



DATA PAGE

POLICY NUMBER **009876543L**
OWNER(S) **MARY M SMITH**
POLICY DATE **JANUARY 7, 2021**

LIVES INSURED AND SCHEDULE OF BENEFITS	INITIAL ANNUAL PREMIUM/ PAYMENT	MATURITY OR EXPIRY DATE
LIFE INSURED(S): MARY M SMITH INSURANCE AGE: 34 RATE CLASS: SMOKER CRITICAL ILLNESS INSURANCE Empire Life CI Protect 10 Non-participating \$50,000 Sum Insured \$50,000 Total Sum Insured For Mary M Smith	\$257.50	January 7, 2062

Included in this policy are pages with the following codes:
GP-NP-1, CIPP-1, CIPIC-1, CIPL-1

Issued by the Company, January 7, 2021

SCHEDULE OF PREMIUMS

POLICY 009876543L

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
January 7, 2021	\$257.50	\$23.18
January 7, 2031	\$589.00	\$53.01
January 7, 2041	\$1,815.00	\$163.35
January 7, 2051	\$4,554.00	\$409.86
January 7, 2061	\$7,220.00	\$649.80
January 7, 2062	\$0.00	\$0.00

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

GENERAL PROVISIONS

- 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 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 from monthly to annual.

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

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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 Gender

If the age or gender 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 gender 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. If no contingent Owner or subrogated policyholder has been named, all rights, options and privileges of the Owner will be transferred to the Life or Lives Insured under this policy.

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,

whichever occurs first.

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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.

SAMPLE

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EMPIRE LIFE CI PROTECT CRITICAL ILLNESS PROVISIONS

These Empire Life CI Protect Critical Illness Provisions apply to only those Coverages identified as Empire Life CI Protect on the most recent Data Page. If there is a conflict between an Empire Life CI Protect Critical Illness Provision and a General Provision, the Empire Life CI Protect Critical Illness Provision will apply.

CIPP1 Definitions

"CI Protect Coverage" means an Empire Life CI Protect Critical Illness Insurance Coverage as shown on the most recent Data Page.

"Critical Illness" means an insured condition as defined in the Empire Life CI Protect Critical Illness Insured Conditions.

"Critical Illness Benefit" means the Sum Insured for the CI Protect Coverage as shown on the most recent Data Page.

"Diagnosis" means the determination, in accordance with CIPP2 Diagnosis Requirements, that the Person Insured fulfils all requirements for a Critical Illness as described in the Empire Life CI Protect Critical Illness Insured Conditions. "Diagnosed" has a corresponding meaning.

"Person Insured" means the person identified as a Life Insured for a CI Protect Coverage as shown on the most recent Data Page.

"Physician" means a licensed medical practitioner practising medicine in Canada or the United States or other jurisdiction as approved by the Company. A Physician must be an individual other than the Owner, the Person Insured or a relative or business associate of either.

"Specialist" means a Physician who has been trained in the specific area of medicine relevant to the Critical Illness for which a Critical Illness Benefit is being claimed, and who has been certified by a specialty examining board or, in the absence of or unavailability of a Specialist, a qualified Physician approved by the Company. Specialist includes, but is not limited to, cardiologist, neurologist, nephrologist, oncologist, ophthalmologist, burn specialist, and internist.

"Waiting Period" means the longer of 30 days from the date of Diagnosis or a defined period of time as noted for a Critical Illness.

CIPP2 Diagnosis Requirements

A Diagnosis must be made by a Specialist. Any tests or examinations that must be performed in order for the Specialist to make a Diagnosis must be conducted by a medical professional who is not the Owner, Person Insured or a relative or business associate of either. The Diagnosis must be based on a specific event occurring after the later of:

- 1) the effective date of the CI Protect Coverage; or
- 2) the effective date of the last reinstatement of the CI Protect Coverage; or
- 3) a defined period of time as noted for the Critical Illness.

