

## DATA PAGE

POLICY NUMBER	DFDK10001L
OWNER	MALE TESTING
POLICY DATE	01 OCTOBER 2012

LIVES INSURED AND SCHEDULE OF BENEFITS	INITIAL ANNUAL PREMIUM/PAYMENT	MATURITY OR EXPIRY DATE
<b>LIFE INSURED: MALE TESTING</b> INSURANCE AGE: 36    RATE CLASS: NON-SMOKER		
<b>LIFE INSURANCE</b>		
SOLUTION 100 WITH VALUES NON-PAR \$100,000 INITIAL SUM INSURED	\$830.00	LIFE
SOLUTION 20 NON-PAR \$50,000 INITIAL SUM INSURED CONVERSION PRIVILEGE	68.50	LIFE
SOLUTION 10 NON-PAR \$25,000 INITIAL SUM INSURED CONVERSION PRIVILEGE	25.50	01 OCTOBER 2051 LIFE
<b>\$175,000 TOTAL INITIAL SUM INSURED FOR MALE TESTING</b>		
<b>ADDITIONAL BENEFITS</b>		
CHILDREN'S LIFE RIDER AMOUNT OF INSURANCE \$10,000	40.00	01 OCTOBER 2041
WAIVER OF PREMIUM	43.86	01 OCTOBER 2041
ACCIDENTAL DEATH & DISMEMBERMENT AMOUNT OF INSURANCE \$5,000	5.90	01 OCTOBER 2046
GUARANTEED INSURABILITY AMOUNT OF INSURANCE \$20,000	49.80	01 OCTOBER 2021

INCLUDED IN THIS POLICY ARE PAGES WITH THE FOLLOWING CODES: SP, TABLE1, GP1-5, GP2-5, SOL-2, GVP-1, CONV-1, CR-3, WP-4, LADD-2, GI-4.

ISSUED BY THE COMPANY, 29 NOVEMBER 2012

**SCHEDULE OF PREMIUMS**

POLICY NUMBER

DFDK10001L

<b>BEGINNING</b>	<b>ANNUAL PREMIUM</b>	<b>APP PREMIUM</b>
01 OCT 2012	\$1,063.56	\$95.73
01 OCT 2021	1,011.48	91.04
01 OCT 2022	1,081.54	97.35
01 OCT 2032	1,695.37	152.59
01 OCT 2041	1,583.90	142.56
01 OCT 2042	1,909.90	171.90
01 OCT 2046	1,904.00	171.37
01 OCT 2052	4,811.75	433.06
01 OCT 2062	4,811.75	433.06
01 OCT 2072	4,811.75	433.06

SAMPLE

## TABLE OF GUARANTEED VALUES

POLICY ANNIVERSARY	POLICY YEAR	GUARANTEED CASH VALUE	GUARANTEED PAID-UP VALUE
2013	01	0	0
2014	02	0	0
2015	03	0	0
2016	04	230	1,630
2017	05	583	4,012
2018	06	1,064	7,106
2019	07	1,679	10,877
2020	08	2,434	15,287
2021	09	3,337	20,309
2022	10	4,395	26,059
2023	11	5,616	32,231
2024	12	7,008	38,911
2025	13	8,580	46,069
2026	14	9,401	48,795
2027	15	10,252	51,416
2028	16	11,135	53,938
2029	17	12,053	56,361
2030	18	13,008	58,695
2031	19	14,002	60,936
2032	20	15,035	63,082

	ATTAINED INSURANCE AGE		
2036	60	19,587	70,772
2041	65	26,319	78,519
2046	70	34,067	84,234

POLICY NO. **DFDK10001L**

SOLUTION 100 WITH VALUES NON-PAR **NON-SMOKER**

AMOUNT: **\$100,000.00**

POLICY DATE: **01 OCTOBER 2012**

LIFE INSURED: **MALE TESTING**

# GENERAL PROVISIONS

## Definitions

"Company" shall mean The Empire Life Insurance Company.

"Coverage" shall mean any Life Insurance Benefit, Critical Illness Benefit, or Additional Benefit as shown on the most recent Data Page.

"Life or Lives Insured" shall mean the person(s) whose life is insured as shown on the most recent Data Page for this policy.

"Owner" shall mean the person who owns this policy and all the rights and privileges associated with it. This person may also be a Life Insured.

## GP1 The Contract

This policy, the application, any subsequent applications for change or reinstatement of the policy, and any policy endorsements constitute the entire contract between the Company and the Owner.

This policy will be governed and construed in accordance with the laws of the Province or Territory of Canada in which the Owner signs the original application for this policy.

This contract will take effect on the Policy Date shown on the Data Page only if:

- i) the first premium due has been paid; and
- ii) the insurability of the Life or Lives Insured has not changed between the completion of the application and the delivery of the policy; and
- iii) in all provinces except Quebec, the policy has been delivered to the Owner, an agent or assignee of the Owner, or the beneficiary; or,
- iv) in the Province of Quebec, the date the application is approved at the Head Office of the Company.

