

GIF Select™

**FEATURING
INCOMEPLUS**

Information Folder and Contract



MANULIFE GUARANTEED INVESTMENT FUNDS SELECT (GIF SELECT)

Fall 2007



The segregated fund Information Folder is published by **The Manufacturers Life Insurance Company ("Manulife Financial")** for information purposes only and is not an insurance contract. Manulife Financial is the sole issuer of the Manulife GIF Select insurance contract and the guarantor of any guarantee provisions therein.

This document contains the Information Folder and Contract provisions. Delivery of the Contract provisions does not constitute acceptance by Manulife Financial of a Contract purchase. The Contract will become effective on the Valuation Date of the first deposit and upon acceptance by The Manufacturers Life Insurance Company (Manulife Financial) that the initial Contract set-up criteria have been met. Confirmation of a Contract purchase will be sent to you upon meeting the necessary Contract set-up criteria, as determined by Manulife Financial and when the initial deposit has been made. Any endorsement or amendments that may be required will be sent to you and will form part of the Contract.

The Information Folder provides brief and plain disclosure of all material facts relating to the Manulife GIF Select Contract issued by The Manufacturers Life Insurance Company (Manulife Financial).

In exchange for the premiums you pay to Manulife Financial, we provide you with contractual benefits. Your selection of contractual benefits will be defined by the Series of Segregated Funds into (referred to as the "Funds") which you request deposits be allocated. You do not directly own the assets in the Contract. The Contract has insurance benefits and offers a wide variety of Funds. Fund categories include money market, fixed income and equities. The underlying investments of the Funds may be units of mutual funds, pooled funds or other selected investments. For a description of the specific Funds available to you, please see the Fund Highlights booklet. Upon request, you may also receive a copy of the audited financial statements for the most recent year-end of the Fund(s). Semi-annual unaudited financial statements and a current copy of the Fund Highlights booklet are also available upon request.

This Contract is a deferred annuity contract that contains provisions of an annuity such as a life annuity or a retirement income product provision at the Contract Maturity Date. This Contract provides return of deposit guarantees which are payable on the Contract Maturity Date, upon receipt of sufficient notification of death of the annuitant and, in some instances over the life of the Contract.

Any amount that is allocated to a segregated fund is invested at the risk of the policyowner and may increase or decrease in value.



Dominic D'Alessandro
President and CEO
Manulife Financial



J. Roy Firth
Executive Vice President, Wealth Management
Manulife Financial

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Executive Summary

The following is a summary of features offered by the GIF Select Contract at the time of printing of this folder.

GENERAL CONTRACT INFORMATION

GIF Select is a individual variable insurance contract hereinafter referred to as a segregated fund contract that provides you with the flexibility of selecting different bundles of benefits. By allocating your deposits into different Series of the Funds, you are choosing the benefits that you wish to receive from the Contract.

Deposits into the 75 Series of a Fund will provide maturity and death benefit guarantees while deposits allocated into the IncomePlus Series of a Fund provide for maturity, death benefit and minimum withdrawal guarantees.

Please be mindful that there may be limitations or restrictions in choosing between the different Series of a Fund.

REGISTRATION TYPES	<ul style="list-style-type: none"> ■ RRSP, LIRA, RRIF, LIF, LRIF, PRIF, Non-registered <p><i>See Section 2, Types of Contracts Available, for more information.</i></p>		
MAXIMUM AGE TO DEPOSIT		75 SERIES*	INCOMEPLUS SERIES*
	■ Non-registered	90	80
	■ RRSP	71**	71**
	■ LIRA	71**	71**
	■ LIRA (pension jurisdictions requiring annuitization at age 80)	71**	71**
	■ RRIF, LRIF, PRIF	90	80
	■ LIF	90	80
	■ LIF (pension jurisdictions requiring annuitization at age 80)	71	71
	<i>See Section 3, Deposits, for more information.</i>		
DEPOSITS	<ul style="list-style-type: none"> ■ Minimum \$2,500 initial deposit or monthly PAC of \$100/month (under eligible registration types)*** ■ Minimum \$500 per fund*** ■ Minimum \$5,000 for Dollar-Cost Averaging Fund*** <p><i>See Section 3, Deposits, for more information.</i></p>		
FUND SWITCHES	<ul style="list-style-type: none"> ■ 5 free Fund switches per calendar year ■ Minimum \$500 per fund or \$100/month <p><i>See Section 4, Fund Switches, for more information.</i></p>		
WITHDRAWALS	<ul style="list-style-type: none"> ■ Minimum \$500 per fund or \$100/month <p><i>See Section 5, Withdrawals, for more information.</i></p>		

* All dates are as of December 31 of the annuitant's age shown

** Or latest age to own under the Income Tax Act (Canada)

*** We reserve the right to refuse deposits to IncomePlus Series if they are less than our minimum requirements according to the administrative rules in place at that time.

GUARANTEES

	75 SERIES	INCOMEPLUS SERIES
MATURITY GUARANTEE	<ul style="list-style-type: none"> ■ 75% of the deposit value on December 31 of the year the annuitant turns 100 (or earlier, subject to legislated maximum ages). ■ Reduced proportionally by withdrawals. 	<ul style="list-style-type: none"> ■ Same as 75 Series.
<i>See Section 6.3, Maturity Guarantee, for more information.</i>		
DEATH BENEFIT GUARANTEE	<ul style="list-style-type: none"> ■ 75% of the deposit value on sufficient notification of death of last surviving annuitant. ■ Reduced proportionally by withdrawals. 	<ul style="list-style-type: none"> ■ 100% of the deposit value on sufficient notification of death of last surviving annuitant. ■ May increase every three years until the annuitant reaches age 80, if the market value of the IncomePlus Series is greater than current death benefit guarantee. ■ Reduced proportionally by withdrawals.
<i>See Section 6.4, Death Benefit Guarantee, for more information.</i>		
GUARANTEED MINIMUM WITHDRAWAL BENEFIT (GMWB)	<ul style="list-style-type: none"> ■ Not applicable to 75 Series. 	<ul style="list-style-type: none"> ■ The GMWB provides a guaranteed return of at least the deposit value of the Contract through periodic withdrawals, provided annual withdrawal maximums are not exceeded. The base used to calculate the guaranteed withdrawal amounts is called the Guaranteed Withdrawal Balance (GWB). ■ May increase through a reset every three years if the market value of the IncomePlus Series is greater than the GWB. ■ May increase through GWB Bonuses in any of the first 15 calendar years of holding IncomePlus Series funds. ■ The GWB is reduced on a dollar for dollar basis by the amount of withdrawals or possibly by an additional amount where withdrawals exceed the annual Guaranteed Withdrawal Amount (GWA). ■ Annual withdrawal maximums are recalculated at least annually. <p><i>See Section 6.5, Guaranteed Minimum Withdrawal Benefit (GMWB), for more information.</i></p>

FEE AND INVESTMENT OPTIONS

<p>INVESTMENT OPTIONS</p>	<ul style="list-style-type: none"> ■ Funds are diversified by asset type, jurisdiction, and manager’s style. ■ Individual Funds as well as portfolio or asset allocation funds available. ■ There are three sales charge options; Front-end, Back-end and Low-load. ■ Fund Units are valued daily. ■ Risks associated with our segregated funds are summarized in the Fund Highlights booklet. <p><i>See Section 7, The Investment Options, and the Fund Highlights booklet for information on investment options.</i></p> <p><i>See Section 8, Valuation, for information on Fund valuation.</i></p> <p><i>See Section 9.2, Sales Charge Options, for more detail on sales charge options.</i></p>	
	<p>75 SERIES</p>	<p>INCOMEPLUS SERIES</p>
<p>FEES</p>	<ul style="list-style-type: none"> ■ The Management Expense Ratios (MERs) vary by fund and are comprised of management fees and operating expenses which include any fees charged by the underlying fund and certain guarantee costs. ■ The unit value of a Fund is reduced by the MER. <p><i>See Section 9, Fees and Charges, for more information on Management Expense Ratios. Fund specific detail can be found in the Fund Highlights booklet.</i></p>	<ul style="list-style-type: none"> ■ The Management Expense Ratios (MERs) vary by fund and are comprised of management fees and operating expenses which include any fees charged by the underlying fund and certain guarantee costs. ■ The unit value of a Fund is reduced by the MER. ■ Fees for Guaranteed Minimum Withdrawal Benefit (GMWB) and Death Benefit Guarantee enhancements are paid out of the Contract and are in addition to Fund MERs. ■ The IncomePlus Fee is paid annually. ■ The amount of the IncomePlus Fee is determined by the outstanding benefit of the Guaranteed Minimum Withdrawal Benefit and Funds held in the Contract over the course of the year. <p><i>See Section 9, Fees and Charges, for more information on Management Expense Ratios. Fund specific detail can be found in the Fund Highlights booklet.</i></p> <p><i>See Section 9.3, IncomePlus Fee, for more information on how the IncomePlus Fee is calculated.</i></p>
<p>TAX</p>	<ul style="list-style-type: none"> ■ You may be taxed on Fund income/gains. ■ Transfers, withdrawals, underlying fund substitutions and fund closures may result in taxable events. <p><i>See Section 11, Tax Information, for more detail.</i></p>	
<p>FINANCIAL INFORMATION</p>	<ul style="list-style-type: none"> ■ Review the Fund Highlights booklet with the Information Folder before purchasing the Contract. <p><i>Audited and unaudited financial statements and a current copy of the Fund Highlights booklet, containing the financial highlights, are available upon your request or at any time on our website (www.manulife.ca/investments).</i></p>	
<p>FUNDAMENTAL CHANGE</p>	<ul style="list-style-type: none"> ■ Increase in management fee, change in fundamental investment objective, decrease in the frequency of the valuation of a Fund and an increase in the guarantee cost over specified limits are considered fundamental changes. ■ We will notify you in advance and you may have certain rights. <p><i>See Section 7.10, Fundamental Changes, for more detail.</i></p>	

Any amount that is allocated to a segregated fund is invested at the risk of the policyowner and may increase or decrease in value.

Personal Information Statement

DEFINITIONS

In this statement “you”, “your” and “owner” mean the person who is the Policyowner or holder of rights under the Contract, the annuitant and the parent or guardian of any child named as annuitant who is under the legal age for providing consent. “We”, “us”, “our” and “the Company” mean The Manufacturers Life Insurance Company.

CONSENT

By signing the application you give your consent for us to obtain, verify, and share your personal information, as set out below, in issuing and administering your Contract, now and in the future, with any:

- persons,
- financial institutions,
- businesses, or
- other parties

with whom we deal. You also authorize any person that we contact to provide such information. In order to protect your interests, there may be situations where we will obtain, verify and share personal information with our affiliated companies.

You authorize us to use your Social Insurance Number (SIN) or Business Number (BN), if applicable, to uniquely identify you in the collection of information for, and in the administration of your contract, including tax administration.

You authorize us to keep your personal information in an investment file for the longer of:

- the time period required by law and by guidelines set for the financial services industry, and
- the time period required to administer the products and services we provide.

HOW WE WILL USE YOUR PERSONAL INFORMATION

You agree that we may use the personal information that we collect to:

- confirm your identity and the accuracy of the information you provide,
- evaluate your application, issue and administer the rights under the Contract, including any administration required after the Contract has ended,
- administer any other products and services that we provide,
- comply with legal and regulatory requirements,
- conduct searches to locate you and update your Contract information,
- determine your eligibility for, and provide you with details of, other financial products or services that may be of interest to you that are offered by us, our affiliates or other select financial product providers.

WHO MAY ACCESS YOUR PERSONAL INFORMATION

The following people or service providers may have access to your personal information:

- our employees and our representatives who require this information to perform their jobs,
- service providers who require this information to perform their services for us, which may include, for example, providers of data processing, programming, market research, printing, mailing and distribution services and investigative agencies,
- your financial advisor and any agency which has entered into an agreement with us and has supervisory authority, directly or indirectly, over your financial advisor, and their employees,
- people to whom you have granted access, and

- people who are legally authorized to view your personal information. Your information may be provided to these people, organizations and service providers in jurisdictions outside Canada, and would therefore be subject to the laws of those jurisdictions.

WITHDRAWING YOUR CONSENT

You may withdraw your consent for us to use your Social Insurance Number or Business Number, if applicable, for non-tax administration purposes as previously described in this Personal Information Statement. You may also withdraw your consent for us to use your personal information to provide you with other service or product offerings, excluding those mailed with your statements.

Except as set out above, you may not withdraw your consent for us to collect, use, retain or share personal information that we need to issue or administer the Contract unless federal or provincial laws give you this right. If you do so then the following consequences may apply:

- a Contract will not be issued,
- benefits will not be payable under the Contract,
- we may treat your withdrawal of consent as a request to terminate the Contract, and
- your rights, and the rights of your estate or beneficiary under the Contract may be limited.

