constitute a premium in default. A "**grace period**" of 31 days after the due date of a premium will be allowed for payment of the premium in default during which time the contract will remain in force.

If a Life Insured dies at any time during the grace period, an amount equal to any premium in default will be deducted from the Proceeds payable on the death of the Life Insured.

If the contract includes Critical Illness Coverage for a Life Insured and the Life Insured is diagnosed with a Critical Illness during the grace period, an amount equal to any premium in default will be deducted from the Proceeds payable as a result of the Critical Illness.

If the contract includes Disability Coverage, an amount equal to any premium in default will be deducted from any monthly benefit payment payable under the Disability Coverage during the grace period.

If a premium in default remains unpaid at the end of the grace period, and the contract includes a Coverage that earns Cash Values and there is Cash Value available, an automatic premium loan as described in CV5 Automatic Premium Loans will be applied.

If the Company applies a premium loan as described above, it may change the premium payment frequency

## GENERAL PROVISIONS

from monthly to annual.

If the premium in default remains unpaid after the above steps have been taken, this policy will lapse and cease to be in force effective the due date of the premium in default.

If this policy lapses, no Proceeds will be payable or privileges enforceable except if specified in a provision of this policy and then only to the extent and in accordance with the terms of the provision.

### **GP8 Reinstatement**

If the contract lapses for non-payment as described in GP7 Grace Period, the Owner can apply to reinstate the contract within two years of the date it lapsed and ceased to be in force by:

- 1) paying to the Company all overdue premiums and any other Indebtedness owed to the Company at the time of application for reinstatement, plus interest; and
- 2) submitting evidence of the good health and other evidence of the insurability for the Life or Lives Insured, satisfactory to the Company.

The reinstatement will be effective on the later of:

- 1) the date the Company receives all overdue premiums and other indebtedness; and
- 2) the date the Company determines that the submitted evidence of good health and insurability is satisfactory.

### **GP9 Policy Years and Policy Anniversaries**

If the contract takes effect, the effective date of any Coverage applied for on the original application for the contract is the Policy Date shown on the Data Page. Policy years will be measured from that date. Each succeeding anniversary of the Policy Date will constitute a policy anniversary for those Coverage(s).

The effective date for any Coverage applied for after the Policy Date shown on the Data Page is the date indicated by the Company in writing. Each succeeding anniversary of the effective date of those Coverage(s) will constitute a policy anniversary for those Coverage(s).

### **GP10 Indebtedness**

"Indebtedness" means all indebtedness owed to the Company under this policy at any time and will consist of the total of:

- 1) amounts loaned by the Company on the security of this policy; plus
- 2) interest on 1); less
- 3) the amount of any repayment of 1) or 2).

The interest rate charged on Indebtedness will be set by the Company from time to time. Interest payable on Indebtedness will be compounded annually.

Indebtedness will be a first charge against the contract in favour of the Company and in priority to the claim of any beneficiary, assignee or other person making a claim, and will be deducted from the Proceeds.

Repayment, in whole or in part, of Indebtedness may be made to the Company at any time.

### **GP11 Suicide**

If a Life Insured commits suicide, while sane or insane, within two years of the later of the effective date of:

- 1) the contract;
- 2) a Coverage for that Life Insured; or
- 3) the last policy change requiring evidence of insurability; or
- 4) the last reinstatement, the only amounts payable by the Company will be the Cash Value, determined at the date of death in accordance with the Cash Value Provisions, if the contract includes a Coverage that earns Cash Values and Cash Value is available.

### **GP12 Payment of Proceeds**

Before making payment of any Proceeds, the Company will require:

- 1) sufficient proof of the right of the claimant to receive a payment;
- 2) satisfactory proof of age for the Life or Lives Insured;
- 3) for a Death Benefit, satisfactory evidence of the death and the cause of death of a Life Insured;
- 4) any other information the Company may reasonably require to establish the validity of the claim.