CIPP3 Critical Illness Benefit

Subject to CIPP4 Exclusions and CIPP5 Proof of Claim, if a Person Insured is Diagnosed with a Critical Illness and survives the Waiting Period, the Company will pay to the Owner or, if applicable, the beneficiary, the Critical Illness Benefit for the Person Insured, provided the CI Protect Coverage is in force on the date the Diagnosis is made. Premiums that are due and payable for a CI Protect Coverage must continue to be paid while a claim for a Critical Illness Benefit is being assessed. If the claim for a Critical Illness Benefit is approved, all premiums paid for the CI Protect Coverage after the date of Diagnosis will be refunded to the Owner.

The Critical Illness Benefit for a Person Insured will only be paid for the first claim for the Critical Illness Benefit the Company determines is valid. Payment of the Critical Illness Benefit will terminate the CI Protect Coverage for the Person Insured effective the date of Diagnosis.

CIPP4 Exclusions

A Critical Illness Benefit will not be payable if a Critical Illness results either directly or indirectly from any one or more of the following causes:

EMPIRE LIFE CI PROTECT CRITICAL ILLNESS PROVISIONS

- 1) intentionally self-inflicted injuries, while sane or insane;
- 2) the illegal use of drugs or substances, the misuse of medication obtained with or without a prescription, or the misuse of alcohol;
- 3) any violation of, or attempt to violate, any criminal laws by the Person Insured.

A Critical Illness Benefit will not be payable for:

- 1) any illness, disorder, condition, or surgery not specifically defined as a Critical Illness in the Empire Life CI Protect Critical Illness Insured Conditions;
- 2) any Critical Illness Diagnosed prior to the effective date of the CI Protect Coverage; or
- 3) any illness, disorder, condition, or surgery specifically excluded for a Critical Illness.

CIPP5 Proof of Claim

Initial written notice of a claim for a Critical Illness Benefit must be received by the Company, at its Head Office, within six (6) months of the date of Diagnosis.

Before making payment of the Critical Illness Benefit for a Person Insured, the Company will require:

- 1) sufficient proof of the right of the claimant to receive such payment;
- 2) evidence satisfactory to the Company that the Person Insured has been Diagnosed with a Critical Illness. The Company has the right to require the Person Insured to undergo additional tests and/or examinations necessary to confirm the Diagnosis, which may include examination of the Person Insured by a Company appointed Physician or Specialist; and
- 3) any other information that the Company may reasonably require to establish the validity of the claim.

EMPIRE LIFE CI PROTECT CRITICAL ILLNESS INSURED CONDITIONS

Subject to CIPP3, the Critical Illness Benefit for a Person Insured will be payable upon the Diagnosis of one of the following Insured Conditions:

- 1) **"Cancer (Life Threatening)"** means a definite Diagnosis of a tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of cancer include carcinoma, melanoma, leukemia, lymphoma, and sarcoma.

Exclusions: A Critical Illness Benefit will not be payable for:

- a) lesions described as benign, pre-malignant, uncertain, borderline, non-invasive, carcinoma in situ (Tis), or tumors classified as Ta;
- b) malignant melanoma skin cancer that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or is accompanied by lymph node or distant metastasis;
- c) any non-melanoma skin cancer, without lymph node or distant metastasis;
- d) prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;
- e) papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest diameter and classified as T1, without lymph node or distant metastasis;
- f) chronic lymphocytic leukemia classified less than Rai stage 1; or
- g) malignant gastrointestinal stromal tumors (GIST) and malignant carcinoid tumors, classified less than AJCC Stage 2.

A Critical Illness Benefit will not be payable for this Insured Condition if, within the first 90 days following the later of, the effective date of the CI Protect Coverage or the effective date of the last reinstatement of the CI Protect Coverage, the Person Insured has any of the following:

- a) signs, symptoms or investigations, that lead to a diagnosis of cancer (covered or excluded under this contract), regardless of when the Diagnosis is made; or
- b) a Diagnosis of cancer (covered or excluded under this contract).

