DATA PAGE

POLICY NUMBER **001234580L**
OWNER(S) **JANE SMITH**
POLICY DATE **MARCH 18, 2020**

LIVES INSURED AND SCHEDULE OF BENEFITS	INITIAL ANNUAL PREMIUM/ PAYMENT	MATURITY OR EXPIRY DATE
LIFE INSURED(S): JANE SMITH INSURANCE AGE: **28** RATE CLASS: **NON-SMOKER**		
CRITICAL ILLNESS INSURANCE		
Empire Life CI Protect Plus 75 Non-participating $50,000 Sum Insured	$394.50	March 18, 2067
Return of Premium on Surrender or Maturity	$157.50	March 18, 2067
Return of Premium on Death	$14.00	March 18, 2067
$50,000 Total Sum Insured **For Jane Smith**		

Included in this policy are pages with the following codes:
GP-NP-1, PPP-1, PPIC-1, PPNL-1, PPLI-1, PPRP-1, PPRD-1

Issued by the Company, April 7, 2020

SCHEDULE OF PREMIUMS

POLICY 001234580L

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
March 18, 2020	$566.00	$50.95
March 18, 2067	$0.00	$0.00

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, 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:

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,

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 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.

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.

GENERAL PROVISIONS

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.

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).

GENERAL PROVISIONS

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.

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.

EMPIRE LIFE CI PROTECT PLUS
CRITICAL ILLNESS PROVISIONS

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

CIPP1 Definitions

These definitions apply to all contract provisions for Empire Life CI Protect Plus Critical Illness Insurance Coverages.

"CI Protect Plus Coverage" means an Empire Life CI Protect Plus 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 Plus Critical Illness Insured Conditions.

"Critical Illness Benefit" means the Sum Insured for the CI Protect Plus 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 the Critical Illness for which a Critical Illness Benefit is claimed as described in the Empire Life CI Protect Plus Critical Illness Insured Conditions or all requirements for the Non-Life Threatening Illness for which a Non-Life Threatening Illness is claimed as described in the Empire Life CI Protect Plus Non-Life Threatening Illness Provisions. **"Diagnosed"** has a corresponding meaning.

"Person Insured" means the person identified as a Life Insured for a CI Protect Plus 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 or relevant to the Non-Life Threatening Illness for which a Non-Life Threatening 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 or a Non-Life Threatening Illness.

CIPP2 Diagnosis Requirements

A Diagnosis must be made by a Specialist. Any tests or examinations that have to 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 Plus Coverage; or

2) the effective date of the last reinstatement of the CI Protect Plus Coverage; or

3) a defined period of time as noted for the Critical Illness.

CIPP3 Payment of the Critical Illness Benefit

Subject to CIPP5 Exclusions and CIPP6 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 Plus Coverage is in force on the date the Diagnosis is made and when the claim is approved. Premiums that are due and payable for a CI Protect Plus 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 payable for the CI Protect Plus Coverage after the date of Diagnosis that have been paid will be refunded to the Owner.

EMPIRE LIFE CI PROTECT PLUS
CRITICAL ILLNESS PROVISIONS

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 Plus Coverage for the Person Insured effective the date of Diagnosis.

CIPP4 Taxation

For income tax purposes, Empire Life will report a Critical Illness Benefit, a Non-Life Threatening Illness Benefit, a Return of Premium on Surrender or Maturity Benefit, or a Return of Premium on Death Benefit based on our understanding of the applicable tax legislation at the time the benefit is paid.

Regardless of how Empire Life reports a Critical Illness Benefit, a Non-Life Threatening Illness Benefit, a Return of Premium on Surrender or Maturity Benefit, or a Return of Premium on Death Benefit, the Owner and/or the beneficiary is responsible for reporting and remitting all taxes with respect to the payment of a benefit, including any tax liability resulting from any change in law, or any Canada Revenue Agency interpretation, policy, ruling or guideline.

CIPP5 Exclusions

A Critical Illness Benefit or Non-Life Threatening Illness Benefit will not be payable if the Critical Illness or Non-Life Threatening Illness for which a claim is made results either directly or indirectly from any one or more of the following causes:

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 Plus Coverage; or
3) any illness, disorder, condition, or surgery specifically excluded for a Critical Illness.