DEALING WITH US BY TELEPHONE

Customer service calls are recorded for the following purposes:

- quality service controls,
- information verification, and
- training.

If you do not wish to have your call recorded, you must communicate with us in writing and request that any response by us also be in writing.

HOW TO WITHDRAW YOUR CONSENT

If you wish to withdraw your consent for us to collect, use, retain or share your personal information, you may contact us by phoning our customer care centre at 1-888-MANULIFE (626-8543), or 1-888-MANUVIE (626-8843) in Quebec, or by writing to the Privacy Officer at the address below.

QUESTIONS, CONCERNS AND REQUESTS FOR ADDITIONAL INFORMATION

If you have a question, a concern, or wish to receive more information about our privacy policies or to review your personal information in our files or correct any inaccuracies, you may send a written request to:

**Privacy Officer-Manulife Investments,
500 King Street N, Del. Stn. 500-2-B,
P.O. Box 1602,
Waterloo, ON N2J 4C6**

1. Communications

1.1 GENERAL INFORMATION

- In this Information Folder, 'you', 'your' and 'owner' mean the person who is the Policyowner or holder of rights under the Contract.
- 'We', 'our' and 'us' mean The Manufacturers Life Insurance Company (Manulife Financial) which was incorporated in June 1887 by an Act of the Parliament of Canada. Manulife Financial's Canadian Division Head Office is located at 500 King Street North, Waterloo, Ontario, N2J 4C6.
- The "Contract" refers to the Manulife GIF Select contract.
- Other key terms are defined in the Contract.
- You do not become a Unitholder of the Segregated Funds or Underlying Funds available under the Contract.
- The amount you invest (your "Premium", also referred to as "deposit") is notionally invested in Fund Units. References in this document to purchases of Units are referring to notional purchases. This is how the value of the Contract is determined, but you don't legally own the Units since by law, the Company is required to be the owner of the assets of the Fund. All deposits belong to us and you are only entitled to the benefits described under the Contract. Please be mindful of this when you read the Contract documents.
- We occasionally use the phrase "administrative rules." We may change our administrative rules at our discretion in order to provide improved levels of service or to reflect corporate policy, economic and legislative changes, including revisions to the Income Tax Act (Canada).

1.2 GIVING US YOUR INSTRUCTIONS

- When we ask you to "advise us in writing," please send your correspondence to: Manulife Financial, 500 King Street North, Waterloo, Ontario, N2J 4C6.
- In some cases where a third party distributor is involved and the Contract is held externally in nominee name, correspondence may be directed to the third party based on the authorization you have given to the third party, and where that authorization is acceptable to Manulife Financial.
- From time to time we may offer communication alternatives, which enable you to issue transaction instructions and authorization to us through improved communication channels including electronic and telephone.
- Administrative rules may apply to transaction instructions communicated to us under these service initiatives, which may differ to rules that would otherwise apply under the Contract.
- We reserve the right to restrict or deny any written or non-written instructions if contrary to the laws of Canada or other jurisdictions applicable to you or the Contract, or that are contrary to our administrative rules that we have in place at the time.

1.3 CORRESPONDENCE YOU WILL RECEIVE FROM US

- When we say "we will advise you," we mean that we will send a written notice to your address as shown in our files.
- From time to time we will advise you of important information and provisions of the Contract. It is your obligation to advise us of any change in your address as we are not responsible for any missed opportunities or losses resulting from your address not being kept up to date.

■ In some cases where a third party distributor is involved and the Contract is held externally in nominee name, the correspondence may be directed to a third party based on the authorization you have given to the third party, provided the authorization is acceptable to us.

■ We will send you:

- confirmations for most financial and non-financial transactions affecting the Contract,
- statements for the Contract at least once a year,
- if applicable, notification of change to insurance fees (within the allowable insurance fee limits),
- upon request, a report that contains audited financial statements,
- upon request, the semi-annual unaudited financial statements, and upon request, the current version of the Fund Highlights booklet.
- The annual audited and semi-annual unaudited financial statements are available at any time on our website (www.manulife.ca/investments).

2. Types of Contracts Available

2.1 GENERAL INFORMATION

■ A GIF Select contract can be registered or non-registered.

The registered Contracts available include:

- Registered Retirement Savings Plan (RRSP),
 - Spousal RRSP,
 - Locked-In Retirement Account (LIRA) or Locked-in RRSP,
 - Registered Retirement Income Fund (RRIF),
 - Spousal RRIF,
 - Life Income Fund (LIF),
 - Locked-In Retirement Income Fund (LRIF),
 - Prescribed Retirement Income Fund (PRIF),
 - and any other locked-in plan as allowed under pension legislation.
- Not all variations of the registered Contracts may be available to you depending on the source of the initial deposit and the provincial jurisdiction where you request the purchase.
- We have the right to limit the number of GIF Select Contracts held by you.
- The latest age in which you may purchase and become a Policyowner of a Contract varies with the type of Contract you select.
- **There may be age restrictions for deposits to the IncomePlus Series that are different from the latest age to purchase identified in the following table. Please see Section 3, Deposits, for additional information.**

CONTRACT TAX TYPE	LATEST AGE TO PURCHASE*	LATEST AGE TO OWN*
Non-registered	90	100***
RRSP and Spousal RRSP	71**	71**
LIRA	71**	71**
LIRA (pension jurisdictions requiring annuitization at age 80)	71**	71**
RRIF, LRIF, PRIF and Spousal RRIF	90	100***
LIF	90	100***
LIF (pension jurisdictions requiring annuitization at age 80)	71	80

* All dates are as of December 31 of the annuitant's age shown.

** Or the latest age to own under the Income Tax Act (Canada). Unless notified otherwise by the latest age to own, the Contract will become the corresponding payout contract (e.g. RRIF or LIF),

*** Please refer to Section 6.3 Maturity Guarantee for alternate contract maturity options.

2.2 NON-REGISTERED CONTRACTS

- May be owned by an individual, a corporation or more than one individual in any form of ownership permitted under the applicable laws.
- May have either the annuitant or a third party as owner.
- You may be eligible to transfer ownership rights of the Contract. A transfer of ownership must be in accordance with governing legislation and the administrative rules that we have in place at that time.
- You cannot borrow money from the Contract.
- You may be able to use the Contract as security for a loan by assigning it to the lender. The rights of the lender may take precedence over the rights of any other person having claim. An assignment of this Contract may restrict or delay certain transactions otherwise permitted.

2.3 REGISTERED CONTRACTS

- You are both the Policyowner and the annuitant.
- You cannot borrow money from the Contract.
- You cannot use the Contract as security for a loan or assign it to a third party.
- The Contract will be registered under the provisions of the Income Tax Act (Canada).

2.3.1 Registered Retirement Savings Plans (RRSPs)

- Once you reach the end of the year that you attain age 71 (or latest age to own under the Income Tax Act (Canada)), you must convert the RRSP to:
 - i. a Registered Retirement Income Fund (RRIF) (if you have locked-in Funds, a Locked-in Retirement Income Fund (LRIF), Life Income Fund (LIF), Prescribed Retirement Income Fund (PRIF) or any other locked-in plan as allowed under pension legislation, where applicable); or
 - ii. an immediate annuity; or
 - iii. a cash withdrawal (if you have a LIRA or Locked-in RRSP you cannot take the proceeds in cash).
- Unless you indicate otherwise, if the Contract is in force on December 31 of the year you turn 71 (or the latest age to own under the Income Tax Act (Canada)), we will automatically amend the RRSP Contract to become a RRIF. If you have a LIRA Contract, the Contract will be amended to become a LIF, LRIF, PRIF or other locked-in plan Contract as allowed under pension legislation.

2.3.2 Spousal RRSPs/RRIFs

- If your spouse makes deposits to an RRSP owned by you, it is a Spousal RRSP.
- You are the Policyowner and the annuitant of a Spousal RRSP and your spouse is the contributor of deposits.

- A RRIF purchased with funds transferred from a Spousal RRSP will be a Spousal RRIF.

2.3.3 Life Income Funds (LIFs), Locked-in Retirement Income Funds (LRIFs) and Prescribed Retirement Income Funds (PRIFs)

- May be purchased with funds transferred from locked-in registered savings arrangements or existing registered retirement income arrangements.
- May be issued at the ages permitted by the legislation governing the former pension plan.
- Will be registered under the RRIF provisions of the Income Tax Act (Canada).
- Will have you as owner and annuitant of the Contract.
- When transferred, spousal rights prescribed under pension legislation are preserved unless otherwise waived.
- When transferred, some jurisdictions may require that you obtain spousal consent or a spousal waiver form before the proceeds can be moved.
- Depending on the rules governing the former pension plan, a LIF may require you to purchase a life annuity with the balance of the funds by December 31 of the year in which you attain the age of 80.
- A LRIF, PRIF, and under some pension legislation, a LIF can continue for your lifetime.
- A LIF or LRIF is similar to a RRIF, but has a maximum annual income that can be paid out each year.

3. Deposits

3.1 GENERAL INFORMATION

- The Contract date is the valuation date of the first deposit.
- To establish a Contract, the deposit must be a minimum of \$2,500 or have a Pre-Authorized Chequing (PAC) deposit of a minimum \$100/month.
- The IncomePlus Series requires a minimum deposit of \$50,000, with a minimum of \$10,000 per Fund per sales charge option. Minimum deposit requirements are subject to our administrative rules. If we accept a deposit below the minimum requirement, we reserve the right to place restrictions on the contract or to transfer the deposit to the 75 Series, if the minimum requirement is not subsequently met. This right will apply at any time, however you will be provided with advance written notice.
- We have the right to refuse to accept deposits and limit the amount of deposits allocated to a Fund according to our administrative rules in place at the time. This includes the right to refuse to accept deposits and fund switches into the IncomePlus Series or open new Contracts when withdrawals have occurred from the IncomePlus Series.
- We reserve the right to refuse deposits, to the IncomePlus Series or specific sales charge options, which are less than our minimum requirements according to the administrative rules in place at the time.
- We have the right to request medical evidence of the health of the annuitant based on our current administrative procedures, and to refuse to accept deposits based on incomplete or unsatisfactory medical evidence of the annuitant.
- We may require proof of age, sex or survival of any person upon whose age, sex or survival any payment depends. If this information has been misstated, we reserve the right to recalculate the benefits to those that would have been provided for the annuitant's correct age, sex and survival.

MINIMUMS		
INITIAL DEPOSIT	RRSP, Non-registered	\$2,500 or monthly PAC*
	LIRA, RRIF, LIF, LRIF, or PRIF	\$2,500*
FUND MINIMUMS	All tax types	\$500 per Fund per sales charge option*
	Dollar Cost Averaging Fund	\$5,000*
SUBSEQUENT DEPOSITS	All tax types	\$500 per Fund per sales charge option
	Dollar Cost Averaging Fund	\$5,000
PAC DEPOSITS	RRSP, Non-registered (these tax types only)	\$100 per Fund per sales charge option

*Subject to administrative rules for the IncomePlus Series or certain sales charge options. Currently the IncomePlus Series requires a minimum deposit amount of \$50,000, with a minimum of \$10,000 per Fund per sales charge option.

3.2 MAKING DEPOSITS

- You may make deposits at any time up to the latest age to deposit and subject to the administrative rules in place at that time.
- During the Guaranteed Payment Phase no further deposits may be made to the IncomePlus Series (including Fund switches from the 75 Series).
- We will purchase Units at the unit value on the valuation date that is applicable to the Fund you have selected. Please see Section 8.2, Valuation Date, for more information.
- All payments must be made in Canadian dollars. Please make cheques payable to Manulife Financial.
- If the payment comes back to us marked NSF (Not Sufficient Funds), we reserve the right to charge a fee to cover our expenses.
- For PAC deposits that come back to us marked NSF, we reserve the right to attempt to make the withdrawal from your bank account a second time.

3.3 LATEST AGE TO DEPOSIT

- There are maximum age restrictions for certain funds.

CONTRACT TYPE	75 SERIES*	INCOMEPLUS SERIES*
Non-registered	90	80
RRSP	71**	71**
LIRA	71**	71**
LIRA (pension jurisdictions requiring annuitization at age 80)	71**	71**
RRIF, LRIF, PRIF	90	80
LIF	90	80
LIF (pension jurisdictions requiring annuitization at age 80)	71	71

* All dates are December 31 as of the annuitant's age shown

** Or the latest age to own under the Income Tax Act (Canada)

3.4 REGULAR DEPOSITS (PRE-AUTHORIZED CHEQUING)

- Regular deposits are commonly referred to as Pre-Authorized Chequing or PACs and are made for the same amount monthly.
- PACs are eligible for Non-registered and RRSP contract tax types only.
- PACs are eligible from the 1st to the 28th of the month, or you may specify "the last day of the month".
- We will make regular withdrawals directly from your bank account as payment for PACs.
- We have the right to cancel the PAC at any time.
- If we close a Fund or restrict a Fund from accepting new deposits, we can direct the PAC to a similar Fund. In this situation, Manulife Financial will provide you with advance notice of our intent and the options that are available to you.