On making payment of any Proceeds that become payable under the terms of the contract, a valid discharge of

## GENERAL PROVISIONS

all liability under the contract for such Proceeds will also be required.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for Ontario), or other applicable legislation (for all other provinces and territories).

### GP13 Settlement Options

Proceeds payable under the terms of the contract will be paid by cheque, unless the person entitled to the Proceeds wants to use them to purchase an annuity or another settlement option available at the time the Proceeds are payable. Details of the options and the conditions under which they are available will be provided by the Company on request.

### GP14 Age and Sex at Birth

If the age or sex at birth of a Life Insured for any Coverage is misstated in the application for the Coverage, the Proceeds payable for that Coverage will be adjusted to the amount that would have been provided on the basis of the correct age or sex at birth by the premium actually paid in respect of that Coverage. If, on the basis of the correct age, the Coverage would not have been available for that Life Insured, that Coverage will be void and cancelled and all premiums paid for that Coverage will be refunded to the Owner.

### GP15 Beneficiary for Death Benefit

The Owner can designate one or more person(s) to receive the Death Benefit payable with respect to each Life Insured. Each designated person is called a **"beneficiary"**.

The Owner can change or revoke the beneficiary designation, as permitted by applicable legislation, by a written declaration signed by the Owner and submitted to the Company. If the designation is irrevocable, it cannot be changed or revoked and certain privileges cannot be exercised without the irrevocable beneficiary's written consent. The Company assumes no responsibility for the validity or effect of any beneficiary designation.

In the event of a common disaster, if the Company cannot determine the first to die of the Life Insured or the beneficiary, the beneficiary will be deemed to have died first.

The Owner can designate primary and contingent beneficiaries. If a primary beneficiary dies before the Life Insured, that primary beneficiary's share will be divided equally among the remaining primary beneficiaries who survive the Life Insured. Any contingent beneficiary will become a beneficiary only if all of the primary beneficiary(ies) have died before the Life Insured, unless otherwise indicated by the Owner.

If no beneficiary is designated or no designated beneficiary survives the Life Insured, the beneficiary will be the Owner, unless the Owner is the deceased Life Insured, in which case the beneficiary will be the estate of the Owner.

### GP16 Control of Policy

Subject to the provisions of the law governing the contract and to the rights of any beneficiary, the Owner may:

- 1) exercise all the rights, options and privileges granted by the contract or permitted by the Company; and/or
- 2) assign the contract.

The Owner can designate a contingent Owner or a subrogated policyholder (for Québec only) for the contract. If the Owner dies and the contract remains in force because the Owner is not the sole Life Insured, the contingent Owner or subrogated policyholder will have all the rights, options and privileges of the Owner. However, if no contingent Owner or subrogated policyholder is named or the named contingent Owner or subrogated policyholder does not survive the Owner, all rights and interests of the Owner will form part of the Owner's estate.

### GP17 Assignment

The Company will not be bound by any assignment of the contract, unless it is in writing and filed with the Company. The Company assumes no responsibility for the validity or effect of any assignment of the contract.

### GP18 Termination of a Coverage

A Coverage will terminate,

- 1) on the date payment of the Sum Insured for that Coverage is made; or
- 2) when the Company receives a written request from the Owner to terminate the Coverage; or
- 3) at the expiry date for the Coverage as shown on the most recent Data Page; or
- 4) when the contract terminates,



## GENERAL PROVISIONS

whichever occurs first.

### **GP19 Termination of the Contract**

The contract will terminate:

- 1) if all Coverages have been terminated; or
  - 2) for non-payment of premiums as described in GP7, Grace Period; or
  - 3) at any time Indebtedness exceeds the Cash Value; or
  - 4) when the Company receives a written request from the Owner to cancel the contract,
- whichever occurs first.