A Non-Life Threatening Illness Benefit will not be payable for:

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

CIPP6 Proof of Claim

Initial written notice of a claim for a Critical Illness Benefit or for a Non-Life Threatening Illness Benefit must be received by the Company, at its Head Office, within six (6) months of the date of Diagnosis of the Critical Illness or Non-Life Threatening Illness for which the claim is being made.

Before making payment of the Critical Illness Benefit or Non-Life Threatening 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 the Critical Illness or Non-Life Threatening Illness for which the claim for benefits was made. 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 PLUS
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) **"Aortic Surgery"** means the undergoing of surgery for disease of the aorta requiring excision and surgical replacement of any part of the diseased aorta with a graft. Aorta means the thoracic and abdominal aorta but not its branches. 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.

2) **"Aplastic Anemia"** means a definite Diagnosis of a chronic persistent bone marrow failure, confirmed by biopsy, which results in anemia, neutropenia and thrombocytopenia requiring blood product transfusion, and treatment with at least one of the following:

   a) marrow stimulating agents;

   b) immunosuppressive agents;

   c) bone marrow transplantation.

3) **"Bacterial Meningitis"** means a definite Diagnosis of meningitis, confirmed by cerebrospinal fluid showing growth of pathogenic bacteria in culture, resulting in neurological deficit documented for at least 90 days from the date of Diagnosis.

   Exclusion: A Critical Illness Benefit will not be payable for viral meningitis.

4) **"Benign Brain Tumour"** means a definite Diagnosis of a non-malignant tumour located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The tumour must require surgical or radiation treatment or cause irreversible objective neurological deficit(s).

   Exclusion: A Critical Illness Benefit will not be payable if, within the first 90 days following the later of, the effective date of the policy, or the date of last reinstatement of the policy, the Person Insured has any of the following:

   a) signs, symptoms or investigations that lead to a Diagnosis of Benign Brain Tumour (covered or excluded under this contract), regardless of when the Diagnosis is made; or

   b) a Diagnosis of Benign Brain Tumour (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 Benign Brain Tumour or, any Critical Illness caused by any Benign Brain Tumour or its treatment.

   A Critical Illness Benefit will not be payable for pituitary adenomas less than 10 mm.

5) **"Blindness"** means a definite Diagnosis of the total and irreversible loss of vision in both eyes, evidenced by:

   a) the corrected visual acuity being 20/200 or less in both eyes; or

   b) the field of vision being less than 20 degrees in both eyes.

6) **"Cancer (Life Threatening)"** means a definite Diagnosis of a tumour 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.

Exclusion: 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 Plus Coverage or the effective date of the last reinstatement of the CI Protect Plus 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.

7) **"Coma"** means a definite Diagnosis of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 96 hours, and for which period the Glasgow coma score must be 4 or less.

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

a) a medically induced coma; or

b) a coma which results directly from alcohol or drug use; or

c) a diagnosis of brain death.

8) **"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.

9) **"Deafness"** means a definite Diagnosis of the total and irreversible loss of hearing in both ears, with an auditory threshold of 90 decibels or greater within the speech threshold of 500 to 3,000 hertz.

10) **"Dementia, including Alzheimer's Disease"** means a definite Diagnosis of dementia, which must be characterized by a progressive deterioration of memory and at least one of the following areas of cognitive function:

a) aphasia (a disorder of speech);

b) apraxia (difficulty performing familiar tasks);

c) agnosia (difficulty recognizing objects); or

d) disturbance in executive functioning (e.g. inability to think abstractly and to plan, initiate, sequence, monitor, and stop complex behaviour), which is affecting daily life.

The Person Insured must exhibit:

a) dementia of at least moderate severity, which must be evidenced by a Mini Mental State Exam of 20/30 or less, or equivalent score on another generally medically accepted test or tests of cognitive function; and

b) evidence of progressive worsening in cognitive and daily functioning either by serial cognitive tests or by history over at least a 6 month period.

Exclusion: A Critical Illness Benefit will not be payable for affective or schizophrenic disorders, or delirium.

For purposes of this contract, reference to the Mini Mental State Exam is to Folstein MF, Folstein SE, McHugh PR, J Psychiatr Res. 1975;12(3):189.