The Owner and the Company may mutually agree to any change in the policy, subject to all applicable laws. Any change or waiver of a policy provision must be in writing and must be signed by an authorized officer of the Company.

## GP2 Incontestability

Failure to disclose in the application for this policy or for a policy change or reinstatement requiring evidence of insurability, or misrepresentation therein of any and every fact which is material to the contract will render the contract voidable by the Company, except as noted below.

In the absence of fraud, no benefit of this policy may be voided by the Company after it has been in force during the lifetime of the Life or Lives Insured for that benefit for a period of two years.

The two-year limitation does not apply to any Waiver of Premium Provision included in this policy. The two-year limitation does not apply if a claim is made for a Critical Illness Benefit where the symptoms or medical problems leading to a Diagnosis or surgery commenced before the end of the two-year period. The two-year period is measured from the later of the effective date of:

- i) the policy; or
- ii) the last policy change requiring evidence of insurability; or
- iii) the last reinstatement.

If the premium charged for this policy is based, in whole or in part, on a declaration made on the application, 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 untrue all parties to this contract agree that the declaration will be deemed to be fraud and this contract and any claim for benefits will be void.

Notwithstanding the above and in the absence of fraud, provisions relating to investments in the Segregated Fund(s) of the Company will be incontestable.

Misstatement of age or sex will not be considered misrepresentation for the purpose of this policy.

## GP3 Currency and Place of Payment

Every payment made under the terms of this policy, either to or by the Company, will be payable in lawful money of Canada. Payments to the Company may be made at any office of the Company.

## GP4 Payment of Premiums

The Schedule of Premiums page shows the total initial annual premium due for this policy. This includes premiums for any Life Insurance Benefits, Critical Illness Benefits, Additional Benefits, and the administration fee. The Schedule of Premiums page will reflect any adjustments in the premiums payable.

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.

Unless specified otherwise in this policy, premiums that are due and paid will not be refundable, in whole or in part, except the first payment made in respect of this policy. The first payment will be fully refundable providing the Owner, within 10 days of receipt of this policy, completes the Request to Cancel Under The Ten Day Rescission Privilege and returns this policy to the Head Office of the Company.

## GENERAL PROVISIONS (cont'd)

No premium will be due or payable after this policy terminates or becomes paid-up in accordance with the terms and conditions of the paid-up privilege, if applicable.

The acceptance of any premium payment made in respect of any benefit provision(s) after the termination of such provision(s) in accordance with its terms will not impose on the Company any liability. The premium payment will be refunded to the Owner.

### GP5 Grace Period

While this policy is in force any premium, or any part of such premium, which 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 in default will be allowed for payment of such premium during which time this policy will remain in force.

If a Life Insured dies at any time during the grace period an amount equal to the premium in default will be deducted from the proceeds payable.

Further, if this policy includes Critical Illness Benefits for a Life Insured and, if during the grace period, that Life Insured is diagnosed with a Critical Illness, as defined in the Critical Illness provisions, an amount equal to the premium in default will be deducted from the proceeds payable.

If a premium in default remains unpaid at the end of the grace period, this policy will lapse and cease to be in force. No benefits or privileges will be payable or enforceable except as may be otherwise specified in any provision in this policy and then only to the extent and in accordance with the terms of such provision.

### GP6 Reinstatement

Notwithstanding GP5 Grace Period, the Owner may apply for reinstatement of this policy at any time within two years after the date it lapsed and ceased to be in force by:

- i) paying to the Company the overdue premiums and other indebtedness at the time of such application together with interest; and
- ii) submitting evidence of the good health and other evidence of the insurability of the Life or Lives Insured, satisfactory to the Company.

### GP7 Policy Years

For benefits applied for on the original application for this policy, policy years will be measured from the policy date shown on the Data Page and each succeeding anniversary of the policy date will constitute a policy anniversary for such benefits.

For benefit(s) applied for after the policy date as shown on the most recent Data Page, policy years will be measured from the effective date of such benefit(s) as indicated on the Application for Policy Change for the respective benefit(s). Each succeeding anniversary of the effective date of such benefit(s) will constitute a policy anniversary for the respective benefit(s).

### GP8 Indebtedness

The term "Indebtedness" will mean indebtedness to the Company under this policy at any time and will consist of the total of:

- i) amounts, if any, loaned by the Company on the security of this policy; plus
- ii) interest, if any, on i); less
- iii) the amount of any repayment of i) or ii).

Interest will accrue at a rate, compounded annually, as the Company may determine to be applicable during each policy year.

Indebtedness will be a first charge against this policy in favour of the Company in priority to the claim of any beneficiary, assignee or other person making a claim and will be deducted from the proceeds payable under this policy.