3.5 DEPOSITS TO INCOMEPLUS SERIES

- The IncomePlus Anniversary Date is the valuation date of the first deposit to the IncomePlus Series (including Fund switches into the IncomePlus Series from the 75 Series). Please see Section 6, Guarantees, for more information about the IncomePlus Anniversary Date and your guarantees.
- If February 29 is the valuation date of the first deposit to the IncomePlus Series, we will use March 1 as the IncomePlus Anniversary Date.

4. Fund Switches

4.1 GENERAL INFORMATION

- You may request a Fund switch of monies between Funds on an unscheduled or a scheduled basis.
- Fund switches may be made between Funds with the same sales charge option (e.g. Front-end to Front-end).
- Generally, moving money between Funds with different sales charge options is not considered a Fund switch and may result in sales charges or redemption fees. This movement will be treated as a redemption of one Fund and a purchase of another, and may take place on multiple valuation days and may affect guarantees. Contracts with the IncomePlus Series of funds may become ineligible for Guaranteed Withdrawal Balance (GWB) Bonuses when moving between different sales charge options.
- A Fund switch up to the sales-charge free amount may be allowed from a Fund under the Back-end or Low-load sales charge option into certain Front-end sales charge options of the same Fund according to our administrative rules in place at the time. Such a Fund switch will not result in a taxable disposition.
- Fund switches are not permitted between two different Contracts.
- Fund switches may result in a capital gain or a capital loss since they create a taxable disposition. Please see Section 11, Tax Information, for more information.
- Guarantees are not affected by Fund switches between Funds in the same Series (e.g. 75 Series of a Fund to the 75 Series of a different Fund or the IncomePlus Series of a Fund to the IncomePlus Series of a different Fund).
- Deposits that have been in the Fund the longest are switched first.

- **The value of the Units of a Fund that are redeemed as a result of a Fund switch fluctuates with the market value of the underlying assets and is not guaranteed.**

4.2 UNSCHEDULED FUND SWITCHES

- You may request a Fund switch up to five times per calendar year free of charge.
- We reserve the right to charge an administrative fee of up to 2% of the market value of the Units or disallow Fund switches if:
 - you request in excess of five per calendar year, or
 - you request a Fund switch of Units from a Fund within 90 days of allocating a deposit to the Fund.

4.3 SCHEDULED FUND SWITCHES

- You can arrange for scheduled Fund switches if you have a sufficient value credited to a Fund and you would like to make regularly scheduled investments into another Fund(s).
- You may request regularly scheduled monthly Fund switches on any date from the 1st to the 28th of the month, or you may specify “the end of the month”.
- There is no administrative fee for scheduled Fund switches as they do not count towards the five Fund switches per calendar year free of charge.
- We have the right to cancel the scheduled Fund switches at any time or direct the scheduled Fund switches to a similar Fund, according to the administrative rules that we have in place at the time. For example, this may occur if we close a Fund or restrict new deposits to a Fund. In this situation, Manulife Financial will provide you with advance notice of our intent and the options that are available to you.

4.4 DOLLAR-COST AVERAGING FUND (DCA FUND)

- All deposits to a Dollar-Cost Averaging Fund will be administered in accordance with current administrative rules.
- Upon receipt of the deposit and any documentation that we may require, we will deposit the amount to the DCA Fund.
- You must select a day of the month that you would like the monthly switch to occur. If the day of the monthly switch falls on a non-valuation day, the monthly switch will use the unit values as of the next valuation day.
- You may choose a maximum of 12 monthly switches from the DCA Fund.
- Beginning on the day of the first monthly switch, and for the number of monthly switches you have selected, an equal number of units purchased in the DCA Fund will be switched to the Fund(s) you have selected.

Example:

Deposit of \$10,000 into the DCA Fund with a unit value of \$10, gives 1,000 Units.

You choose 10 monthly switches, giving 100 units a month to Fund switch into the Fund(s) you have selected.

- You may request to switch to another Fund within the Contract, request to withdraw amounts in cash, or transfer to another financial institution at any time.
- Following a withdrawal or an unscheduled Fund switch out of the DCA Fund, the monthly switches will continue unchanged if there are sufficient Units in the Fund.
- If there are insufficient units remaining in the DCA Fund at the time of a monthly switch, the amount of Units remaining will be switched that month based on

the proportional allocation of Funds you have requested to switch into.

- Immediately following the last Fund switch from the DCA Fund, the balance in the DCA Fund will be zero.
- At the time of an additional deposit to the DCA Fund, you must select the number of monthly switches (maximum of 12) and indicate the Funds you would like to switch to. The new Fund allocations will override any previous Fund selections.
- There is no administrative fee for monthly switches from the DCA Fund and they do not count towards the maximum number of free Fund switches.
- You are not permitted to switch monies from any Funds within the Contract to the DCA Fund.
- We reserve the right to close the DCA Fund to new deposits, limit the number of Funds you may switch into or restrict the Funds you may switch into.

4.5 FUND SWITCHES FROM THE 75 SERIES TO THE INCOMEPLUS SERIES

- You may request Fund switches from the 75 Series to the IncomePlus Series but not from the IncomePlus Series to the 75 Series.
- If you request a Fund switch from the 75 Series to the IncomePlus Series of the same Fund, this will not result in a capital gain or a capital loss as no taxable disposition is created.
- There are maximum age restrictions for requesting a Fund switch into the IncomePlus Series. Please see Section 3.3, Latest Age to Deposit, for more information.
- If the Fund switch is the first deposit into the IncomePlus Series, the valuation date will determine the IncomePlus Anniversary Date and Guaranteed Minimum Withdrawal Benefit (GMWB) Guarantee. Please see Section 6, Guarantees, for more information.

- Fund switches from the 75 Series to the IncomePlus Series will change the Maturity Guarantee and Death Benefit Guarantee applicable to both Series of funds.

The reduction of Death Benefit Guarantee for the 75 Series will be proportional to the market value being switched out while the Death Benefit on the IncomePlus Series will be increased by the full market value being switched in.

- For the Maturity Guarantee, the reduction for the 75 Series will be proportional to the market value being switched out while the increase in Maturity Guarantee for the IncomePlus Series will be 75% of the market value being switched in. Please see Section 6, Guarantees, for more information.

Example of change to Death Benefit Guarantee through a Fund switch from the 75 Series to the IncomePlus Series:

- \$50,000 Fund switch from the 75 Series of a Fund into the IncomePlus Series of the same Fund or another Fund where the amount switched out accounts for half of the 75 Series holdings.

MARKET VALUE OF 75 SERIES PRIOR TO FUND SWITCH	DEATH BENEFIT GUARANTEE FOR 75 SERIES PRIOR TO FUND SWITCH	MARKET VALUE OF FUNDS SWITCHED INTO INCOMEPLUS SERIES	DEATH BENEFIT GUARANTEE OF 75 SERIES AFTER FUND SWITCH	MARKET VALUE OF INCOMEPLUS SERIES AFTER FUND SWITCH	DEATH BENEFIT GUARANTEE OF INCOMEPLUS SERIES AFTER FUND SWITCH
\$100,000	\$75,000	\$50,000	\$37,500 [\$75,000X(\$50,000/ \$100,000)]	\$50,000	\$50,000

Example of change to Maturity Guarantee through a Fund switch from the 75 Series to the IncomePlus Series:

- \$50,000 Fund switch from the 75 Series of a Fund into the IncomePlus Series of the same Fund or another Fund where the amount switched out accounts for half of the 75 Series holdings.

MARKET VALUE OF 75 SERIES PRIOR TO FUND SWITCH	MATURITY GUARANTEE FOR 75 SERIES PRIOR TO FUND SWITCH	MARKET VALUE OF FUNDS SWITCHED INTO INCOMEPLUS SERIES	MATURITY GUARANTEE OF 75 SERIES AFTER FUND SWITCH	MARKET VALUE OF INCOMEPLUS SERIES AFTER FUND SWITCH	MATURITY GUARANTEE OF INCOMEPLUS SERIES AFTER FUND SWITCH
\$100,000	\$75,000	\$50,000	\$37,500 [\$75,000X(\$50,000/ \$100,000)]	\$50,000	\$37,500 (\$50,000X75%)

5. Withdrawals

5.1 GENERAL INFORMATION

■ You may request payments out of the Contract (also referred to as “withdrawals”) on a scheduled or unscheduled basis, depending on the taxation type of the Contract.

■ Scheduled withdrawals are commonly referred to as Systematic Withdrawal Plans or “SWPs”.

■ Requests for withdrawals must meet minimum amounts according to the administrative rules that we have in place at the time you make the request.

■ If the value of the Fund(s) on the date of any withdrawal is not sufficient to permit us to make the requested withdrawal, we will make the withdrawal in accordance to our administrative rules in place at that time.

■ Any redemption fees or withholding taxes that you must pay are deducted from the withdrawal. The minimum withdrawal amounts are calculated before redemption fees and withholding taxes are deducted.

■ Withdrawals may result in a capital gain or a capital loss since they create a taxable disposition. Please see Section 11, Tax Information, for more information.

■ **Withdrawals will reduce the Maturity and Death Benefit Guarantees and the Guaranteed Withdrawal Balance (GWB) of the Guaranteed Minimum Withdrawal Benefit (GMWB).** Please see Section 6, Guarantees, for more information.

■ **The Value of the Units of a Fund that are redeemed fluctuate with the market value of the underlying assets and is not guaranteed.**

■ For Contracts holding Funds in the IncomePlus Series, requesting withdrawals in excess of the annual Guaranteed Withdrawal Amount (GWA) or the annual Lifetime Withdrawal Amount (LWA) may have a negative impact on future guaranteed payments under

the GMWB. Please see Section 6, Guarantees, for more information.

■ If you are the owner of a RRIF, LIF, LRIF or PRIF contract:

■ You will have scheduled payments made to you.

■ Starting in the second calendar year, there will be a minimum amount that is required to be withdrawn from the Contract each calendar year. We refer to this amount as the RRIF Minimum Amount regardless of taxation type of the Contract.

■ If the total of your scheduled and unscheduled withdrawals in the calendar year is less than the RRIF Minimum Amount for that year, we are required to make a year-end payment to you to meet the RRIF Minimum Amount.

■ Year-end payments will be applied using the scheduled withdrawal allocation we have on file, or if there are no allocations on file, using the default allocation subject to our administrative rules in place at that time.

■ When holding the IncomePlus Series and electing a scheduled withdrawal option, consideration should be made for the impact on the GMWB. If Level, Indexed or LIF/LRIF Maximum options are elected and the amount withdrawn in a calendar year exceeded the allowable amounts under the GMWB, there may be a negative impact on future guaranteed payments under the GMWB. Additionally, the GWA, LWA, RRIF Minimum Amount and Adjusted IncomePlus RRIF Minimum Amount will be recalculated at least annually (on December 31) and the recalculated amounts may be less than the amount elected for withdrawal. When this happens, the scheduled withdrawals will Exceed the GWA or Exceed the LWA, which may have a negative impact on future guaranteed payments under the GMWB. Please see Section 6.5.1.2. Changes to the GWA and LWA, for more information.

5.2 INFORMATION SPECIFIC TO RRIF/LIF/LRIF/PRIF CONTRACTS

RRIF MINIMUM AMOUNT

- This amount is calculated by multiplying the closing market value of the Contract on December 31 of the previous year by the percentage determined by the formula stated in the Income Tax Act (Canada).
- When legislation permits and subject to 5.2.1, the percentage may be based on your age or your spouse's age, as elected at the time you purchased the Contract.
- In the calendar year you purchase the RRIF, LIF, LRIF or PRIF contract, you are not required to make a withdrawal from the Contract.
- For calendar years following the year you purchased the Contract, you will be required to have at least the RRIF Minimum Amount paid to you.

LIF/LRIF MAXIMUM AMOUNT

- The maximum payment amount for LIF and LRIF contracts is calculated in accordance with the formula specified by applicable legislation.
- For the initial calendar year, the maximum amount may be prorated based on the number of months the deposit is held in the Contract.
- Withdrawals can not be greater than the LIF/LRIF Maximum. You will only be able to withdraw up to your LIF/LRIF Maximum even if the GWA or LWA are higher.