11) **"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 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 angiography and coronary angioplasty, in the absence of new Q waves.

12) **"Heart Valve Replacement or Repair"** means the undergoing of surgery to replace any heart valve with either a natural or mechanical valve or to repair heart valve defects or abnormalities. 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.

13) **"Kidney Failure"** means a definite Diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular haemodialysis, peritoneal dialysis or renal transplantation is initiated.

14) **"Loss of Independent Existence"** means a definite Diagnosis of the total inability to perform, by oneself, at least 2 of the following 6 Activities of Daily Living for a continuous period of at least 90 days with no reasonable chance of recovery.

Activities of Daily Living are:

a) bathing – the ability to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of assistive devices;

b) dressing – the ability to put on and remove necessary clothing, braces, artificial limbs or other surgical appliances with or without the aid of assistive devices;

c) toileting – the ability to get on and off the toilet and maintain personal hygiene with or without the aid of assistive devices;

d) bladder and bowel continence – the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained;

e) transferring – the ability to move in and out of a bed, chair or wheelchair, with or without the aid of assistive devices; and

f) feeding – the ability to consume food or drink that already has been prepared and made available, with or without the use of assistive devices.

15) **"Loss of Limbs"** means a definite Diagnosis of the complete severance of two or more limbs at or above the wrist or ankle joint as the result of an accident or medically required amputation.

16) **"Loss of Speech"** means a definite Diagnosis of the total and irreversible loss of the ability to speak as the result of physical injury or disease, for a period of at least 180 days.

Exclusion: A Critical Illness Benefit will not be payable for all psychiatric related causes.

17) **"Major Organ Failure on Waiting List"** means a definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary. To qualify under Major Organ Failure on Waiting List, the Person Insured must become enrolled as the recipient in a recognized transplant centre in Canada or the United States of America that performs the required form of transplant surgery. For the purposes of the Survival Period, the date of Diagnosis is the date of the Person Insured's enrolment in the transplant centre.

18) **"Major Organ Transplant"** means a definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Person Insured must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities.

19) **"Motor Neuron Disease"** means a definite Diagnosis of one of the following:

a) amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease);

b) primary lateral sclerosis;

c) progressive spinal muscular atrophy;

d) progressive bulbar palsy; or

e) pseudo bulbar palsy,

and limited to these conditions.

20) **"Multiple Sclerosis"** means a definite Diagnosis of at least one of the following:

a) two or more separate clinical attacks, confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination; or

b) well-defined neurological abnormalities lasting more than 6 months, confirmed by MRI imaging of the nervous system, showing multiple lesions of demyelination; or,

c) a single attack, confirmed by repeated MRI imaging of the nervous system, which shows multiple lesions of demyelination which have developed at intervals at least one month apart.

21) **"Occupational HIV Infection"** means a definite Diagnosis of infection with Human Immunodeficiency Virus (HIV) resulting from accidental injury during the course of the Person Insured's normal occupation, which exposed the person to HIV contaminated body fluids. The accidental injury leading to the infection must have occurred after the later of the effective date of the policy, or the effective date of last reinstatement of the policy.

Payment under this condition requires satisfaction of all of the following:

a) the accidental injury must be reported to the insurer within 14 days of the accidental injury;

b) a serum HIV test must be taken within 14 days of the accidental injury and the result must be negative;

c) a serum HIV test must be taken between 90 days and 180 days after the accidental injury and the result must be positive;

d) all HIV tests must be performed by a duly licensed laboratory in Canada or the United States of America;

e) the accidental injury must have been reported, investigated and documented in accordance with current Canadian or United States of America workplace guidelines.

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

a) the Insured Person has elected not to take any available licensed vaccine offering protection against HIV; or,

b) a licensed cure for HIV infection has become available prior to the accidental injury; or,

c) HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission and intravenous (IV) drug use.

22) **"Paralysis"** means a definite Diagnosis of the total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event.

23) **"Parkinson's Disease and Specified Atypical Parkinsonian Disorders"** means a definite Diagnosis of primary Parkinson's disease, a permanent neurologic condition which must be characterized by bradykinesia (slowness of movement) and at least one of: muscular rigidity or rest tremor. The Person Insured must exhibit objective signs of progressive deterioration in function for at least one year, for which the treating neurologist has recommended dopaminergic medication or other generally medically accepted equivalent treatment for Parkinson's Disease.