Repayment, in whole or in part, of indebtedness may be made at the Head Office of the Company at any time.

### GP9 Suicide

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

- i) the policy, or
- ii) the last policy change requiring evidence of insurability, or
- iii) the last reinstatement,

whichever will be latest, the only amounts payable by the Company will be:

- i) the cash value less indebtedness, determined at the date of death in accordance with the Guaranteed Value Provisions, if applicable; and
- ii) the Return of Premium on Death as described in the Critical Illness Provisions, if applicable; and
- iii) the sum of the value of any units in the Segregated Fund(s) of the Company plus any amounts held on deposit in the general funds of the Company at the credit of this policy determined at the time of death as described in those provisions, if applicable.



## GENERAL PROVISIONS (cont'd)

### GP10 Payment of Proceeds

Before making payment of any proceeds payable under this policy, the Company will require:

- i) sufficient proof of the right of the claimant to receive such payment;
- ii) satisfactory proof of age for the Life or Lives Insured;
- iii) satisfactory evidence of the death and the cause of death of a Life Insured;
- iv) any other information which the Company may reasonably require to establish the validity of the claim.

Upon making payment a valid discharge of all liability under the policy 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 or other applicable legislation.

### GP11 Settlement Provisions

Benefits payable under the terms of this policy may be paid in cash, left on deposit, used to provide an annuity or settled on any other agreed upon basis.

Details of the options and the conditions under which they are available will be provided on request.

### GP12 Insurance Age and Sex

The Insurance Age for each benefit is as shown on the most recent Data Page. This 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. The Attained Insurance Age at any time is the Insurance Age increased by the number of policy years that have elapsed since the effective date for each benefit.

If the age or sex of a Life Insured for any benefit under this policy is misstated, the proceeds payable for that benefit will be adjusted to the amount that would have been provided on the basis of the correct age or sex by the premium actually paid in respect of that benefit. If, on the basis of the correct age, the benefit would not have been available for that Life Insured, that benefit will be void and cancelled and all premiums paid for that benefit will be refunded.

### GP13 Beneficiary

The beneficiary will be as designated in the application for this policy.

The Owner may, if the law governing this policy allows:

- i) appoint a beneficiary or alter or revoke a prior designation provided that, if the previous designation was irrevocable, the written consent of the irrevocable beneficiary is provided; and

- ii) apportion or reapportion the proceeds payable

by submitting a written request to the Head Office of the Company.

The Company assumes no responsibility for the validity or sufficiency of any such declaration.

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.

If no beneficiary survives the Life or Lives Insured, the beneficiary will be the Owner or the estate of the Owner.

### GP14 Assignment

The Company assumes no responsibility for the validity, effect or sufficiency of any assignment of any interest in this policy and will not be bound by any such assignment, unless it is in writing and filed at the Head Office of the Company.

### GP15 Control of Policy

Subject to the provisions of the law governing this policy and to the rights of any beneficiary, the Owner may:

- i) exercise all the rights, options and privileges granted by this policy or permitted by the Company;
- ii) assign this policy;
- iii) agree with the Company to any change or amendment of this policy.

If the Owner dies while this policy is in force, the Contingent Owner will have all the rights, options and privileges of the Owner. If no Contingent Owner has been named, all rights, options and privileges of the Owner will be transferred to the Life or Lives Insured under this policy.

### GP16 Deferred Non-Smoker Provision

If the Insurance Age of a Life Insured as indicated on the Data Page is 17 or less and if within 60 days of the policy anniversary nearest that Life Insured's 18th birthday, 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 that portion of the policy's premium applicable to that Life Insured effective from that anniversary. The amount of the reduction in the total annual premium will be determined based on the Company's rules in effect at the policy date as shown on the most recent Data Page.

## GENERAL PROVISIONS (cont'd)

### GP17 Termination of a Coverage

A coverage will terminate:

- i) if it is surrendered for cash; or
- ii) on the date payment of the Sum Insured for a benefit is made; or
- iii) upon receipt at the Head Office of the Company of a written request from the Owner for termination of a coverage; or
- iv) at the expiry date for the coverage as shown on the most recent Data Page; or
- v) at the coverage termination date as defined in any provision within this policy,

whichever occurs first.

### GP18 Termination of a Policy

This policy will terminate:

- i) if all coverages have been terminated; or
- ii) for non-payment of premiums as described in GP5, Grace Period; or
- iii) at any time indebtedness exceeds the cash value; or
- iv) upon receipt at the Head Office of the Company of a written request from the Owner to cancel the policy,

whichever occurs first.

## LIFE INSURANCE PROVISIONS

These provisions will apply to only those Coverages identified as Solution 10, Solution 20, Solution 100 or 20 Pay Solution on the most recent Data Page.