5.2.1 Allowances Made for Contracts with Legislated Minimums

- We reserve the right to restrict the use of the spouse's age in calculating the RRIF Minimum Amount for the purposes of determining the allowances made below for contracts with legislated minimums.

For RRIF, LIF, LRIF and PRIF contracts holding only the IncomePlus Series:

- We will calculate the RRIF Minimum Amount, and if it is higher than the GWA and/or the LWA in a given year:
 - We allow you to withdraw up to the RRIF Minimum Amount without Exceeding the GWA.
 - We allow you to withdraw up to the RRIF Minimum Amount without Exceeding the LWA.
 - Please see Section 6, Guarantees, for a definition of Exceeding the GWA, Exceeding the LWA and additional information about calculating guarantees.

For RRIF, LIF, LRIF and PRIF contracts holding both the 75 Series and the IncomePlus Series:

- We calculate an Adjusted IncomePlus RRIF Minimum for the Contract. The Adjusted IncomePlus RRIF Minimum Amount uses the RRIF Minimum Amount and pro-rates it based on the closing market value of the IncomePlus Series on December 31 of the previous year as a portion of the total market value of the Contract.
- If the Adjusted IncomePlus RRIF Minimum Amount is higher than the GWA and/or LWA in a given year:
 - We allow you to withdraw up to the Adjusted IncomePlus RRIF Minimum Amount from the IncomePlus series without Exceeding the GWA
 - We allow you to withdraw up to the Adjusted IncomePlus RRIF Minimum Amount from the IncomePlus series without Exceeding the LWA
 - Please see Section 6, Guarantees, for a definition of Exceeding the GWA, Exceeding the LWA and additional information about calculating guarantees.

- Starting in the second calendar year of the Contract you are required to have at least the RRIF Minimum Amount paid to you. You are not required to withdraw from Funds under both 75 Series and the IncomePlus Series to satisfy this minimum amount. You may

choose to only withdraw from Funds in the 75 Series to maintain or enhance the Guaranteed Minimum Withdrawal Benefit provided by the IncomePlus Series.

Example of Adjusted IncomePlus RRIF Minimum Amount

- Assumes RRIF Minimum percentage of 7%

MARKET VALUE OF CONTRACT ON DECEMBER 31	MARKET VALUE OF 75 SERIES ON DECEMBER 31	MARKET VALUE OF INCOMEPLUS SERIES ON DECEMBER 31	RRIF MINIMUM AMOUNT FOR NEXT CALENDAR YEAR	ADJUSTED INCOMEPLUS RRIF MINIMUM AMOUNT FOR NEXT CALENDAR YEAR
\$100,000	\$40,000	\$60,000	\$7,000 (\$100,000X7%)	\$4,200 [\$7,000X(\$60,000/\$100,000)]

For further information on Exceeding the GWA, please see Section 6.5.1.1 Changes to Guaranteed Withdrawal Balance (GWB)

5.2.1.1 Allowances made for Contracts Registered as a Self-directed RRIF (LIF/LRIF/PRIF)

- A Contract held externally as an investment of a self-directed RRIF, is considered to be non-registered with Manulife Financial. For these Contracts, the Trustee of the self-directed RRIF is required to make payments to you, as beneficial owner, of at least the RRIF Minimum Amount (as defined under the Income Tax Act (Canada)). Where the Trustee has notified us that the Contract is held in a self-directed RRIF, we will allow for withdrawals from the Contract up to a notional RRIF Minimum Amount or notional Adjusted IncomePlus RRIF Minimum Amount, without Exceeding the GWA or Exceeding the LWA. At the end of each calendar year, for those contracts that we have been notified are held in a self-directed RRIF, we will

calculate a notional RRIF Minimum Amount or a notional Adjusted IncomePlus RRIF Minimum Amount that we will apply for the following calendar year. The calculation of the notional amounts will:

- take into consideration only the market value of the Contract and not any other investments held within the self-directed RRIF.
- be based on your date of birth, as the beneficial owner of the self-directed RRIF unless notified otherwise by the Trustee.
- We reserve the right to restrict the use of the spouse’s age in determining the allowances made for Contracts with legislated minimums.

5.3 FREQUENCY OPTIONS

UNSCHEDULED	SCHEDULED (SWPs)
<ul style="list-style-type: none"> ■ Unscheduled withdrawals may be taken from a non-registered, RRSP, RRIF, LIF, LRIF or PRIF contract. They are not available from a LIRA Contract unless permitted by applicable pension legislation. 	<ul style="list-style-type: none"> ■ Scheduled withdrawals may be taken from a non-registered, RRIF, LIF, LRIF or PRIF contract. They are not available from a RRSP or LIRA contract.
<ul style="list-style-type: none"> ■ You may request unscheduled withdrawals on any day of the month and they will be processed on the first available Valuation Date. Please see Section 8.2, Valuation Date, for more information. 	<ul style="list-style-type: none"> ■ You may request scheduled withdrawals on the 15th or “end of the month”. ■ We will deposit the scheduled payment directly into your bank account on the day that you specify. If the day specified is on a weekend or a day when a bank deposit cannot be made, we will deposit the payment into your account on a day prior to the day you have specified. ■ The valuation date for the scheduled withdrawal will be several days in advance so you can receive your payment on time.
<ul style="list-style-type: none"> ■ Unscheduled withdrawals can be requested in the amount and frequency that you choose. 	<ul style="list-style-type: none"> ■ You may choose to have scheduled withdrawals on a monthly, quarterly, semi-annual or annual basis, subject to any applicable pension legislation. ■ You may request a change to your scheduled withdrawal instructions at any time, however, changes are subject to our administrative rules in place at that time.
<ul style="list-style-type: none"> ■ We may apply early withdrawal fees of 2% of the market value if you request a withdrawal within 90 days of allocating a deposit to a fund.* ■ Sales charges such as Back-end and Low-load charges may apply.* 	<ul style="list-style-type: none"> ■ Early withdrawal fees do not apply to scheduled payments.* ■ Sales charges such as Back-end and Low-load charges may apply.*

* For more information please see Sections 5.5 and 9.4, Early Withdrawal Fees and Recovery of Expenses, and Section 9.2, Sales Charge Options

5.4 SCHEDULED WITHDRAWAL AMOUNT OPTIONS

5.4.1 Contracts with only the 75 Series

NON-REGISTERED CONTRACTS

1. Level – Client specified

- You choose the payment amount you wish to receive.
- Each scheduled payment will be in the amount and for the payment frequency selected.

RRIF/LIF/LRIF/PRIF CONTRACTS

1. Level – Client specified amount

- You choose the payment amount you wish to receive.
- Each scheduled payment will be in the amount and for the payment frequency selected.

- The payment amount selected for a year must be equal to or greater than the RRIF Minimum Amount and for LIF/LRIF contracts, less than or equal to the LIF/LRIF maximum amount.

2. Indexed – Client specified amount indexed annually

- Starting with the first payment date, we will pay you the amount you have specified.
- Beginning with the year following the first payment date, the payment amount will be increased by the annual index rate you have chosen.

- The payment amount for a year must be equal to or greater than the RRIF Minimum Amount and for LIF/LRIF contracts less than or equal to the LIF/LRIF maximum amount.

3. RRIF Minimum

- Under this option, each scheduled payment will be for an equal amount with the sum of all payments for the calendar year equaling the RRIF Minimum Amount.

4. LIF/LRIF Maximum

- Under this option, each scheduled payment will be for an equal amount with the sum of all payments for the calendar year equaling the LIF/LRIF maximum amount.

5.4.2 Contracts with only the IncomePlus Series

NON-REGISTERED CONTRACTS

1. Level – Client specified amount

- You choose the payment amount you wish to receive.
- Each scheduled payment will be in the amount and for the payment frequency selected.

RRIF/LIF/LRIF/PRIF CONTRACTS

1. Level – Client specified amount

- You choose the payment amount you wish to receive.
- Each scheduled payment will be in the amount and for the payment frequency selected.
- The payment amount selected for a year must be equal to or greater than the RRIF Minimum Amount and for LIF/LRIF contracts less than or equal to the LIF/LRIF maximum amount.
- The annual Guaranteed Withdrawal Amount (GWA), Lifetime Withdrawal Amount (LWA) and RRIF Minimum Amount applicable to the calendar year will be recalculated at least annually (on December 31 of the previous year). Once these amounts are recalculated, the level amount elected may cause withdrawals to Exceed the GWA or Exceed the LWA. Please see Section 6, Guarantees,

for a definition of Exceeding the GWA, Exceeding the LWA, and additional information about calculating guarantees.

2. Indexed – Client specified amount indexed annually

- Starting with the first payment date, we will pay you the amount you have specified.
- Beginning with the year following the first payment date, the payment amount will be increased by the annual index rate you have chosen.
- The payment amount for a year must be equal to or greater than the RRIF Minimum Amount, and for LIF and LRIF Contracts, less than or equal to the LIF/LRIF maximum amount.

■ The annual Guaranteed Withdrawal Amount (GWA), Lifetime Withdrawal Amount (LWA) and RRIF Minimum Amount applicable to the calendar year will be recalculated at least annually (on December 31 of the previous year). Once these amounts are recalculated, the indexed amount may cause withdrawals to Exceed the GWA or Exceed the LWA. Please see Section 6, Guarantees, for a definition of Exceeding the GWA, Exceeding the LWA, and additional information about calculating guarantees.

3. RRIF Minimum

- Under this option, each scheduled payment will be for an equal amount with the sum of all payments for the calendar year equaling the RRIF Minimum Amount.

4. LIF/LRIF Maximum

- Under this option, each scheduled payment will be of an equal amount with the sum of all payments for the calendar year equaling the LIF/LRIF maximum amount.
- The LIF/LRIF Maximum may Exceed the GWA and/or Exceed the LWA in a given year, which may have a negative impact on future guaranteed

payments under the GMWB. Please see Section 6, Guarantees, for a definition of Exceeding the GWA, Exceeding LWA and additional information about calculating guarantees.

5.4.3 Contracts with both 75 Series and IncomePlus Series

NON-REGISTERED CONTRACTS

1. Level – Client specified amount

- You choose the payment amount you wish to receive.
- Each scheduled payment will be in the amount and for the payment frequency selected.

RRIF/LIF/LRIF/PRIF CONTRACTS

1. Level – Client specified amount

- You choose the payment amount you wish to receive.
- The payment amount selected for a year must be equal to or greater than the RRIF Minimum Amount, and for LIF and LRIF contracts, less than or equal to the LIF/LRIF maximum amount.
- The annual Guaranteed Withdrawal Amount (GWA), Lifetime Withdrawal Amount (LWA) and Adjusted IncomePlus RRIF Minimum Amount applicable to the calendar year will be recalculated at least annually (on December 31 of the previous year). Once these amounts are recalculated, the level amount elected may cause withdrawals to Exceed the GWA or Exceed the LWA. Please see Section 6, Guarantees, for a definition of Exceeding the GWA, Exceeding the LWA and additional information about calculating guarantees.

2. Indexed – Client specified amount indexed annually

- Starting with the first payment date, we will pay you the amount you have specified.
- Beginning with the year following the first payment date, the payment amount will be increased by the annual index rate you have chosen.

■ Each calendar year, payments from the Contract will increase by the indexed percent elected. If payments from the IncomePlus Series are greater than both the GWA or LWA and the Adjusted IncomePlus RRIF Minimum Amount, the Contract will Exceed the GWA or Exceed the LWA for the calendar year. Please see Section 6, Guarantees, for a definition of Exceeding the GWA or Exceeding the LWA, and additional information about calculating guarantees.

■ The annual Guaranteed Withdrawal Amount (GWA), Lifetime Withdrawal Amount (LWA), and Adjusted IncomePlus RRIF Minimum Amount will be recalculated at least annually (on December 31 of the previous year). The recalculated amounts may be less than the indexed amount withdrawn from the IncomePlus Series, which will cause withdrawals to Exceed the GWA and/or Exceed the LWA for that calendar year. Please see Section 6, Guarantees, for a definition of Exceeding the GWA and additional information about calculating guarantees.

■ The payment amount for a year must be equal to or greater than the RRIF Minimum Amount and for LIF and LRIF contracts less than or equal to the LIF/LRIF maximum amount.

3. RRIF Minimum

- Under this option, each scheduled payment will be for an equal amount with the sum of all payments for the calendar year equaling the RRIF Minimum Amount.
- Where the portion of payments coming from the IncomePlus Series is greater than the GWA or LWA, and the Adjusted IncomePlus RRIF Minimum Amount, the Contract will Exceed the GWA and/or Exceed the LWA for the calendar year. Please see Section 6, Guarantees, for a definition of Exceeding the GWA or Exceeding the LWA and additional information about calculating guarantees.

