

# EARLY REDEMPTION CHARGE (ERC) RECOVERY CREDIT REQUEST FOR A REDEMPTION FROM ANOTHER INSTITUTION FOR CANOE EL PROTECTION PORTFOLIOS CONTRACT

Use this form to make an ERC recovery credit request. To be eligible for a recovery credit the required documentation must be received by Empire Life within 30 days of the date the redemption proceeds are credited to the Canoe EL Protection Portfolios contract.

**Throughout this form:**

“**early redemption charge**” refers to the deferred sales charge a financial institution imposes when a client redeems Deferred Sales Charge mutual/segregated funds prior to the maturity of the applicable withdrawal fee schedule, or charges directly related to redeeming a GIC before its maturity. Administrative fees and costs imposed by a financial institution related to transfers out, closing of an account and other related costs are not included.

“**Empire Life**” means The Empire Life Insurance Company.

“**Canoe EL Protection Portfolios contract**” means the Canoe EL Protection Portfolios contract or application listed below.

“**prior investment**” means the owner’s segregated fund, mutual fund or GIC with, or formerly with, the financial institution named below.

“**recovery credit**” means the amount equal to the early redemption charge credited to the Canoe EL Protection Portfolios contract.

“**required documentation**” means this properly completed and signed form, a transaction confirmation showing the redemption of the prior investment and the early redemption charge by the prior financial institution, and a cheque made payable to Empire Life equal to the early redemption charge.

Contract Details	
Owner name	Joint owner name
Contract/application number	

Prior Investment Redemption Details (copy of redemption transaction confirmation is attached)
Name of financial institution

Owner Acknowledgement and Authorization
<p><b>I understand and acknowledge that:</b></p> <ul style="list-style-type: none"> <li>I am redeeming part or all of the prior investment and requesting the proceeds be credited to my Canoe EL Protection Portfolios contract.</li> <li>The redemption of the prior investment will reduce or terminate any contractual death benefit guarantees, maturity benefit guarantees and reset benefits, if any, applicable to the prior investment, in accordance with the prior investment’s contractual terms and conditions.</li> <li>The redemption will result/has resulted in an early redemption charge.</li> <li>I am redeeming part or all of the prior investment and crediting the proceeds to my Canoe EL Protection Portfolios contract because it is more suitable for me given my current investment objectives and needs.</li> <li>The death benefit guarantees, maturity benefit guarantees and reset benefits applicable to my Canoe EL Protection Portfolios contract are described in the Empire Life Information Folder and Contract Provisions.</li> <li><b>A new withdrawal fee schedule may apply to the proceeds credited to my Canoe EL Protection Portfolios contract and recovery credit, depending on the purchase fee option selected. If the Deferred Sales Charge purchase fee option is selected, surrender charges will apply if I withdraw funds from my Canoe EL Protection Portfolios contract within 7 years (subject to the free withdrawal limit). If the No Load (NL) purchase option is selected, there is no withdrawal fee schedule. I can refer to to the Empire Life Information Folder and Contract Provisions for more information about purchase options and early redemption charges applicable to my contract.</b></li> </ul>



## Owner Acknowledgement and Authorization (cont'd)

### I understand and acknowledge that:

- My financial advisor has agreed to reimburse the amount of the early redemption charge as a credit to my Canoe EL Protection Portfolios contract, which will appear as a 'deposit' of segregated fund units on the Transaction Confirmation Notice.
- I am eligible for a recovery credit if Empire Life receives the required documentation within 30 days of the date the proceeds are credited to my Canoe EL Protection Portfolios contract. Empire Life will process the recovery credit within 3 business days of receiving the required documentation.
- The redemption of the prior investment and the investment of the recovery credit may result in tax consequences. I have obtained/will obtain independent professional advice as to the tax implications related to my particular circumstances, including:
  - If my Canoe EL Protection Portfolios contract is registered, I understand the recovery credit will not be treated as income or as a contribution by Empire Life, in accordance with current Canada Revenue Agency rulings; and
  - **If my Canoe EL Protection Portfolios contract is non-registered, I understand the recovery credit may be considered income under paragraph 12(1)(x) of the Income Tax Act (Canada) and it is my responsibility to correctly report this income for personal income tax purposes. I understand that if I make an election under sub-section 53 (2.1) of the Income Tax Act (Canada) to reduce the adjusted cost base ("ACB") of the segregated fund units in my Canoe EL Protection Portfolios contract it is my responsibility to provide evidence to Empire Life of such election to enable Empire Life to correctly adjust the ACB of the segregated fund units in my Canoe EL Protection Portfolios contract to ensure correct reporting for income tax purposes.**
- My financial advisor has carefully reviewed the important information in this form with me.
- I understand the consequences of redeeming the prior investment and subsequent allocation of the recovery credit. **I acknowledge that Empire Life is not responsible for any such consequences.**
- **Empire Life reserves the right to decline any early redemption charge recovery credit request or adjust any recovery credit amount based upon review of the required documentation.**

### I authorize:

- My financial advisor to reimburse the early redemption charge.
- The allocation of the recovery credit to the segregated fund units in my Canoe EL Protection Portfolios contract in accordance with the instructions set out in this form.

## Recovery Credit Investment Instructions

Canoe EL Protection Portfolios Segregated Fund Name	Segregated Fund Code (DSC* or NL option fund codes only)	Amount (%)
		%
		%
		%
		%
<b>TOTAL</b>		100%

If there is a discrepancy between the fund name and the fund code, the fund code will be used.

\*Deposits to an Empire Life Guaranteed Investment Fund contract under the DSC option are not permitted if the annuitant was 80 years old on or before the preceding December 31st.

Signature of owner (or first authorized signature for corporate owner) <b>X</b>	Date (dd/mmm/yyyy)
Signature of joint owner (or second authorized signature for corporate owner) <b>X</b>	Date (dd/mmm/yyyy)

## Advisor Declaration and Acknowledgement

I recommended to the above owner(s) that they redeem the prior investment and apply the proceeds to the Canoe EL Protection Portfolios contract.

I have carefully reviewed with the owner(s) and explained to them, the important information in this form.

**I advised the owner(s) that this decision will result in a new withdrawal fee schedule under the Canoe EL Protection Portfolios contract, unless the owner(s) have chosen a No Load fund, then there is no withdrawal fee schedule.**

In order for the owner(s) to be eligible for a recovery credit, Empire Life must receive the required documentation within 30 days of the date the redemption proceeds are credited to the Canoe EL Protection Portfolios contract.

If the owner(s) have chosen a NL fund code, the MGA has agreed to participate in the NL early redemption recovery program.

Advisor signature

X

Date (dd/mmm/yyyy)

Advisor name

### Send the completed form to:

**By mail:**

Empire Life  
259 King Street East  
Kingston ON K7L 3A8

**By fax:** 1 800 920-5868

**By email:** [investments@empire.ca](mailto:investments@empire.ca)



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