### **S1 Sum Insured**

The total Sum Insured for a Life or Lives Insured is as shown on the most recent Data Page. The Sum Insured is guaranteed until the earlier of the date a Coverage is terminated or the date on which the Life or Lives Insured for a Coverage attains Insurance Age 101.

Provided a Coverage remains in force, commencing at attained Insurance Age 101 of the Life or Lives Insured, the Sum Insured will increase at the rate of five percent (5%) per year. The increase will take effect on the policy anniversary at which the Life Insured attains age 101 and annually thereafter provided that the Life Insured is living and this Coverage remains in force as at each anniversary date.

### **S2 Paid-Up Benefit**

Once the Life or Lives Insured for a Coverage attain Insurance Age 100, that Coverage becomes paid-up.

### **S3 Death Benefit**

If a Life Insured dies the Company will pay, as part of the proceeds of this policy, the Sum Insured for that Life Insured provided the Coverage is in force.

SAMPLE



# GUARANTEED VALUE PROVISIONS

## Definitions

"Cash Value" and the corresponding "Paid-up Value" shall mean the values shown in the Table(s) of Guaranteed Values for the end of the applicable policy year. Values for other policy years or portions of policy years may be obtained from the Company on request. Cash Value does not include the surrender value of any units in the Segregated Fund(s) of the Company or any amounts held on deposit in the general funds of the Company at the credit of this policy.

"Loan Value" is equal to the Cash Value less indebtedness and interest for one year as determined by the Company.

## GV1 Guaranteed Value Options

In the absence of legal restrictions the Owner may, in writing, request:

- i) payment of the Cash Value of a Coverage, less indebtedness, in a single sum; or
- ii) exchange of a Coverage for non-participating paid-up insurance as specified in provisions GV2, Paid-Up Privilege.

In either case, the Owner will comply with the requirements of the Company. The liability of the Company will be limited only to the payment provided for under the option requested. The Company may defer making payment of the Cash Value for a period not exceeding 90 days after receipt of the request at its Head Office.

## GV2 Paid-Up Privilege

The Owner may exchange a Coverage for non-participating paid-up insurance on a Life Insured without any further evidence of insurability provided that the Coverage has a Guaranteed Paid-Up Value as at the date of the request.

The paid-up insurance will become effective at the time of the exchange. The Sum Insured provided will be determined from the Table of Guaranteed Values for the applicable Coverage for the Life Insured, adjusted for any indebtedness.

The Owner may exercise this Paid-Up Privilege by submitting a written request to the Head Office of the Company. The Company reserves the right to refuse the exercise of the Paid-Up Privilege if the Sum Insured will be less than \$5,000.

## GV3 Cash Loans

The Owner may borrow upon the security of this policy, while it is in force and if it has a Cash Value, an amount not exceeding the Loan Value. 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 at its Head Office.

## GV4 Automatic Premium Loans

If this policy has a Cash Value, and a premium remains unpaid at the end of the Grace Period, it will automatically remain in force upon the application by the Company of a loan on the security of this policy as follows:

- i) If the Cash Value, less indebtedness, is equal to or greater than the premium in default this policy will remain in force from the due date of the premium in default to the due date of the next premium, if any;
- ii) If the Cash Value, less indebtedness, is less than the premium in default this policy will remain in force for the longer of:
  - a) the grace period; or
  - b) the period of time that the Cash Value less indebtedness will allow, as determined by the Company.

This policy will lapse unless the full premium due and any interest owing are paid before the end of this period.

# LIFE INSURANCE CONVERSION PRIVILEGE PROVISIONS

## C1 Conversion Privilege

The Owner may exchange a Life Insurance Coverage on a Life Insured without any further evidence of the insurability of that Life Insured, provided that:

- i) the Coverage provides for a conversion privilege; and
- ii) the conversion privilege has not expired as shown on the most recent Data Page.

The following conditions for the new insurance will apply:

- i) the new insurance will become effective at the time of the exchange and will be selected from any level premium permanent whole life insurance plan then being offered by the Company; and
- ii) the Sum Insured for the new insurance will not be greater than the Sum Insured specified on the most recent Data Page for the Coverage being exchanged; and
- iii) the premium for the new insurance will be determined by the Company at the time of the exchange, taking into account the attained Insurance Age and the original class of risk of the Life Insured.

The new insurance may include an Accidental Death and Dismemberment Provision if, at the time of the exchange, this provision is included in this policy for the Life Insured. The total of the Accidental Death and Dismemberment Benefits cannot be greater than the amount of insurance as shown on the most recent Data Page for this benefit.

The new insurance may include a Waiver of Premium Provision if, at the time of the exchange, this provision is included in this policy for the Life Insured and the Life Insured is not then totally disabled, as defined in the Waiver of Premium provisions of this policy.

The Owner may exercise this conversion privilege by submitting a written application for conversion, the first premium due, and a request for termination of this Coverage to the Head Office of the Company.