4. LIF/LRIF Maximum

- Under this option, each scheduled payment will be of an equal amount with the sum of all payments for the calendar year equaling the LIF/LRIF maximum amount.
- The LIF/LRIF Maximum may Exceed the GWA and/or Exceed the LWA in a given year, which may have a negative impact on future guaranteed payments under the GMWB. Please see Section 6, Guarantees, for a definition of Exceeding the GWA, Exceeding LWA and additional information about calculating guarantees.

5.5 EARLY WITHDRAWAL FEES AND RECOVERY OF EXPENSES

- We may apply an early withdrawal fee of 2% of the market value if you make a withdrawal within 90 days of the purchase of the Funds you have requested be withdrawn. This fee does not apply to scheduled withdrawal payments. Please see Section 9, Fees and Charges, for more information.

5.6 WITHDRAWALS FREE OF SALES CHARGES

- Redemption fees only apply to withdrawals that exceed the sales charge-free withdrawal amount calculated for the year. Please see Section 9.2, Sales Charge Options, for more information on redemption fees.

5.6.1 Front-end Option

- There are no redemption fees for withdrawals of Funds under the Front-end sales charge option, unless you request a withdrawal within the first 90 days from deposit. Please refer to Section 9, Fees and Charges, for more information.

5.6.2 Back-end and Low-load Options

- There are no sales charges for withdrawals from the Back-end and Low-load option Funds up to the sales charge-free withdrawal limit.
- The sales charge-free withdrawal limit for each Fund is:
 - a percentage of the Units allocated to the Fund as of the previous December 31st, PLUS
 - a percentage of the Units allocated to the Fund from deposits made in the current calendar year.
- When calculating the sales charge-free withdrawal limit, only Units of a Fund that have outstanding redemption fees will be included.
- The calculation only applies to monies in the Back-end and Low-load sales charge options. Please see Section 9.2.2, Back-end and Low-load Options.

	% OF FUND UNITS ON DECEMBER 31	% OF FUND UNITS PURCHASED IN CURRENT YEAR
Non-registered, RRSP and LIRA contracts	10%	10%
RRIF, LIF, LRIF and PRIF contracts*	20%	20%

*Includes contracts that are registered externally

Example for a non-registered contract:

- If there are 1,000 Units in a Fund with a Back-end sales charge option on December 31 of the previous year, and another 150 Units of the same Fund are purchased on February 14 of the current year, there are 115 Units for the current year where no sales charges would apply $(1,000 + 150) \times 10\% = 115$.

6. Guarantees

6.1 DEFINITIONS USED FOR GUARANTEES

CONTRACT MATURITY DATE	<ul style="list-style-type: none"> ■ The latest date that a contract may be owned. ■ It is the day the Maturity Guarantee is payable.
DEATH BENEFIT DATE	<ul style="list-style-type: none"> ■ The date that we receive sufficient notification of death of the last surviving annuitant.
EXCEED (ED), (ING) THE GUARANTEED WITHDRAWAL AMOUNT (GWA)	<ul style="list-style-type: none"> ■ Occurs when total withdrawals from IncomePlus Series in a calendar year Exceed the Guaranteed Withdrawal Amount (GWA). ■ For RRIF, LIF, LRIF and PRIF contracts, occurs when withdrawals from IncomePlus Series in a calendar year Exceed the GWA and the RRIF Minimum Amount (or where applicable the Adjusted IncomePlus RRIF Minimum Amount).
EXCEED (ED), (ING) THE LIFETIME WITHDRAWAL AMOUNT (LWA)	<ul style="list-style-type: none"> ■ Occurs when total withdrawals from IncomePlus Series in a calendar year Exceed the annual Lifetime Withdrawal Amount (LWA). ■ For RRIF, LIF, LRIF and PRIF contracts, occurs when withdrawals from IncomePlus Series in a calendar year Exceed the LWA and the RRIF Minimum Amount (or where applicable the Adjusted IncomePlus RRIF Minimum Amount).
GUARANTEED PAYMENT PHASE	<ul style="list-style-type: none"> ■ Occurs when the market value of the IncomePlus Series reduces to \$0 while there is a positive GWB balance or the LWA is greater than \$0. ■ With a positive GWB, you may continue taking payments up to the GWA each year until the GWB is fully depleted. ■ With a LWA greater than \$0, you may continue taking payments up to the LWA each year for the life of the annuitant.
GUARANTEED WITHDRAWAL AMOUNT (GWA)	<ul style="list-style-type: none"> ■ The amount guaranteed to be available each calendar year for withdrawal from the IncomePlus Series until the GWB is depleted.
GUARANTEED WITHDRAWAL BALANCE (GWB)	<ul style="list-style-type: none"> ■ The total guaranteed amount from the Contract that is available for future GWA withdrawals from the IncomePlus Series. ■ This value is the basis for the annual Guaranteed Withdrawal Amount (GWA) calculation and the annual Lifetime Withdrawal Amount (LWA) calculation.
GUARANTEE WITHDRAWAL BALANCE (GWB) BONUS	<ul style="list-style-type: none"> ■ An amount added to the Guaranteed Withdrawal Balance (GWB) at the end of any of the first 15 calendar years if no withdrawals are taken for that year from the IncomePlus Series.
GUARANTEED WITHDRAWAL BALANCE (GWB) BONUS BASE	<ul style="list-style-type: none"> ■ The amount used to calculate the GWB Bonus amount at the end of the calendar year.
GUARANTEED WITHDRAWAL BALANCE (GWB) DOWNWARD ADJUSTMENT	<ul style="list-style-type: none"> ■ A potential reduction to the Guaranteed Withdrawal Balance that occurs immediately following a withdrawal that has Exceeded the GWA.
GUARANTEED MINIMUM WITHDRAWAL BENEFIT (GMWB)	<ul style="list-style-type: none"> ■ The GMWB provides for withdrawals from the IncomePlus Series over the life of the Contract, until you receive at least the amount of your deposits, provided annual withdrawal maximums are not exceeded. This guarantee can be accessed through both a Guaranteed Withdrawal Amount (GWA) and a Lifetime Withdrawal Amount (LWA).
INCOMEPLUS ANNIVERSARY DATE	<ul style="list-style-type: none"> ■ The valuation date of the first deposit to the IncomePlus Series in the Contract.

Continued on following page.

6.1 Definitions Used for Guarantees *continued.*

<p>INCOMEPLUS RESET</p>	<ul style="list-style-type: none"> ■ An upward adjustment to the Guaranteed Withdrawal Balance (GWB) and/or Death Benefit Guarantee for the IncomePlus Series when the market value of the IncomePlus Series is greater than the current GWB and/or current Death Benefit Guarantee for the Series. ■ Is performed every 3rd IncomePlus Anniversary Date, only if the market value of the IncomePlus Series is greater than the benefit that the reset adjusts. ■ IncomePlus Resets of the GWB are eligible until the Contract matures. ■ IncomePlus Resets of the Death Benefit Guarantee are eligible up to and including the annuitant's 80th birthday. A final IncomePlus Reset of Death Benefit Guarantee will be performed on the annuitant's 80th birthday. ■ A special IncomePlus Reset of GWB and IncomePlus Reset of Death Benefit Guarantee may be performed if a contract is continued to a successor annuitant or spouse as sole beneficiary. (Please see Section 12, Estate Planning, for additional information)
<p>LIFETIME WITHDRAWAL AMOUNT (LWA)</p>	<ul style="list-style-type: none"> ■ The maximum amount guaranteed to be available each calendar year for withdrawals from the IncomePlus Series for the life of the annuitant, provided annual maximums are not exceeded. The LWA is for a given annuitant, and will be recalculated if the annuitant changes. ■ The annuitant must meet the minimum LWA age requirement to qualify for the Lifetime Withdrawal Amount.
<p>REMAINING GWA</p>	<ul style="list-style-type: none"> ■ The difference between the GWA for the calendar year and withdrawals taken during the calendar year. (Please see Section 5.2 Information Specific to RRIF/LIF/LRIF/PRIF Contracts for additional information on Contracts with legislated minimum withdrawals). ■ The amount that can be withdrawn from IncomePlus Series during the remainder of the calendar year without Exceeding the GWA.
<p>REMAINING LWA</p>	<ul style="list-style-type: none"> ■ The difference between the LWA for the calendar year and withdrawals taken during the calendar year. (Please see Section 5.2 Information Specific to RRIF/LIF/LRIF/PRIF Contracts for additional information on Contracts with legislated minimum withdrawals). ■ The amount that can be withdrawn from IncomePlus Series during the remainder of the calendar year without Exceeding the LWA. Please see Section 6.5.1.1 Impact of the GWB Downward Adjustment.

6.2 GENERAL INFORMATION

- The Contract provides Maturity, Death Benefit and, where applicable, Guaranteed Minimum Withdrawal Benefit (GMWB) guarantees.
- Maturity Guarantees and Death Benefit Guarantees are calculated and reported based on the Series of Funds you select.
- GMWB is only applicable to deposits into the IncomePlus Series and will be reported if you have selected them.

- On the Contract Maturity Date, if the Maturity Guarantee for a Series of Funds is higher than the current market value of the Series, we will increase the value of the Series of Funds to equal the guarantee amount.
- On the Death Benefit Date, if the Death Benefit Guarantee for a Series of the Funds is greater than the current market value of the Series, we will increase the value of the Series of Funds to equal the guarantee amount.

- When we increase the value of the Contract to equal the Maturity Guarantee or Death Benefit Guarantee, we call this a 'top-up'. All top-ups will be deposited to a money market fund.
- Maturity and Death Benefit Guarantees applicable to the Funds from which a withdrawal is made are reduced proportionately.
- The Formula used for proportional reductions of the Death Benefit and the Maturity Guarantee is defined below.

Proportional reduction = **G X W/MV** where:

G = guarantee applicable to the series of Units prior to withdrawal (75 Series or IncomePlus Series)

W = market value of Units withdrawn applicable to the series of Units prior to withdrawal (75 Series or IncomePlus Series)

MV = total market value of the Units applicable to the series of Units prior to withdrawal (75 Series or IncomePlus Series)

- If deposits have been made to the IncomePlus Series, the GMWB allows you to withdraw a percentage of your investment.
 - For the GWA, these withdrawals may continue until the total amount of the GWB has been paid to you provided the annuitant or any successor annuitant are alive and you have not reached the Contract Maturity Date. The GWA for the first calendar year is 5% of the initial GWB.
 - If you meet the minimum LWA eligibility age requirement, you qualify for the LWA. If you subsequently limit your withdrawals to the LWA, the LWA will be available for withdrawal for the life of the annuitant. The LWA for the first calendar year is 5% of the GWB. (Please see Section 6.5 Guaranteed Minimum Withdrawal Benefit (GMWB), for further details on the Lifetime Withdrawal Amount (LWA).

- Even if the market value of the IncomePlus Series reduces to \$0, future payments will be made to you if there is a benefit available from the GMWB.
- The GMWB reduces for withdrawals from the IncomePlus Series by reducing the GWB.

6.3 MATURITY GUARANTEE

- The Maturity Guarantee for all Series of Funds is determined at time of deposit to be 75% of the deposit value, before any applicable sales charges.
- The Maturity Guarantee will be calculated and reported separately for each Series of Funds that are held in the Contract.
- On the Contract Maturity Date the Maturity Guarantee payable for the Contract is the sum of the following:
 - The greater of the market value of the 75 Series or the Maturity Guarantee for the Series, plus
 - The greater of the market value of the IncomePlus Series or the Maturity Guarantee for the Series.
- For non-registered, RRIF, LRIF, PRIF and some LIF contracts, the Contract Maturity Date will be December 31 of the year the annuitant turns 100, however prior to reaching your Contract Maturity Date you may have the option to extend the Contract Maturity Date.
- LIF contracts under certain pension jurisdictions will have a Contract Maturity Date of December 31 of the year the annuitant turns 80. Upon maturity, the Contract will end and all benefits provided under the GMWB will cease. Consideration for this maturity date should be taken when electing certain benefits under the Contract. You should know that there may be options available under different taxation types that can allow you to hold the Contract past the year you turn 80.

- Although RRSP and LIRA contracts cannot be held after December 31 of the year the annuitant reaches age 71 (or the latest age to own under the Income Tax Act (Canada), unless you give us alternate instructions, the Contract will be amended to become a RRIF, LIF or PRIF on that date. Therefore, the Contract Maturity Date used for calculating the Maturity Guarantee will be either December 31 of the year the annuitant reaches age 80 or 100, depending on the tax type and pension jurisdiction.

- Example 1. An RRSP contract will be amended to become a RRIF; therefore the Contract Maturity Date used for calculating the Maturity Guarantee in the RRSP will be December 31 of the year the annuitant turns age 100.