## **SOLUTION SERIES LIFE INSURANCE PROVISIONS**

These provisions will apply to only those Coverages identified as Solution 10, Solution 15, Solution 20, Solution 25, Solution 30, Solution 100 or Solution ART (referred to below as a "**Coverage**") shown on the most recent Data Page. If there is a conflict between a Solution Series Life Insurance Provision and a General Provision, the Solution Series Life Insurance Provision will apply.

### **SS1 Sum Insured**

The Sum Insured for a Coverage on a Life or Lives Insured is as shown on the most recent Data Page. The Sum Insured is guaranteed not to change while the Coverage is in force, unless the Owner submits a written request to decrease it.

### **SS2 Payment Term**

Premiums are payable until the policy anniversary when the Life or Lives Insured reach Attained Insurance Age 100. If all premiums due until the policy anniversary when the Life or Lives Insured reach Attained Insurance Age 100 are paid, the Coverage becomes paid-up, which means no more premiums will be due or payable on the Coverage. Once paid-up, the Coverage will remain in effect until it terminates in accordance with GP18 Termination of a Coverage.

### **SS3 Death Benefit**

If the Life Insured dies, the Company will pay, as part of the Proceeds of the contract, the Sum Insured for a Life Insurance Coverage on that Life Insured provided the Life Insurance Coverage is in force on the date of death.



## SOLUTION 100 CASH VALUE PROVISIONS

These provisions apply to only those Coverages identified as Solution 100 on the most recent Data Page.

### CV1 Definitions

**"Guaranteed Cash Value"** means the Guaranteed Cash Values shown in the Table of Guaranteed Values for the end of the applicable policy year. Guaranteed cash values for other policy years or portions of policy years may be obtained from the Company on request.

**"Guaranteed Paid-Up Value"** means the Guaranteed Paid-Up Values shown in the Table of Guaranteed Values for the end of the applicable policy year. Guaranteed paid-up values for other policy years or portions of policy years may be obtained from the Company on request.

**"Cash Value"** shall mean the Guaranteed Cash Value.

**"Loan Value"** is the maximum amount of Cash Value available as a loan as determined by the Company at any time.

### CV2 Payment of the Cash Value

Subject to any legal restrictions and the Company's administrative rules, the Owner can request to terminate a Coverage and receive payment of the Cash Value of the Coverage in a single sum.

The request must be in writing and submitted to the Company. The Company can defer making payment of the Cash Value for a period not exceeding 90 days after receiving the request.

### CV3 Paid-Up Option

The Owner can request to change a Coverage to non-participating paid-up insurance on a Life Insured without any further evidence of insurability provided the Coverage has a Guaranteed Paid-Up Value as at the date of the request. Once a Coverage has been changed to non-participating paid-up insurance no premiums will be due or payable. The non-participating paid-up insurance will remain in effect until it terminates in accordance with GP18 Termination of a Coverage.

The paid-up insurance will become effective at the time of the exchange. The Sum Insured for the paid-up insurance will be determined from the Guaranteed Paid-Up Value for the applicable Coverage for the Life Insured, adjusted for any Indebtedness.

The Owner may exercise this Paid-Up Option by submitting a written request to the Company. The Company reserves the right to refuse the exercise of the Paid-Up Option if the Sum Insured for the paid-up insurance will be less than \$5,000.

### CV4 Cash Loans

The Owner can borrow an amount not exceeding the Loan Value, on the security of the contract, provided it is in force and has Cash Value available. The Company reserves the right to defer payment of a cash loan for a period not exceeding 90 days after a loan request is received.

### CV5 Automatic Premium Loans

If a premium in default remains unpaid 31 days after the due date of the premium in default and the contract has Cash Value, the contract will remain in force. The Company will automatically apply the Cash Value toward payment of the premium in default.

If the Cash Value is less than the premium in default, the contract will remain in force for as long as the Cash Value will allow, as determined by the Company.

The amount of the Cash Value used to pay the premium in default will constitute a loan by the Company on the security of the contract.

If the contract does not have any Cash Value, then provision GP7 Grace Period will apply.