## C2 Special Conversion

If this policy includes Waiver of Premium benefits on a Life Insured the Owner may exchange a Life Insurance Coverage on that Life Insured for any non-participating level premium permanent whole life insurance plan provided that:

- i) the Life Insured is totally disabled prior to the policy anniversary nearest the Life Insured's sixtieth birthday; and
- ii) the Life Insured remains continuously disabled until the date specified on the most recent Data Page for the expiry of the conversion privilege on that Coverage.

The new insurance resulting from such special conversion will:

- i) include a benefit providing for the waiver of premiums; and
- ii) be for an amount equal to the Sum Insured as specified on the most recent Data Page for this Coverage; and
- iii) become effective at the time this conversion privilege expires.

The Owner may exercise this special conversion privilege by submitting a written application for special conversion, and request for the termination of the Coverage on the Life Insured to the Head Office of the Company within 90 days prior to the date specified on the Data Page for the expiry of this conversion privilege.

# CHILDREN'S LIFE RIDER PROVISION

## CR1 Definitions

Wherever used in this provision:

"**child**" shall mean (i) any child, stepchild or legally adopted child of a Life Insured under this provision, as shown on the Data Page, who is living at the time this provision comes into force and who is named in the application for this provision and (ii) any child born to or legally adopted by the Life Insured after this provision comes into force and who has attained the age of fifteen days;

"**CR benefit**" shall mean the amount of insurance specified for this provision on the Data Page;

"**insurance age**" shall mean, for each child insured under this provision, that child's age as determined by his or her nearest birthday to the policy anniversary of the Policy Date indicated on the Data Page of this policy.

For the purposes of this Children's Life Rider provision the term "**Life Insured**" as used in the General Provisions entitled The Contract, Incontestability and Reinstatement of this policy shall include and mean, and be deemed to include and mean, each child insured under this provision.

## CR2 Death Benefits

Upon receipt at its Head Office of satisfactory proof of the death of a child prior to the policy anniversary at which such child attains insurance age 21 and, provided this provision has not terminated as described in CR6 Termination of Provision, the Company shall pay an amount equal to the full CR benefit.

However no such benefit shall be payable in the event of any death of a child resulting from suicide, while sane or insane, within two years from the effective date of this provision or its last change requiring evidence of insurability or its last reinstatement date, whichever is latest.

Any payment made by the Company shall be made to the Owner or, where permitted by law, to the beneficiary if living at the time of such payment, and otherwise to the estate of the child in respect of whose death such payment is to be made.

The payment of a death benefit in accordance with the above at any point in time shall in no way affect the payment of a death benefit at any future point in time provided the conditions required for such payment have been met.

## CR3 Paid-up Benefits

If this provision is in force at the date of death of the Life Insured, under this provision, as shown on the Data Page, the Company shall waive all premiums subsequently due and payable in respect of this Children's Life Rider provision.

The insurance with respect to each child will continue until the policy anniversary at which such child attains insurance age 21, or the date specified on the Data Page for the expiry of this provision, whichever is earlier.

## CR4 Option to Purchase

While this provision is in force each child may elect to purchase, without submitting evidence of insurability, an individual policy on his or her life by submitting written application for and the first premium due and payable in respect of such policy to the Head Office of the Company, at any time within 60 days before the policy anniversary at which such child attains insurance age 21.

The policy so purchased shall:

- i) be selected from any permanent life insurance plan then being offered by the Company; and
- ii) not include any additional benefit provisions; and
- iii) become effective at the policy anniversary in respect of which this option to purchase is exercised.

The amount of insurance provided under such policy shall not exceed 4 times the CR benefit in respect of such child and the total annual premium therefore shall be determined in accordance with the amount of insurance and the insurance age of such child at the time of purchase and the rates then in use by the Company for the plan selected.

The insurance age of each child shall be determined from the date of birth provided for such child in the application for the individual policy and the Company may require proof of age of such child at the time this option to purchase is exercised.

## CR5 Premiums

The annual premium payable in respect of this Children's Life Rider provision is included in the total annual premium specified for this policy on the Schedule of Premiums Page.

## CR6 Termination of Provision

This Children's Life Rider provision shall terminate:

- a) if this policy is surrendered for cash or lapses or is converted to any form of paid-up insurance; or
- b) upon maturity or expiry of this policy; or
- c) at the date specified on the Data Page for the expiry of this provision; or
- d) upon receipt at the Head Office of the Company of written request for termination from the Owner;

## CHILDREN'S LIFE RIDER PROVISION (cont'd)

whichever shall first occur. The benefits of this provision shall no longer be provided and the premiums therefore shall no longer fall due after this provision is thus terminated.