Medical information about the Diagnosis and any signs, symptoms or investigations leading to the Diagnosis must be reported to the Company within 6 months of the date of the Diagnosis. If this information is not provided within this period, the Company has the right to deny ANY claim for cancer or, any Critical Illness caused by any cancer or its treatment.

For purposes of this contract, the terms Tis, Ta, T1a, T1b, T1 and AJCC Stage 2 are to be applied as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 7th Edition, 2010.

For purposes of this contract, the term Rai staging is to be applied as set out in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pasternack: Clinical staging of chronic lymphocytic leukemia. Blood 46:219, 1975.

- 2) **"Stroke (Cerebrovascular Accident)"** means a definite Diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source with:

- a) acute onset of new neurological symptoms; and
- b) new objective neurological deficits on clinical examination,

persisting for more than 30 days following the date of Diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing.

Exclusion: A Critical Illness Benefit will not be payable for:

- a) Transient Ischemic Attacks; or
- b) Intracerebral vascular events due to trauma; or
- c) Lacunar infarcts that do not meet the definition of stroke as described above.

- 3) **"Heart Attack"** means a definite Diagnosis of the death of heart muscle due to obstruction of blood flow that results in the rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial

EMPIRE LIFE CI PROTECT CRITICAL ILLNESS INSURED CONDITIONS

infarction, with at least one of the following:

- a) heart attack symptoms;
- b) new electrocardiogram (ECG) changes consistent with a heart attack;
- c) development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

Exclusion: A Critical Illness Benefit will not be payable for:

- a) ECG changes suggesting a prior myocardial infarction, which do not meet the heart attack definition as described above; or
 - b) elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angioplasty and coronary angiography, in the absence of new Q waves.
- 4) **"Coronary Artery Bypass Surgery"** means the undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s). The surgery must be determined to be medically necessary by a Specialist and must be performed by a Specialist.

Exclusion: A Critical Illness Benefit will not be payable for:

- a) Angioplasty;
- b) intra-arterial procedures;
- c) percutaneous trans-catheter procedures; or
- d) non-surgical procedures.

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EMPIRE LIFE CI PROTECT LIFE INSURANCE PROVISIONS

These Empire Life CI Protect Life Insurance Provisions will apply to only those Coverages identified as Empire Life CI Protect on the most recent Data Page (referred to below as a "CI Protect Coverage"). If there is a conflict between an Empire Life CI Protect Life Insurance Provision and a General Provision, the Empire Life CI Protect Life Insurance Provision will apply.

Each CI Protect Coverage comes with a life insurance coverage that terminates when the CI Protect Coverage terminates. The Owner cannot terminate only the life coverage or only the critical illness coverage on a Life Insured within a CI Protect Coverage.

CI Protect Life Insurance Sum Insured

The CI Protect Life Insurance Sum Insured for a Life Insured is fixed at \$1,000, and is guaranteed until the earlier of the date the CI Protect Coverage terminates or the date the Life Insured becomes eligible for the Critical Illness Benefit (as described in the Empire Life CI Protect Critical Illness Provisions).

CI Protect Death Benefit

If the Life Insured for a CI Protect Coverage dies prior to becoming eligible for the Critical Illness Benefit, the Company will pay, as part of the proceeds of this policy, the CI Protect Life Insurance Sum Insured described above, provided the CI Protect Coverage is in force on the date of death.

Payment of the CI Protect Death Benefit will terminate the CI Protect Coverage for the Life Insured effective the date of death.

Suicide

If the Life Insured for a CI Protect Coverage commits suicide, while sane or insane, within two years of the effective date of:

- 1) the policy; or
- 2) the last policy change requiring evidence of insurability; or
- 3) the last reinstatement,

whichever is latest, the CI Protect Death Benefit will not be payable.