Specified atypical parkinsonian disorders means a definite Diagnosis of progressive supranuclear palsy, corticobasal degeneration, or multiple system atrophy.

Exclusion: A Critical Illness Benefit will not be payable for Parkinson's Disease or specified atypical parkinsonian disorders if, within the first year following the later of, the effective date of the policy, or the date of the last reinstatement of the policy, the Person Insured has any of the following:

a) signs, symptoms or investigations that lead to a diagnosis of Parkinson's Disease, a specified atypical parkinsonian disorder or any other type of parkinsonism, regardless of when the diagnosis is made; or

b) a Diagnosis of Parkinson's Disease, a specified atypical parkinsonian disorder or any other type of parkinsonism.

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 Parkinson's Disease or specified atypical parkinsonian disorders or, any Critical Illness caused by Parkinson's Disease or specified atypical parkinsonian disorders or its treatment.

A Critical Illness Benefit will not be payable for any other type of parkinsonism.

24) **"Severe Burns"** means a definite Diagnosis of third-degree burns over at least 20% of the body surface.

25) **"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.

EMPIRE LIFE CI PROTECT PLUS
NON-LIFE THREATENING ILLNESS PROVISIONS

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

NLTI1 Definitions

"Non-Life Threatening Illness Benefit" for a Person Insured is an amount equal to15% of the Empire Life CI Protect Plus Sum Insured for the Person Insured.

"Maximum Benefit Amount" is $50,000 in total for all Non-Life Threatening Illness Benefits for the Person Insured paid under an Empire Life CI Protect Plus Coverage.

NLTI2 Non-Life Threatening Illness Benefit

Subject to CIPP5 Exclusions and CIPP6 Proof of Claim, if a Person Insured is Diagnosed with a Non-Life Threatening Illness, the Company will pay to the Owner or, if applicable, the beneficiary, a Non-Life Threatening Illness Benefit for the Person Insured up to the Maximum Benefit Amount, provided:

1) coverage for the Non-Life Threatening Illness Benefit for the Person Insured is in force on the date the Diagnosis is made and when the claim is approved; and
2) the Person Insured survives the Waiting Period; and
3) a Non-Life Threatening Illness Benefit for the Person Insured has not already been paid for the same Non-Life Threatening Illness.

For each Empire Life CI Protect Plus Coverage for a Person Insured, the Company will pay a maximum of two (2) Non-Life Threatening Illness Benefits for the Person Insured up to the Maximum Benefit Amount, provided the claims are for two different Non-Life Threatening Illnesses.

NLTI3 Non-Life Threatening Illness

A **"Non-Life Threatening Illness"** means one of the following insured conditions:

1) **"chronic lymphocytic leukemia (CLL)"** means a definite Diagnosis of Rai Stage 0 chronic lymphocytic leukemia. The Diagnosis must be confirmed by appropriate blood tests. 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.

   Exclusion: A Non-Life Threatening Illness Benefit will not be payable for monoclonal lymphocytosis of undetermined significance (MLUS).

2) **"coronary angioplasty"** means the undergoing of an interventional procedure to unblock or widen a coronary artery that supplies blood to the heart to allow an uninterrupted flow of blood. The procedure must be determined to be medically necessary by a Specialist and performed by a Specialist.
3) **"ductal breast cancer in-situ"** means a definite Diagnosis of ductal carcinoma in situ of the breast. The Diagnosis must be confirmed by biopsy.
4) **"malignant melanoma"** means a definite Diagnosis of malignant melanoma 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. The Diagnosis must be confirmed by biopsy.

   Exclusion: A Non-Life Threatening Illness Benefit will not be payable for malignant melanoma in situ.

5) **"prostate cancer"** means a definite Diagnosis of Stage A (T1a or T1b) prostate cancer without lymph node or distant metastasis. The Diagnosis must be confirmed by biopsy.
6) **"thyroid cancer"** means a definite Diagnosis of 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. The Diagnosis must be confirmed by biopsy.