Notwithstanding the preceding paragraph, all benefits payable in respect of and all privileges exercisable by each child insured under this provision shall immediately terminate upon

- i) the payment of such benefits in respect of or such child, or
- ii) the exercise by such child of the option to purchase, or
- iii) the expiry of the last date allowed for the exercise by such child of the option to purchase,

whichever shall first occur. All benefits and privileges applicable to any remaining child shall remain in full force until such time as they shall be terminated in accordance with CR6 Termination of Provision.

SAMPLE

# WAIVER OF PREMIUM PROVISION

## WP1 Definitions

For the purposes of this provision, the term "**Person Insured**" shall mean the person, or either of the persons, identified on the Data Page as a Life Insured for the Waiver of Premium Provision.

Wherever used in this waiver of premium provision "**total disability**" shall mean a state of incapacity resulting from bodily injury, illness or disease which wholly prevents the Person Insured from engaging for remuneration or profit in any occupation or business or performing any work for which the Person Insured is reasonably suited by education, training or experience and "**totally disabled**" shall have a corresponding meaning.

## WP2 Benefits Provided

Upon receipt at its Head Office of due proof that the total disability of the Person Insured commenced while this provision was in force and before the date specified on the Data Page for the expiry of this provision, and that such total disability had continued without interruption for a period of four or more months, the Company shall, subject to the conditions of this policy, waive the payment of each premium in respect of this policy which falls due after the commencement and during the continuance of such total disability:

- (i) provided that the total disability of the Person Insured commenced prior to the policy anniversary nearest the Person Insured's sixtieth birthday; or
- (ii) until the policy anniversary nearest the Person Insured's sixty-fifth birthday provided that the total disability of the Person Insured commenced prior to the policy anniversary nearest the Person Insured's sixty-third birthday and after the policy anniversary nearest the Person Insured's sixtieth birthday; or
- (iii) for a period of two years provided that the total disability of the Person Insured commenced prior to the policy anniversary nearest the Person Insured's sixty-fifth birthday and after the policy anniversary nearest the Person Insured's sixty-third birthday.

If a premium (other than a monthly premium) has been paid covering a period with respect to which the Person Insured was totally disabled, the Company will waive a prorata portion of such premium. A refund for such waiver will be made not later than 60 days after the first policy anniversary following eligibility for such waiver, or at the end of the total disability if earlier.

Notwithstanding the above, no premium payment shall be waived which fell due more than one year prior to receipt of proof of such total disability.

Premium payments, if any, shall be waived according to the mode of premium payment in force at the commencement of total disability and the effect of the waiver shall be the same as if such premium had been paid in cash. The waiver of a premium payment shall in no way affect any amounts payable by the Company as elsewhere provided in this policy.

Upon termination of total disability a premium payment of a prorata portion of the policy premium to the next premium due date shall be due to the Company.

## WP3 Exclusions

Premium payments shall not be waived in accordance with WP2 Benefits Provided if such total disability resulted, directly or indirectly, from any one or more of the following causes:

- (a) intentionally self-inflicted injuries;
- (b) any violation of the criminal law by the Person Insured;
- (c) the illegal or illicit use of drugs or substances or the misuse of medication obtained with or without prescription or the misuse of alcohol;
- (d) pregnancy, childbirth or miscarriage;
- (e) riot, insurrection, war or hostilities of any kind whether war be declared or not and whether or not the Person Insured was participating therein.

If the Person Insured was less than sixteen years of age on the Policy Date shown on the Data Page, then premium payments shall not be waived under this provision unless the total disability commenced after:

- (i) the policy anniversary nearest the Person Insured's twenty-first birthday; or
- (ii) the date the Person Insured becomes the legal owner of this policy.

whichever shall first occur.

## WP4 Continuance of Total Disability

The Company shall require proof of the continuance of total disability of the Person Insured from time to time following receipt of written notice and due proof of such total disability. Proof of continuance of total disability may include medical examination by a physician designated by the Company. If such proof shall not be furnished when required or if total disability ceases, premium payments shall no longer be waived and premiums shall become due and payable in accordance with the terms of this policy unless the Person Insured shall again become totally disabled in which event the Person Insured shall again be entitled to the benefits of this provision subject to all its terms and conditions as if no prior disability had existed.

## WAIVER OF PREMIUM PROVISION (continued)

### WP5 Premiums in Default

The annual premium payable in respect of this waiver of premium provision is included in the total annual premium for this policy as specified on the Schedule of Premiums Page. If written notice and due proof of total disability is received at the Head Office of the Company at a time when a policy premium is in default, the payment of such premium shall be waived by the Company only if:

- (a) notice and due proof of claim is received within one year of the due date of the first such premium in default; and
- (b) the total disability for which claim is made commenced before the policy lapsed and ceased to be in force; and
- (c) total disability was continuous from the date the policy lapsed and ceased to be in force,

provided that if total disability commenced on or after the due date of the first such premium in default and before the policy lapsed and ceased to be in force, such premium in default together with interest thereon must be paid to the Company.