- Example 2. A LIRA governed by Newfoundland pension legislation (which as of the printing date required mandatory annuitization at age 80) will be amended to become a LIF which has a Contract Maturity Date of December 31 of the year the annuitant reaches age 80. Therefore, the Contract Maturity Date used in calculating the Maturity

Guarantee in the LIRA will be December 31 of the year the annuitant reaches age 80.

- For RRSP and LIRA Contracts, the Maturity Guarantee amounts and maturity dates automatically extend into the RRIF, LIF, LRIF or PRIF Contract if you have not provided us with alternate instructions prior to the latest age to own the Contract. Please refer to Section 10.3 in the Contract of this folder for more information about the Automatic RRSP to RRIF transition.

6.3.1 How the Maturity Guarantee is Calculated

- The Maturity Guarantees for a Series increase as a result of subsequent deposits.
- The Maturity Guarantees for a Series decrease on a proportional basis for withdrawals and for Fund switches to a different Series of Funds (where eligible).
- The Maturity Guarantee for the IncomePlus Series will not decrease for withdrawals to pay for IncomePlus Fees.

Example of Maturity Guarantee, and the impact for deposit and withdrawal (when market value is greater than the sum of deposits)

DATE	TRANSACTION/ EVENT	AMOUNT	MARKET VALUE OF 75 SERIES BEFORE TRANSACTION/ EVENT	MARKET VALUE OF 75 SERIES AFTER TRANSACTION/ EVENT	MATURITY GUARANTEE OF 75 SERIES BEFORE TRANSACTION/ EVENT	MATURITY GUARANTEE OF 75 SERIES AFTER TRANSACTION/ EVENT
April 1/07	Initial deposit to 75 Series	\$50,000	-----	\$50,000	-----	\$37,500 (\$50,000 X 75%)
Jun 15/07	Subsequent deposit to 75 Series	\$20,000	\$51,000	\$71,000	\$37,500	\$52,500 [\$37,500+(\$20,000 X 75%)]
Aug 22/07	Withdrawal from 75 Series	\$10,000	\$73,000	\$63,000	\$52,500	\$45,308.22* [\$52,500-\$7,191.78]

*Proportional reduction = $\$52,500 \times \$10,000 / \$73,000 = \$7,191.78$

Example of Maturity Guarantee, and the impact for deposit and withdrawal (when market value is **less** than the sum of deposits)

DATE	TRANSACTION/ EVENT	AMOUNT	MARKET VALUE OF 75 SERIES BEFORE TRANSACTION/ EVENT	MARKET VALUE OF 75 SERIES AFTER TRANSACTION/ EVENT	MATURITY GUARANTEE OF 75 SERIES BEFORE TRANSACTION/ EVENT	MATURITY GUARANTEE OF 75 SERIES AFTER TRANSACTION/ EVENT
April 1/07	Initial deposit to 75 Series	\$50,000	-----	\$50,000	-----	\$37,500 (\$50,000 X 75%)
Jun 15/07	Subsequent deposit to 75 Series	\$20,000	\$48,000	\$71,000	\$37,500	\$52,500 [\$37,500+(\$20,000 X 75%)]
Aug 22/07	Withdrawal from 75 Series	\$10,000	\$63,000	\$63,000	\$52,500	\$44,166.67* [\$52,500-\$8,333.33]

*Proportional reduction = $\$52,500 \times \$10,000 / \$63,000 = \$8,333.33$

6.4 DEATH BENEFIT GUARANTEE

- The Death Benefit Guarantee will be calculated and reported for each Series of Funds that are held in the Contract.

- The Death Benefit Guarantee for the 75 Series is determined at time of deposit to be 75% of the deposit value, before any applicable sales charges.

- The Death Benefit Guarantee for the IncomePlus Series is determined at time of deposit to be 100% of the deposit value, before any applicable sales charges.

- On the Death Benefit Date, the death benefit payable for the Contract is the sum of the following:

- The greater of the market value of the 75 Series or the Death Benefit Guarantee for the Series; plus
- The greater of the market value of the IncomePlus Series or the Death Benefit Guarantee for the Series.

- On the Death Benefit Date, the Contract is frozen and no additional transactions are permitted, unless the transaction was initiated prior to the Death Benefit Date.

- On the Death Benefit Date, we will redeem all Units of the existing Funds and transfer the corresponding value to a money market fund within the same Series of Funds.

- When we receive all required documentation, including sufficient notification of the last surviving annuitant's death, the death benefit will be paid to the beneficiary named under the Contract.

- For non-registered and RIF, LIF, LRIF and PRIF contracts, if the annuitant dies and a successor annuitant exists, the Contract will continue and all investments will remain in the Funds currently held.

- No redemption fees are charged for Funds under Back-end or Low-load sales charge options when paying the death benefit.

6.4.1 How the Death Benefit Guarantee is Calculated

6.4.1.1 75 Series

THE DEATH BENEFIT GUARANTEE FOR 75 SERIES:

- will increase as a result of deposits,
- will decrease on a proportional basis for withdrawals and Fund switches to the IncomePlus Series.

6.4.1.2 IncomePlus Series

THE DEATH BENEFIT GUARANTEE FOR INCOMEPLUS SERIES:

- will increase as a result of deposits, which includes Fund switches from the 75 Series,
- will increase for upward adjustments resulting from an IncomePlus Reset of Death Benefit Guarantee,
- will increase for an upward adjustment resulting from the final IncomePlus Reset of Death Benefit Guarantee occurring on the annuitant's 80th birthday,

- will decrease on a proportional basis for withdrawals, and will not decrease for withdrawals needed to pay for IncomePlus Fees.

- when the successor annuitant or spouse, as sole beneficiary, continues the Contract, a reset of the Death Benefit Guarantee occurs for the IncomePlus Series if the new annuitant is under 80 years of age. See Section 12, Estate Planning for more details.

Note: When performed, an IncomePlus Reset of the Death Benefit Guarantee will increase the Death Benefit Guarantee for the IncomePlus Series to equal the current market value of all IncomePlus Series funds.

On valuation dates where an IncomePlus Reset is scheduled to occur, if the market value of all IncomePlus Series funds is less than the value of the Death Benefit Guarantee for the Series, no upward adjustment is performed.

Example of the Death Benefit Guarantee for the IncomePlus Series (Assumes no GWB Bonus or Downward Adjustment of GWB)

DATE	TRANSACTION/ EVENT	AMOUNT	GUARANTEED WITHDRAWAL BALANCE (GWB) AFTER TRANSACTION/ EVENT **	MARKET VALUE OF INCOMEPLUS SERIES AFTER TRANSACTION/ EVENT	DEATH BENEFIT GUARANTEE OF INCOMEPLUS SERIES BEFORE TRANSACTION/ EVENT	DEATH BENEFIT GUARANTEE OF INCOMEPLUS SERIES AFTER TRANSACTION/ EVENT
April 1/07	Initial deposit to IncomePlus Series (Creating GWA \$2,500)	\$50,000	\$50,000	\$50,000	-----	\$50,000
Jun 15/07	Subsequent deposit	\$20,000	\$70,000	\$71,000	\$50,000	\$70,000
Aug 22/07	Withdrawal (not Exceeding the GWA)	\$2,000	\$68,000	\$72,000 (\$74,000 before withdrawal)	\$70,000	\$68,108.11* (\$70,000-\$1,891.89)
April 1/10	Upward adjustment when IncomePlus Reset of Death Benefit Guarantee is performed	-----	\$80,000	\$80,000	\$68,108.11	\$80,000 (since \$80,000 > \$68,108.11)

* Proportional reduction = $\$70,000 \times (\$2,000 / \$74,000) = \$1,891.89$

** Further information on changes to GWB can be found in Section 6.5, Guaranteed Minimum Withdrawal Benefit (GMWB)

6.5 GUARANTEED MINIMUM WITHDRAWAL BENEFIT (GMWB)

- The GMWB provides for withdrawals in a set percentage over the life of the Contract.
- The Guaranteed Withdrawal Balance (GWB) is used to determine the amount available for periodic withdrawal each calendar year. We refer to these amounts as the Guaranteed Withdrawal Amount (GWA) and the Lifetime Withdrawal Amount (LWA).
- At the time of deposit to the IncomePlus Series, the GWB increases by 100% of the deposit value. At the time of withdrawal, the GWB decreases by 100% of the value of withdrawals from the IncomePlus Series.
- When withdrawals Exceed the GWA in any calendar year, the GWB available under the GMWB may be reduced by more than the value of corresponding withdrawals. We refer to this additional decrease in benefit as a GWB Downward Adjustment. For a definition of Exceed the GWA, please see Section 6.1, Definitions used for Guarantees.
- The benefit provided by the GMWB may increase over specific periods of time if:
 - no withdrawals are made from IncomePlus Series, or
 - the market value of IncomePlus Series increases.
- If the market value of the IncomePlus Series goes to \$0 while the GWB or LWA has a positive value, the IncomePlus Series will move into the Guaranteed Payment Phase. Once in the Guaranteed Payment Phase the Contract will continue to provide for annual payments to you, subject to withdrawal limits:
 - up to the GWA until the earliest of the following three events:
 - i. GWB is fully depleted,
 - ii. The Contract matures, or
 - iii. On death of the last surviving annuitant.
 - up to the LWA for the life of the annuitant

LIF contracts under certain pension jurisdictions may have a latest age to own as of December 31st of the year the annuitant turns 80. If the Contract is allowed to mature, the Contract will end and all benefits provided under the GMWB will cease. Consideration for this date should be taken when electing certain benefits under the Contract. You should know that there may be options available under different taxation types that can allow you to hold the Contract past the year you turn 80.

LIFETIME WITHDRAWAL AMOUNT (LWA) ELIGIBILITY

- If the initial deposit into the IncomePlus Series occurs when the annuitant is 65 (as of December 31st of the previous calendar year) or older, you will be eligible for an LWA immediately.
- If the initial deposit into the IncomePlus Series occurs prior to the annuitant reaching the age of 65 (as of December 31st of the previous calendar year), we will calculate an LWA on December 31st of the year the annuitant turns 65 (at 5% of the GWB after all transactions), and you will be eligible for a lifetime benefit commencing in the following calendar year.

6.5.1 How the Guaranteed Minimum Withdrawal Benefit (GMWB) is calculated

How the Components of the GMWB Are Initially Set

- The initial deposit to the IncomePlus Series will:
 - i. set the IncomePlus Anniversary Date for the Contract,
 - ii. set the initial Guaranteed Withdrawal Balance(GWB) value,
 - iii. determine the Guaranteed Withdrawal Amount (GWA) for the first calendar year (5% of the initial GWB), and

- iv. determine the Lifetime Withdrawal Amount (LWA) for the first calendar year (5% of the initial GWB) if the annuitant has attained the minimum required age for receiving the lifetime benefit.

How the Components of the GMWB Subsequently Change

- Deposits, withdrawals and other transactions may increase or decrease GWB resulting in potential increases or decreases to the GWA and LWA, when recalculated, at the end of the calendar year. For further details, please see Section 6.5.1.1 for changes to the GWB and Section 6.5.1.2 for changes to the GWA and LWA.
- The GMWB continues until the GWB and LWA are reduced to \$0, the Contract reaches the Contract Maturity Date, or on death of the last surviving annuitant.

Example of additional deposits

DATE	TRANSACTION/EVENT	AMOUNT	GWB BEFORE TRANSACTION/EVENT	GWB AFTER TRANSACTION/EVENT
April 1/07	Initial deposit to IncomePlus Series	\$50,000	-----	\$50,000
April 15/07	Subsequent deposit to IncomePlus Series	\$40,000	\$50,000	\$90,000
Jun 15/07	Fund Switch from 75 Series to IncomePlus Series	\$40,000	\$90,000	\$130,000

2 – Guaranteed Withdrawal Balance (GWB) Bonuses

- The Contract is eligible for GWB Bonuses during the first 15 calendar years following initial deposit to the IncomePlus Series. This includes the current calendar year of initial deposit to the IncomePlus Series.

For example, if the initial deposit to IncomePlus Series is December 30, the Contract is eligible for GWB Bonus in that calendar year.

6.5.1.1 Changes to Guaranteed Withdrawal Balance (GWB)

The following transactions and events change the existing GWB:

- Subsequent deposits to the IncomePlus Series will increase the GWB immediately (includes Fund switches from the 75 Series to the IncomePlus Series),
- Guaranteed Withdrawal Balance Bonuses (GWB Bonuses) will increase the GWB, IncomePlus Resets may increase the GWB, Withdrawals will decrease the GWB immediately, and GWB Downward Adjustment will decrease the GWB immediately.

1 – Subsequent Deposits

- The GWB is increased immediately for all deposits to the IncomePlus Series. This includes Fund switches from the 75 Series to the IncomePlus Series.