EMPIRE LIFE CI PROTECT PLUS
NON-LIFE THREATENING ILLNESS PROVISIONS

NLTI4 Non-Life Threatening Illness Exclusion

In addition to CIPP5 Exclusions, a Non-Life Threatening Illness Benefit for a Person Insured will not be payable for any claim based on a cancer related Non-Life Threatening Illness if, within the first 90 days following the later of, the effective date of the Empire Life CI Protect Plus Coverage or the effective date of the last reinstatement of the Empire Life CI Protect Plus Coverage, the Person Insured has any of the following:

1) 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

2) 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 reported to the Company within this period, the Company has the right to deny ANY claim for a Critical Illness or a Non-Life Threatening Illness caused by any cancer or its treatment.

NLTI5 Termination of Coverage

Coverage for the Non-Life Threatening Illness Benefit for a Person Insured terminates upon:

1) payment of a second Non-Life Threatening Illness Benefit for the Person Insured; or

2) payment of a Non-Life Threatening Illness Benefit for the Person Insured equal to the Maximum Benefit Amount ; or

3) termination of the Empire Life CI Protect Plus Coverage for the Person Insured,

whichever occurs first.

EMPIRE LIFE CI PROTECT PLUS
LIFE INSURANCE PROVISIONS

These Empire Life CI Protect Plus Life Insurance Provisions will apply to only those Coverages identified as Empire Life CI Protect Plus on the most recent Data Page (referred to below as a "**CI Protect Plus Coverage**").

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

PPI CI Protect Plus Life Insurance Sum Insured

The CI Protect Plus 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 Plus Coverage terminates or the date the Life Insured becomes eligible for the Critical Illness Benefit (as described in the Empire Life CI Protect Plus Critical Illness Provisions).

PP2 CI Protect Plus Death Benefit

If the Life Insured for a CI Protect Plus 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 Plus Life Insurance Sum Insured described above, provided the CI Protect Plus Coverage is in force on the date of death.

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

PP3 Suicide

If the Life Insured for a CI Protect Plus 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 Plus Death Benefit will not be payable.

EMPIRE LIFE CI PROTECT PLUS
RETURN OF PREMIUM ON SURRENDER OR MATURITY PROVISIONS

These provisions apply to only those Coverages identified as Empire Life CI Protect Plus on the most recent Data Page (referred to below as a "**Coverage**") and shown as having Return of Premium on Surrender or Maturity. If there is a conflict between an Empire Life CI Protect Plus Return of Premium on Surrender or Maturity Provision and a General Provision, the Empire Life CI Protect Plus Return of Premium on Surrender or Maturity Provision will apply. In these Empire Life CI Protect Plus Return of Premium on Surrender or Maturity Provisions, "**Return of Premium Benefit**" means the Return of Premium Benefit for Return of Premium on Surrender or Maturity as described in RP2.

RP1 Definition

Subject to RP3 Decreasing the Sum Insured, "**Paid Premiums"** means, for the Person Insured, the premiums paid for:

1) the Coverage, including the policy fees paid if the Coverage is the first coverage shown on the Data Page when the policy is issued; and
2) the associated Return of Premium on Surrender or Maturity; and
3) the associated Return of Premium on Death, if purchased and in force at time of payment of the Return of Premium Benefit.

If the Coverage with Return of Premium on Surrender or Maturity was issued as a result of exercising a conversion privilege on an Empire Life CI Protect Plus Coverage that included Return of Premium on Surrender or Maturity, the premiums paid for the coverage that was converted will be included in Paid Premiums.

Premiums paid for any additional Life Insurance Coverage, Critical Illness Insurance Coverage, Additional Benefits and extra premium charges for the Person Insured or any other Life Insured will be excluded in determining the Return of Premium Benefit.

RP2 Return of Premium Benefit

The Return of Premium Benefit for a Coverage with Return of Premium on Surrender or Maturity is an amount equal to a percentage of the Paid Premiums. The percentage is based on the Attained Insurance Age of the Person Insured as indicated in the chart below.

Attained Insurance Age of Person Insured	Percentage of Paid Premiums
60 to 64	70%
65 to 69	80%
70 to 74	90%
75	100%

The Company will pay the Return of Premium Benefit to the Owner or, if applicable, the beneficiary, if the Return of Premium on Surrender or Maturity for the Person Insured is in force; and

1) the Owner submits a written surrender request to the Head Office of the Company any time after the later of:

   a) the Person Insured's Attained Insurance Age 60; and

   b) the 15th policy anniversary of the Coverage for the Person Insured,

   provided no claim for payment of a Critical Illness Benefit or a Non-Life Threatening Illness Benefit for the Person Insured is pending on the date the request for the Return of Premium Benefit is received; or

2) at the expiry date of the Return of Premium on Surrender or Maturity for the Person Insured as shown on the most recent Data Page.