### WP6 Termination of Provision

This waiver of premium provision shall terminate:

- (a) if this policy is surrendered or lapses or is converted to any form of paid-up insurance; or
- (b) upon maturity or expiry of this policy; or
- (c) at the date specified on the Data Page for the expiry of this provision; or
- (d) at the date of death of the Person Insured,

whichever shall first occur.

The benefits of this provision shall no longer be provided and premiums therefor shall no longer fall due after this provision is thus terminated.

SAMPLE



# ACCIDENTAL DEATH AND DISMEMBERMENT PROVISION

## ADD1 Benefits Provided

Upon receipt at its Head Office of due proof that the Life Insured suffered bodily injury caused solely by external, violent, and accidental means, and, provided that within 365 days after the date of the accident and prior to termination of this provision in accordance with its terms, such bodily injury resulted, directly and independently of all other causes, in any one of the losses listed below, the Company shall pay, subject to the conditions of this provision, the amount set opposite such loss.

FOR LOSS OF:	BENEFIT PAYABLE
Life	Amount of Insurance
Both Hands, or Both Feet, or Both Eyes	Amount of Insurance
One Hand and One Foot, or one Hand and One Eye, or One Foot and One Eye	Amount of Insurance
Use of Upper and Lower Limbs (Quadraplegia)	Amount of Insurance
One Leg, or One Arm, or use of Both Arms (Paraplegia Superior), or use of Both Legs (Paraplegia)	Three Quarters of the Amount of Insurance
One Hand, or One Foot, or One Eye, or Use of Upper and Lower Limbs on One Side of Body (Hemiplegia)	One Half of the Amount of Insurance

The Amount of Insurance shall be the total of the amounts shown for the Life Insured on the Data Page for Accidental Death and Dismemberment then in force.

Only one of the amounts stated above shall be paid for such losses from any one accident. The total cumulative amount of benefit paid under this provision for all accidents shall not exceed the Amount of Insurance.

Loss shall mean:

- (1) with respect to hands or feet, complete severance at or above the wrist or ankle joints;
- (2) with respect to eyes, entire and irrecoverable loss of sight thereof beyond remedy by surgical or other means;
- (3) with respect to arms and legs, complete severance at or above the elbow or knee joints.

Loss of use shall mean, with respect to arms and legs, total loss of the ability to perform each and every action and service the arm, or leg, was able to perform before the accident occurred. Loss of use must be entire and irrecoverable.

## ADD2 Terms of Payment

The amount of the benefit payable under this provision in the event of loss of life shall be paid as part of the proceeds of this policy and shall be in addition to any other benefits as may be elsewhere provided in this policy. The amount of the benefit payable in the event of losses, other than loss of life, sustained by the Life Insured shall be paid to the Owner or, where permitted by law, to the beneficiary of the benefit.

## ADD3 Risks Not Assumed

The benefits payable under ADD1 Benefits Provided shall not be provided if the losses sustained by the Life Insured resulted, either directly or indirectly, from any one or more of the following causes:

- (1) suicide or intentionally self-inflicted injuries, while sane or insane;
- (2) any violation of the criminal law by the Life Insured;
- (3) bodily or mental infirmity or illness or disease of any kind, or medical or surgical treatment therefor;
- (4) injuries of which there is no visible contusion or wound on the exterior of the body, other than drowning and internal injuries revealed by autopsy;
- (5) drugs, poison or poisonous substances, gas or fumes, voluntarily or otherwise taken, administered or inhaled;
- (6) riot, insurrection, war or hostilities of any kind, or any act incident thereto whether war be declared or not and whether or not the Life Insured was participating therein;
- (7) service, travel or flight in or descent from any species of aircraft in which the Life Insured;
  - (a) is making the flight for the purpose of aeronautical instruction; or
  - (b) is making the flight for the purpose of instructing, taking instruction or participating in sky-diving; or
  - (c) has any duties whatever in relation to the aircraft or the flight therein;
- (8) bodily injury suffered prior to the effective date of this provision;
- (9) bodily injuries sustained while operating any motorized vehicle or vessel, if, at the time of suffering such injuries, the Life Insured's blood contained in excess of 80 milligrams of alcohol per 100 millilitres of blood.

## ADD4 Proof of Claim

Affirmative proof of loss on which a claim may be based must be satisfactory to the Company and furnished to the Company not later than 90 days after such loss is sustained. The Company shall have the right and opportunity to examine the Life Insured and in the event of loss of life to make an autopsy, before making any payment under this provision.



## ACCIDENTAL DEATH AND DISMEMBERMENT PROVISION (cont'd)

### ADD5 Premiums

The annual premium payable in respect of this accidental death and dismemberment provision is included in the total annual premium specified for this policy on the Schedule of Premiums Page.

