



DATA PAGE

POLICY NUMBER **004567831L**
OWNER(S) **MARY SMITH**
POLICY DATE **JANUARY 28, 2021**

LIVES INSURED AND SCHEDULE OF BENEFITS	INITIAL ANNUAL PREMIUM/ PAYMENT	MATURITY OR EXPIRY DATE
LIFE INSURED(S): MARY SMITH AND JOHN L SMITH INSURANCE AGE: 28 RATE CLASS: NON-SMOKER LIFE INSURANCE Solution 100 Joint Second Death Non-participating \$500,000 Sum Insured \$500,000 Total sum insured payable on the death of the last to die of the life insured(s)	\$2,295.00	Life

Included in this policy are pages with the following codes:
GP-NP-1, SOL-3, SCV-1, JSD-2

Issued by the Company, January 29, 2021

SCHEDULE OF PREMIUMS

POLICY 004567831L

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 28, 2021	\$2,295.00	\$206.55
January 28, 2061	\$2,245.00	\$202.05
January 28, 2093	\$0.00	\$0.00

SAMPLE

TABLE OF GUARANTEED VALUES

POLICY ANNIVERSARY	POLICY YEAR	GUARANTEED CASH VALUE	GUARANTEED PAID-UP VALUE
2021	0	0	0
2022	1	0	0
2023	2	0	0
2024	3	0	0
2025	4	0	0
2026	5	0	0
2027	6	0	0
2028	7	0	0
2029	8	0	0
2030	9	0	0
2031	10	7,500	63,297
2032	11	11,510	94,006
2033	12	16,770	132,486
2034	13	22,015	168,144
2035	14	25,755	190,088
2036	15	29,880	212,988
2037	16	34,400	236,703
2038	17	39,355	261,235
2039	18	44,770	286,547
2040	19	48,260	297,645
2041	20	51,910	308,346
2042	21	55,720	318,583
2043	22	59,705	328,429
2044	23	63,880	337,883
2045	24	68,245	346,915
2046	25	72,820	355,567
2047	26	77,615	363,844
2048	27	82,635	371,761
2049	28	87,890	379,278
2050	29	93,395	386,473
2051	30	99,090	393,043
2052	31	104,980	399,285
2053	32	111,060	405,181
2054	33	117,330	410,791
2055	34	123,785	416,071
2056	35	130,425	421,079
2057	36	137,240	425,815
2058	37	144,225	430,279
2059	38	151,375	434,499
2060	39	158,690	438,492
2061	40	166,175	442,261
2062	41	173,830	445,821
2063	42	181,675	449,213
2064	43	189,710	452,423

TABLE OF GUARANTEED VALUES

POLICY ANNIVERSARY	POLICY YEAR	GUARANTEED CASH VALUE	GUARANTEED PAID-UP VALUE
2065	44	197,950	455,466
2066	45	206,420	458,375
2067	46	215,140	461,160
2068	47	224,125	463,807
2069	48	233,410	466,345
2070	49	242,930	468,760
2071	50	252,805	471,080
2072	51	263,070	473,318
2073	52	273,775	475,478
2074	53	284,960	477,560
2075	54	296,335	479,515
2076	55	307,650	481,320
2077	56	318,895	482,999
2078	57	329,925	484,522
2079	58	340,645	485,921
2080	59	350,985	487,189
2081	60	360,895	488,337
2082	61	370,345	489,376
2083	62	379,305	490,318
2084	63	387,760	491,172
2085	64	396,060	491,976
2086	65	404,635	492,779
2087	66	413,615	493,586
2088	67	423,185	494,416
2089	68	433,690	495,284
2090	69	445,640	496,231
2091	70	459,795	497,297
2092	71	477,315	498,533
2093	72	500,000	500,000

POLICY NO.:

004567831L

SOLUTION 100 JOINT SECOND DEATH NON-

PARTICIPATING:

Non-Smoker

AMOUNT:

\$500,000.00

POLICY DATE:

January 28, 2021

LIFE INSURED(S):

MARY SMITH and JOHN L SMITH

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.

GENERAL PROVISIONS

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.

GENERAL PROVISIONS

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.

GENERAL PROVISIONS

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.

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SOLUTION SERIES LIFE INSURANCE PROVISIONS

These provisions will apply to only those Coverages identified as Solution 10, 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 Deferred Non-Smoker Provision

If the Insurance Age of a Life Insured is 17 or less and, if within 60 days of the policy anniversary when that Life Insured reaches Attained Insurance Age 18, the Owner submits to the Company satisfactory proof that the Life Insured has not used any tobacco or nicotine products within the previous 12 months, the Company will reduce the portion of the policy's premium applicable to that Life Insured effective from that policy anniversary. The amount of the reduction in the total annual premium will be determined based on the Company's rules in effect at the effective date of the Coverage(s).

SS3 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.

SS4 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.

SAMPLE

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.

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JOINT SECOND DEATH PROVISIONS

JSD1 Death Benefit

On the death of the last of the Lives Insured, the Company will pay as part of the proceeds of this policy, the Sum Insured for the Joint Second Death insurance Coverage, provided the Coverage is in force.

JSD2 Joint Conversion Privilege

If the insurance Coverage to which this Joint Second Death provision applies includes a Conversion Privilege and/or a Special Conversion Privilege, such privileges will apply provided that the new insurance is on a Joint Second Death basis for the Lives Insured.

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