EMPIRE LIFE CI PROTECT PLUS
RETURN OF PREMIUM ON SURRENDER OR MATURITY PROVISIONS

If the Coverage with Return of Premium on Surrender or Maturity was issued as a result of exercising a conversion privilege, the 15th policy anniversary referred to in 1) b) above will be for that Coverage, not for the coverage that was converted and therefore terminated.

Payment of the Return of Premium Benefit will terminate the Coverage for the Person Insured, unless the payment is a partial Return of Premium Benefit made in accordance with RP3 Decreasing the Sum Insured.

The Return of Premium on Surrender or Maturity will terminate upon termination of the Coverage.

RP3 Decreasing the Sum Insured

If the Sum Insured for the Coverage is decreased at any time, the Paid Premiums used in determining the Return of Premium Benefit will be adjusted to reflect the premiums that would have been paid if the Sum Insured for the Coverage had always been for the decreased amount.

If the Sum Insured for the Coverage is decreased after the later of the Person Insured's Attained Insurance Age 60 and the 15th policy anniversary for the Coverage, a partial Return of Premium Benefit will automatically be paid to the Owner or, if applicable, the beneficiary. The partial Return of Premium Benefit will be based on the Paid Premiums up to the date the decreased Sum Insured takes effect and reflects only those premiums attributable to the amount by which the Sum Insured for the Coverage has been reduced.

EMPIRE LIFE CI PROTECT PLUS
RETURN OF PREMIUM ON DEATH PROVISIONS

These provisions apply to only those Coverages identified as Empire Life CI Protect Plus on the most recent Data Page (referred to below as a "**Coverage**") and shown as having Return of Premium on Death. If there is a conflict between an Empire Life CI Protect Plus Return of Premium on Death Provision and a General Provision, the Empire Life CI Protect Plus Return of Premium on Death Provision will apply. In these Empire Life CI Protect Plus Return of Premium on Death Provisions, "**Return of Premium Benefit**" means the Return of Premium Benefit for Return of Premium on Death as described in RPD2.

RPD1 Definition

Subject to RPD3 Decreasing the Sum Insured, **"Paid Premiums"** means, for the Person Insured, the premiums paid for:

1) the Coverage, including the policy fees paid if the Coverage is the first coverage shown on the Data Page when the policy is issued; and
2) the associated Return of Premium on Death; and
3) any associated Return of Premium on Surrender or Maturity, if purchased and in force on the date of death of the Person Insured.

If the Coverage with Return of Premium on Death was issued as a result of exercising a conversion privilege on an Empire Life CI Protect Plus Coverage that included Return of Premium on Death, the premiums paid for the coverage that was converted will be included in Paid Premiums.

Premiums paid for any additional Life Insurance Coverage, Critical Illness Insurance Coverage, Additional Benefits and extra premium charges for the Person Insured or any other Life Insured will be excluded in determining the Return of Premium Benefit.

RPD2 Return of Premium Benefit

The Return of Premium Benefit for a Coverage with Return of Premium on Death is an amount equal to the Paid Premiums.

Subject to GP12 Payment of Proceeds, the Company will pay the Return of Premium Benefit to the Owner or, if applicable, the beneficiary, upon the death of the Person Insured if:

1) the Return of Premium on Death for the Person Insured is in force on the date of death; and
2) no claim for payment of a Critical Illness Benefit or a Non-Life Threatening Illness Benefit for the Person Insured is pending on the date of death.

Payment of the Return of Premium Benefit will terminate the Coverage for the Person Insured.

The Return of Premium on Death will terminate upon termination of the Coverage.

RPD3 Decreasing the Sum Insured

If the Sum Insured for the Coverage is decreased the Paid Premiums used in determining the Return of Premium Benefit will be adjusted to reflect the premiums that would have been paid if the Sum Insured for the Coverage had always been for the decreased amount.