- During eligible years, if there are no withdrawals from the IncomePlus Series during that calendar year, the GWB will increase by a GWB Bonus.
- The amount of a GWB Bonus is determined to be 5% of the current GWB Bonus Base.
- GWB Bonuses are applied on the last valuation date of the calendar year after all transactions have been processed.
- GWB Bonuses are added to the GWB and do not affect the market value of the Contract.

Calculating GWB Bonus Base

The GWB Bonus Base:

- is set at the initial deposit.
- will decrease to equal the GWB if a GWB Downward Adjustment occurs.
- will increase to equal the GWB if the GWB is increased as a result of an IncomePlus Reset of GWB (if the GWB is not increased to a higher value,

the GWB Bonus Base will not be increased either even if the market value is higher than the existing GWB Bonus Base).

- increases with all deposits to the IncomePlus Series.

Note: The GWB Bonus Base will not decrease as a result of an IncomePlus Reset of GWB, and will not increase as a result of a GWB Downward Adjustment.

Example of GWB Bonuses

- GWB increases as a result of no withdrawals
- GWB upward reset of both GWB and GWB Bonus Base
- Withdrawal Exceeding GWA causing downward adjustment to both GWB and GWB Bonus Base

DATE	TRANSACTION/ EVENT	AMOUNT	GWB BONUS BASE (AFTER TRANSACTION/ EVENT)	GWB BONUS	GWB (AFTER TRANSACTION/ EVENT)	MARKET VALUE
April 2/08	Initial Deposit to IncomePlus Series	\$50,000	\$50,000	-----	\$50,000	\$50,000
June 29/08	Subsequent Deposit to IncomePlus Series	\$20,000	\$70,000	-----	\$70,000	\$70,150
Dec 31/08	GWB Bonus (no withdrawals in 2008)		\$70,000	\$3,500 (5% of \$70,000)	\$73,500	\$73,111
Dec 31/09	GWB Bonus (no withdrawals in 2009)		\$70,000	\$3,500 (5% of \$70,000)	\$77,000	\$81,115
Dec 31/10	GWB Bonus (no Withdrawals in 2010)		\$70,000	\$3500 (5% of \$70,000)	\$80,500	\$83,887
April 2/11	GWB Reset Date (Upward Reset of Both GWB Bonus Base and GWB)		\$84,460		\$84,460	\$84,460
Dec 31/11	GWB Bonus (no Withdrawals in 2011)		\$84,460	\$4,223 (5% of \$84,460)	\$88,683	\$86,590
Sept 2/12	Withdrawal Exceeding GWA and causing GWB Downward Adjustment	\$8,000	\$77,325*		\$77,325	\$77,325
Dec 31/12	No GWB Bonus (Withdrawal made in 2012)		\$77,325	-----	\$77,325	\$78,390
Dec 31/13	GWB Bonus (no Withdrawals in 2013)		\$77,325	\$3,866 (5% of \$77,325)	\$81,191	\$76,462

* GWB Downward Adjustment caused GWB to reduce from \$80,683 to the market value of the IncomePlus Series (assuming it to be \$77,325) immediately following the withdrawal that Exceeded the GWA.

3 – IncomePlus Reset of Guaranteed Withdrawal Balance (GWB)

■ Every third IncomePlus Anniversary Date, where the market value of all IncomePlus Series funds is greater than the current GWB, the GWB is increased to equal the market value of the IncomePlus Series.

■ Where the IncomePlus Anniversary Date is not a valuation date, the previous valuation date will be used for calculation purposes.

Example of IncomePlus Reset of GWB:

DATE	TRANSACTION/ EVENT	GWB PRIOR TO TRANSACTION/ EVENT	INCOMEPLUS RESET OF GWB	MARKET VALUE OF INCOMEPLUS SERIES	GWB AFTER THE TRANSACTION/ EVENT
April 1/07	Initial deposit to IncomePlus Series	-----	-----	\$50,000	\$50,000
Dec 31/07	GWB Bonus	\$50,000	-----	\$52,000	\$52,500
April 1/08	IncomePlus Anniversary Date #1	\$52,500	N/A	\$55,000	\$52,500
Dec 31/08	GWB Bonus	\$52,500	-----	\$56,000	\$55,000
April 1/09	IncomePlus Anniversary Date #2	\$55,000	N/A	\$57,000	\$55,000
Dec 31/09	GWB Bonus	\$55,000	-----	\$58,000	\$57,500
April 1/10	IncomePlus Anniversary Date #3	\$57,500	Reset	\$59,000	\$59,000

4 – Withdrawals from IncomePlus Series

■ Immediately following a withdrawal from IncomePlus Series, the GWB will be reduced by the gross amount of the withdrawal.

Example of a withdrawal reducing the GWB (not Exceeding the GWA):

DATE	TRANSACTION/EVENT	AMOUNT	GWB PRIOR TO TRANSACTION	GWB AFTER TRANSACTION
April 1/07	Initial deposit to IncomePlus Series	\$50,000	-----	\$50,000
July 9/07	Withdrawal (not exceeding the GWA)	\$2,000	\$50,000	\$48,000
Sept 1/07	Withdrawal from IncomePlus Series	\$1,000	\$48,000	\$47,000

5 – Guaranteed Withdrawal Balance (GWB) Downward Adjustment

■ During a calendar year, when withdrawals from the IncomePlus Series have Exceeded the GWA and the market value of the IncomePlus Series is less than the GWB, a GWB Downward Adjustment will be performed immediately following the withdrawal that caused the threshold to be exceeded. This may result in a reduction to the GWA and LWA for future calendar years as well as the duration that guaranteed withdrawals may be available when withdrawing up to the GWA from the IncomePlus Series.

■ After Exceeding the GWA in a calendar year, a GWB Downward Adjustment is also performed immediately following each subsequent withdrawal from the IncomePlus Series where the market value of the IncomePlus Series is less than the GWB after the withdrawal.

■ See Section 5.2, Information Specific to RRIF/LIF/LRIF/PRIF Contracts for how downward adjustments are triggered within a Contract with legislated minimum withdrawals.

Impact of GWB Downward Adjustment

A GWB Downward Adjustment will result in the GWB being the lesser of:

- i) The GWB (after it has been reduced by the gross amount of withdrawal from the IncomePlus Series); and
- ii) The market value of the IncomePlus Series after the withdrawal.

Example of GWB Downward Adjustment:

DATE	TRANSACTION/ EVENT	AMOUNT	REMAINING GWA	REMAINING LWA	GWB PRIOR TO TRANSACTION/ EVENT	GWB AFTER EVENT/ TRANSACTION	MARKET VALUE OF INCOMEPLUS SERIES(AFTER TRANSACTION EVENT)
April 1/ 08	Initial deposit into IncomePlus Series	\$50,000	\$2,500	\$2,500	-----	\$50,000	\$50,000
May 10/08	Withdrawal from IncomePlus Series	\$1,000	\$1,500	\$1,500	\$50,000	\$49,000	\$49,500
June 15/08	Withdrawal from IncomePlus Series (Exceeded the GWA in 2008)	\$2,000	Nil	Nil	\$49,000	\$47,000 (lesser of \$47,000 and \$48,000)	\$48,000
Oct 10/08	Withdrawal from IncomePlus Series (Having previously Exceeded the GWA in 2008)	\$1,000	Nil	Nil	\$47,000	\$45,000 (lesser of \$46,000 and \$45,000)	\$45,000

6.5.1.2 Changes to Annual Guaranteed Withdrawal Amount (GWA) and Lifetime Withdrawal Amount (LWA)

General Information on How the GWA and LWA are Calculated

- Recalculation of GWA will occur annually, on December 31, using the year-end Guaranteed Withdrawal Balance (GWB). The recalculated GWA and LWA will apply to the next calendar year.
- The GWA and LWA:
 - May increase as a result of an increase in GWB;
 - May decrease as a result of withdrawals Exceeding the GWA, and, in addition, the LWA may decrease as a result of withdrawals Exceeding the LWA.
- When the GWB reduces to \$0:
 - The GWA will be set to \$0;
 - The LWA will continue payments for the lifetime of the annuitant provided withdrawals from the IncomePlus Series do not Exceed the LWA in that calendar year.
- See Section 5.2, Information Specific to RRIF/LIF/LRIF/PRIF Contracts for how downward adjustments are triggered within a Contract with legislated minimum withdrawals.

Changes to the GWA

- When total withdrawals from the IncomePlus Series have not Exceeded the GWA in a calendar year, the recalculated GWA on December 31 for the next calendar year will be the greater of:
 - i. The GWA that has been in effect for the current calendar year; or
 - ii. 5% of the GWB after all transactions have been processed
- When total withdrawals from the IncomePlus Series have Exceeded the GWA in a calendar year, the

recalculated GWA on December 31 for the next calendar year will be the **lesser** of:

- i. The current GWA, plus 5% of all deposits to the IncomePlus Series during the year or
- ii. 5% of the **greater** of:
 - A. The current market value of the IncomePlus Series, or
 - B. The GWB (after all transactions have been processed).

Changes to the LWA

- The LWA will be recalculated on any change of annuitant based on the new annuitant's eligibility and the current GWB.
- When total withdrawals from the IncomePlus Series have not Exceeded the LWA in a calendar year, the recalculated LWA on December 31 for the next calendar year will be the greater of:
 - I. The LWA that has been in effect for the current calendar year; or
 - II. 5% of the GWB after all transactions have been processed
- When total withdrawals from the IncomePlus series have Exceeded the LWA but not Exceeded the GWA in a calendar year, the recalculated LWA on December 31 for the next calendar year will be 5% of the current GWB.
- When total withdrawals from the IncomePlus Series have Exceeded the GWA and LWA in a calendar year, the recalculated LWA on December 31 for the next calendar year will be the **lesser** of:
 - i. The current LWA, plus 5% of all deposits to the IncomePlus Series during the year, or
 - ii. 5% of the **greater** of:
 - A. The current market value of the IncomePlus Series, or
 - B. The GWB (after all transactions have been processed).

Examples of Changes to the GWA and LWA

Example of impact on GWA and LWA through GWB increase

Assumes:

- Annuitant has reached age of eligibility for LWA at the time of the initial deposit,
- GWB Bonus is applied in the first calendar year, deposit made in second calendar year and a GWB Bonus is applied in second calendar year.

DATE	TRANSACTION/ EVENT	AMOUNT	GWB PRIOR TO TRANSACTION/ EVENT	GWB BONUS BASE	GWB BONUS	GWB AFTER TRANSACTION/ EVENT	CURRENT GWA	GWA FOR NEXT YEAR	CURRENT LWA	LWA FOR NEXT YEAR
April 1/08	Initial deposit into IncomePlus Series	\$50,000	-----	\$50,000	-----	\$50,000	\$2,500	-----	\$2,500	-----
Dec 31/08	GWB Bonus (No withdrawals in 2008)	N/A	\$50,000	\$50,000	\$2,500	\$52,500	\$2,500	\$2,625 (\$52,500 X 5%)	\$2,500	\$2,625 (\$52,500 X 5%)
June 15/09	Additional Deposit into IncomePlus Series	\$10,000	\$52,500	\$60,000	-----	\$62,500	\$2,625	-----	\$2,625	-----
Dec 31/09	GWB Bonus (No withdrawals in 2009)	N/A	\$62,500	\$60,000	\$3,000	\$65,500	\$2,625	\$3,275 (\$65,500 X 5%)	\$2,625	\$3,275 (\$65,500 X 5%)

Example of Impact to the GWA and LWA when Withdrawals have Exceeded the GWA – #1

DATE	TRANSACTION/ EVENT	AMOUNT	GWB AFTER TRANSACTION/ EVENT	MARKET VALUE OF INCOMEPLUS SERIES	CURRENT GWA	CURRENT LWA	5% OF CURRENT MARKET VALUE OF INCOMEPLUS SERIES	5% OF GWB	GWA FOR NEXT YEAR	LWA FOR NEXT YEAR
April 1/08	Initial deposit into IncomePlus Series	\$50,000	\$50,000	\$50,000	\$2,500	\$2,500	-----	-----	-----	-----
June 15/08	Withdrawal (Exceeded the GWA/LWA but a GWB Downward Adjustment does not further reduce GWB)	\$10,000	\$40,000	\$42,000	\$2,500	\$2,500	-----	-----	-----	-----
Dec 31/08	Recalculation of GWA/LWA	-----	\$40,000	\$43,000	\$2,500	\$2,500	\$2,150	\$2,000	\$2,150	\$2,150

Example of Impact to the GWA and LWA when Withdrawals have Exceeded the GWA – #2

DATE	TRANSACTION/ EVENT	AMOUNT	GWB AFTER TRANSACTION/ EVENT	MARKET VALUE OF INCOMEPLUS SERIES	CURRENT GWA	CURRENT LWA	5% OF CURRENT MARKET VALUE OF INCOMEPLUS SERIES	5% OF GWB	GWA FOR NEXT YEAR	LWA FOR NEXT YEAR
April 1/08	Initial deposit into IncomePlus Series	\$50,000	\$50,000	\$50,000	\$2,500	\$2,500	-----	-----	-----	-----
June 15/08	Withdrawal (Exceeded the GWA/LWA and GWB Downward Adjustment further reduces GWB)	\$10,000	\$38,000*	\$38,000	\$2,500	\$2,500	-----	-----	-----	-----
Dec 31/08	Recalculation of GWA/LWA	-----	\$38,000	\$35,000	\$2,500	\$2,500	\$1,750	\$1,900	\$1,900	\$1,900

* Decreased from \$40,000 to \$38,000 due to GWB Downward Adjustment to market value

Example of LWA Decrease for Exceeding the LWA, but not the GWA

Assumes:

- No reduction in GWA,
- LWA is initiated on December 31st of the year the annuitant turns 65,
- No trigger of downward adjustment on GWB,
- LWA recalculated as 5% of the new GWB.

