

POWER OF ATTORNEY FOR PROPERTY CHART



The following chart outlines general rules about the types of transactions a person acting under a Continuing/Enduring Power of Attorney for Property “POA”/protection mandate can perform with respect to a life insurance contract (including an insurance-based investment contract) when the person who made the POA/protection mandate becomes mentally incapacitated.

Note: For the chart, it is assumed the policy owner made the POA/protection mandate. If there are joint owners, the attorney may require consent of the joint owner.

There may be differences in what the attorney can do depending on the laws of the applicable jurisdiction and the specific terms set out in the POA/protection mandate.

Transaction	Allowed	Circumstance
Change or designate beneficiary in a document other than a will	Only in very limited situations	In most cases, the person acting under a POA/protection mandate CANNOT make or change a beneficiary designation. Permitted in BC (and may be permitted in other jurisdictions) to maintain a beneficiary designation made by the contract owner, while capable, for a life insurance contract that is being renewed, replaced with or converted to another similar contract.
Appoint successor owner	No	Person acting under a POA/protection mandate can only name the estate of the donor as successor owner
Change owner or contingent owner	No	Person acting under a POA/protection mandate cannot change the contract owner.
Apply for a life insurance contract	Only in limited circumstances	Person acting under POA/protection mandate cannot answer health questions for mentally incapacitated life insured. Presumes owner and life insured are the same; it may be possible for guaranteed issue life insurance where there are no health questions; possible exceptions (eg. when parent applies on life of child)
Sign an application change form (ACF)	No	Cannot accept attorney/mandatary’s signature for life insured if life insured is incapacitated and relates to evidence of insurability; possible exception when parent applies on life of child.
Make a change that will reduce the death benefit	Yes	Permitted if allowed under contract terms. It is assumed the person acting under the POA/protection mandate is acting in good faith and in the owner’s best interest.

Transaction	Allowed	Circumstance
Authorize internal reallocation of funds between investment funds and accounts	Yes	It is assumed the person acting under the POA/protection mandate is acting in good faith and in the owner's best interest.
Reset maturity guarantee	Yes	It is assumed the person acting under the POA/protection mandate is acting in good faith and in the owner's best interest.
Change term of GIC on reinvestment	Yes	It is assumed the person acting under the POA/protection mandate is acting in good faith and in the owner's best interest.
Change banking information to pay for premiums (includes investment premiums)	Yes	It is assumed the person acting under the POA/protection mandate is acting in good faith and in the owner's best interest.

Situation	Action	Circumstance
Change contract owner's banking information for payout policies (Annuities/RRIF/Interest incomes)	Yes	If the existing and new bank accounts are in the owner's name.
Authorize direct transfer of registered funds to another institution (T2033)	Yes	It is assumed that the person acting under the POA/protection mandate is acting in good faith and in the owner's best interest.
Apply for an Investment Policy	Yes	If no evidence of insurability required. See above comments regarding beneficiary designation.
Change address for correspondence	Yes	If the address is not the advisor's address as per our standard business rules.
Change dividend option	Yes	If no evidence of insurability required.
Full or Partial Contract Surrender with Cash Value Payout	Yes	Cheque made payable to the policy owner only.
		With electronic fund transfer, payment must be deposited into policy owner's bank account, using void cheque that shows policy owner's name.
Withdrawals of dividend	Yes	Cheque made payable to the policy owner only.
		With electronic fund transfer, payment must be deposited into policy owner's bank account, using void cheque that shows policy owner's name.

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