### ADD6 Termination of Provision

This accidental death and dismemberment provision shall terminate:

- (a) if this policy is surrendered or lapses or is converted to any form of paid-up insurance; or

- (b) upon maturity or expiry of this policy; or
- (c) at the date specified on the Data Page for the expiry of this provision; or
- (d) upon receipt at the Head Office of the Company of written request for termination.

whichever shall first occur.

The benefits of this provision shall no longer be provided and premiums therefor shall no longer fall due after this provision is thus terminated.

SAMPLE

# GUARANTEED INSURABILITY PROVISION

## GI1 Definitions

Wherever used in this provision:

"GI option date" shall mean a policy anniversary at which the rights and privileges of this provision may be exercised and the policy anniversaries nearest the Life Insured's 25th, 28th, 31st, 34th, 37th, 40th and 45th birthdays shall be the "GI option dates" of this provision;

"opted policy" shall mean the individual policy issued by the Company on the life of the Life Insured in accordance with the terms and conditions of this provision.

## GI2 Option to Purchase

On each GI option date the Owner may purchase from the Company an individual policy on the life of the Life Insured without any further evidence of the insurability of the Life Insured, provided that:

- (i) the opted policy shall be selected from any permanent life insurance plan then being offered by the Company and shall become effective at the GI option date with respect to which this option to purchase is exercised; and
- (ii) the sum insured provided under the opted policy shall not be greater than the amount of insurance specified for this provision on the Data Page at the applicable GI option date; and
- (iii) the sum insured provided under the opted policy shall not be greater than \$300,000 less the total of the sums insured of all opted policies previously purchased in accordance with the terms and conditions of this provision; and
- (iv) if this policy includes benefits payable in the event of accidental death of the Life Insured, with or without provisions for accidental dismemberment, an Accidental Death Provision may be included in the opted policy; and
- (v) if this policy includes a benefit providing for the waiver of premium payments in the event of total disability of the Life Insured a similar total disability waiver of premium benefit may be included in the opted policy if a) the opted policy is a non-participating whole life or b) the Life Insured is not then totally disabled, as defined in the provisions of this policy relating to such benefits; and
- (vi) if the opted policy is participating, the dividend option selected on the opted policy may not be an option which allows the purchase of term additions.

## GI3 Alternative Option to Purchase

The Owner may purchase from the Company an individual policy on the life of the Life Insured without any further evidence of the insurability of the Life Insured upon the occurrence of any of the following eligible events:

- (i) the marriage of the Life Insured; or
- (ii) each birth of a living child resulting from the Life Insured's marriage; or
- (iii) the legal adoption of a child by the Life Insured.

If more than one such event should occur on the same day, the alternate option to purchase may be exercised in respect of as many uncancelled GI option dates as there are eligible events but only to the number of the remaining uncancelled GI option dates. Each invocation of an alternative option to purchase shall cancel the next remaining uncancelled GI option date. The Company will require proof satisfactory to it of any marriage, birth or legal adoption which establishes an alternative option to purchase before any such opted policy can be effected. Such opted policy shall be subject to the terms and conditions of a policy opted at a GI option date as provided in GI2 Option to Purchase.

## GI4 Exercise of Option

The Owner may exercise an option to purchase by submitting to the Head Office of the Company written application for and the first premium due in respect of the opted policy, at any time within 30 days before or after the applicable GI option date, or within 60 days following the date of the occurrence of an event which establishes an alternative option to purchase, provided this provision is then in force.

If an option to purchase is not exercised within the time periods provided in the preceding paragraph, such option shall immediately expire and shall no longer be enforceable but shall in no way affect the exercise of an option to purchase at any subsequent GI option date or any subsequent date which establishes an alternative option to purchase.

The total annual premium due and payable in respect of each opted policy shall be computed in accordance with the rates in use by the Company at the time of such purchase for the then attained insurance age of the Life Insured and for the class of risk to which the Life Insured was assigned at the time this provision came into force. The Company shall reduce the first such annual premium by an amount equal to \$1 for every \$1000 of insurance provided under each such opted policy provided that the amount of the reduction may not exceed the first such annual premium.

Any opted policy issued under this provision shall be subject to such Exclusion Riders as may be present on this policy.

## GI5 Premiums

The total annual premium due and payable in respect of this guaranteed insurability provision is included in the total annual premium specified for this policy on the Schedule of Premiums Page.

## GUARANTEED INSURABILITY PROVISIONS (cont'd)

### GI6 Termination of Provision

This guaranteed insurability provision shall terminate:

- (i) if this policy is surrendered for cash or lapses or is converted to any form of paid-up insurance; or
- (ii) at the last GI option date specified GI1 Definitions; or
- (iii) upon maturity or expiry of this policy; or
- (iv) upon receipt at the Head Office of the Company of written request for termination, whichever shall first occur.

The rights and privileges of this provision shall no longer be provided and premiums therefor shall no longer fall due after this provision is thus terminated.

SAMPLE