DATE	ANNUITANT AGE	TRANSACTION/ EVENT	AMOUNT	GWB AFTER TRANSACTION/ EVENT	MARKET VALUE OF INCOMEPLUS SERIES	CURRENT GWA	CURRENT LWA	GWA FOR NEXT YEAR	LWA FOR NEXT YEAR
April 1/08	63	Initial deposit into IncomePlus Series	\$50,000	\$50,000	\$50,000	\$2,500	N/A	-----	N/A
Sept 3/08	64	Withdrawal (Not exceeding the GWA)	\$2,500	\$47,500	\$48,000	\$2,500	N/A	-----	-----
Aug 2/09	65	Annuitant Birthday	-----	-----	-----		N/A	-----	-----
Sept 1/09	65	Withdrawal (Not exceeding the GWA)	\$2,500	\$45,000	\$46,200	\$2,500	N/A		
Dec 31/09	65	Recalculation of GWA/LWA	-----	\$45,000	\$46,800	\$2,500	N/A	\$2,500 (greater of Current GWA or 5% X GWB)	\$2,250 (\$45,000 X 5%)
Feb 3/10	65	Withdrawal (Exceeding LWA, but not GWA)	\$2,500	\$42,500	\$44,900	\$2,500	\$2,250	-----	-----
Dec 31/10	66	Recalculation of GWA/LWA	-----	\$42,500	\$46,300	\$2,500	\$2,250	\$2,500	\$2,125 (\$42,500 X 5%)

6.6 GUARANTEED PAYMENT PHASE OF INCOMEPLUS SERIES

- When the market value of the IncomePlus Series funds reduces to \$0 but the GWB and/or the LWA is greater than \$0, the Contract enters the Guaranteed Payment Phase.
- Once having entered the Guaranteed Payment Phase the following will apply:
 - The Guaranteed Minimum Withdrawal Benefit (GMWB) will continue to provide for payments each year. Payments can be taken:
 - of the Guaranteed Withdrawal Amount (GWA) until the Guaranteed Withdrawal Balance (GWB) is reduced to \$0. Each payment will reduce the GWB by the payment amount.
 - of the Lifetime Withdrawal Amount (LWA) for the life of the annuitant if the LWA is greater than \$0.
 - No further deposits may be made to the IncomePlus Series (including Fund switches from 75 Series).
 - Maturity and Death Benefit Guarantees will no longer apply to the IncomePlus Series (since the market value of the IncomePlus Series has reduced to \$0).
 - The year-end LWA calculations will continue based on existing rules.
 - No IncomePlus Fees will be payable.
- The Contract will remain in effect until:
 1. You are not eligible for further payments under the GMWB,
 2. The Contract reaches the Contract Maturity Date (see section 6.3 Maturity Guarantees for alternate maturity options), or
 3. The death of the last surviving annuitant.

6.7 ANNUITY DEFAULT

- If the Contract is in force on the Contract Maturity Date, and we have not been notified of your maturity option selection, the Contract will provide a single life annuity with a 10-year guarantee.

TERMS OF THE ANNUITY

- The Default Annuity will be subject to the applicable provisions of the Income Tax Act (Canada) for registered Contracts and subject to the following provisions:
 - be a single life annuity, based on the life of the annuitant,
 - provide annual income payments. The payments will be guaranteed for the annuitant's life or for 10 years, except in the case of registered Contracts, and
 - provide equal payments except in the case of registered Contracts. Refer to Section 11 of the Contract, which is at the back of this document, for further details.
- The date of the first income payment will be such that a full year's worth of income payments are scheduled to be made in the calendar year following the year in which the Default Annuity provision applies.
- If the annuitant dies after income payments have commenced and there is no named successor annuitant, the commuted value of any remaining income payments will be paid in one sum. This payment will be made to your named beneficiary, if there is one, otherwise to you or your estate.
- The following is an annuity table that specifies what an annuity payment will be per \$10,000.00 of contract value at the time of annuitization. (For contracts issued in Quebec only)

AGE (LAST ATTAINED)	ANNUAL RATE PER CONTRACT VALUE*
50	\$153.85
55	\$166.67
60	\$181.82
65	\$200.00
70	\$222.22
75	\$250.00
80	\$285.71
85	\$333.33
90	\$400.00
95	\$500.00
100	\$666.67

* This table reflects the minimum amount of the annuity. If annuity rates that we offer are higher at the time of annuitization, the annual rates may be higher.

Please refer to Section 11 of the Contract, which is at the back of this document, for the annuity provisions for registered Contracts.

7. The Investment Options

7.1 GENERAL INFORMATION

■ Please see the Fund Highlights booklet for the Funds available at the time of purchase of the Contract. For a list of available Funds following purchase of the Contract, please contact your financial advisor.

■ Fund categories include money market, fixed income, balanced and equities. Each fund manager has a particular investment objective and strategy as well as diversification criteria such as capitalization, jurisdiction and manager style.

■ The underlying investments in a segregated fund may be units of a mutual fund, stocks, bonds, or other selected investment funds. You do not acquire any ownership interest in the segregated fund or in the underlying investments when monies are invested in a segregated fund. Additional information about underlying investments can be found in the Fund Highlights booklet, or by contacting your financial advisor.

■ We may discontinue offering, merge, split or substitute the underlying fund for a substantially similar underlying fund for any of the Funds available at any time, in accordance with applicable requirements, and by providing you with advanced written notice.

■ In certain situations, changes to a Fund may be considered a fundamental change. Please see Section 7.10, Fundamental Changes, for more information.

7.2 INCOMEPLUS FEE

■ The IncomePlus Fee is the cost for providing the Guaranteed Minimum Withdrawal Benefit (GMWB) and an enhanced Death Benefit Guarantee for the IncomePlus Series.

■ The IncomePlus Fee is not embedded in a Fund's MER and is charged to the Contract and paid as a redemption of Fund Units each year that the Guaranteed Withdrawal Balance (GWB) is greater than \$0.

■ Calculation and collection of the IncomePlus Fee is described in Section 9.3, IncomePlus Fee.

■ The Fund Fee Rates applicable to each Fund and used in the calculation of the IncomePlus Fee are found in the Fund Highlights booklet. The different levels of Fund Fee Rates are summarized in Section 9.3.2, Fund Fee Rates.

■ We may change the amount of the Fund Fee Rate, up to a maximum amount, without prior notification.

7.3 NET ASSET VALUE

■ The net asset value of a Fund is the total market value of all the assets of a Fund minus its liabilities. The net asset value is divided by the number of Units held by investors to calculate the net asset value per Unit.

■ We calculate the net asset value and the net asset value per Unit of each Fund at the close of business on every valuation date. Please see Section 8.2, Valuation Date, for more information.

The net asset value of a Segregated Fund fluctuates with the market value of the underlying assets of the Segregated Fund and is not guaranteed.

7.4 INVESTMENT POLICY AND RESTRICTIONS

■ Each Fund has a fundamental investment objective, which determines the investment policies and restrictions for the Fund. The investment policies may change from time to time, and you may be notified of any material change. A change to the investment objective will be considered a fundamental change. Please see Section 7.10, Fundamental Changes, for more information.

7.5 POTENTIAL RISKS OF INVESTING

- There are a number of risks of investing, including market risk, interest rate risk, manager risk, inflation risk, derivative risk and currency risk.
- The risks may be different depending on the Fund. For details of these risks and information on the Funds available, please refer to the Fund Highlights booklet.

7.6 REINVESTMENT OF EARNINGS

- Any realized earnings of the assets of the Funds will be reinvested in the Fund and will increase the value of the Units. You acquire no direct claim of the Fund assets, only the Contract benefits.

7.7 INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

- No director, senior officer, associate or affiliate of Manulife Financial has had any material interest, direct or indirect, in any transactions, or in any proposed transactions within 3 years prior to the date of filing this Information Folder, that would or will materially affect Manulife Financial, or any of its subsidiaries, with respect to the Funds.

7.8 MATERIAL CONTRACTS/FACTS

- There have been no material contracts entered into by Manulife Financial, or any of its subsidiaries, within 2 years prior to the date of filing this Information Folder, or other material facts relating to the policies that have not been otherwise disclosed, that may be considered material to the contract or policyholder.

7.9 CUSTODIAN OF FUND PORTFOLIO SECURITIES

- RBC Dexia Investor Services, Royal Trust Tower, 10th Floor, 77 King Street West, Toronto, Ontario, M5W 1P9, has custody and control of cash and securities of the Funds.

- All investments and deposits of the Funds are made in the name of Manulife Financial. Manulife Financial has the ultimate responsibility for custody of the securities of the Funds. The portfolio of securities of the Funds is physically located in and under the jurisdiction of the Province of Ontario.

7.10 FUNDAMENTAL CHANGES

- A fundamental change is:
 - An increase in the management fee of a Fund,
 - A change in the fundamental investment objectives of a Fund,
 - A decrease in the frequency with which Funds are valued, or
 - An increase in the guarantee cost of a Fund that exceeds the limit specified in the financial statements and the Information Folder, if such costs are disclosed separately from the management fee.
- A fundamental change to the Contract and/or a Fund may provide you with certain rights.
- In the event of a fundamental change to the Contract and/or a fund, you will be given the opportunity in certain circumstances to Fund switch or withdraw units of the Fund(s) without incurring charges. We will provide you with the withdrawal options and/or opportunities to Fund switch to a similar Fund at least 60 days prior to the effective date of the fundamental change.
- For the purposes of being considered a similar fund, a Fund must have a comparable investment objective, be in the same fund investment category and have the same or lower management fee and guarantee cost as the original Fund.

8. Valuation

8.1 MARKET VALUE OF THE CONTRACT

■ On any date, the market value of the Contract will be the total of:

- i) The value of the Units of all the Funds in the Contract at the close of business on the previous valuation date, plus
- ii) Any deposit that we have received, less any deductions, which has not yet been used to purchase Units of a Fund.

8.2 VALUATION DATE

■ A valuation date occurs every day that:

- i) The Toronto Stock Exchange is open for business, and
- ii) A value is available for the underlying assets of the Fund.

■ All transactions (e.g. deposits, withdrawals, switches) are processed based on the market value as at the close of business on the valuation date.

■ Valuation dates are considered to end at the valuation date cut-off time, as determined by us. Instructions or transactions received by Manulife Financial Head Office after this time will be considered to be received as of the next valuation date.

■ Manulife reserves the right to change the valuation date cut-off time (earlier or later) to accept instructions or transactions. For example, we may require an earlier valuation date cut-off time for instructions or transactions received through different distribution or communication channels.

■ Please contact your financial advisor for the valuation date cut-off time that may apply to your specific transaction request.

■ Funds are normally valued on every valuation date, however, we may postpone valuation:

- a) For any period during which one or more of the nationally recognized stock exchanges are closed for other than a customary weekend or holiday closing,
- b) For a period during which trading on securities exchanges is restricted, or
- c) When there is an emergency during which it is not reasonable for us to dispose of investments owned by the Funds or to acquire investments on behalf of the Funds or to determine the total value of the Funds.

■ The Funds will be valued at least monthly, irrespective of any postponement. If there is a change to the frequency of valuation of the Funds, you may have rights of free withdrawal or Fund switch. Please see Section 7.10, Fundamental Changes, for more information.

■ The Toronto Stock Exchange is currently the principal exchange used for purposes of determining the valuation dates. Manulife reserves the right to change the principal exchange to another exchange for purposes of this section and for determining the valuation of the Funds.

8.3 ADJUSTED COST BASE

■ The adjusted cost base of the Contract is the total cost of acquiring the Units plus any reinvested allocations from the Fund.

■ A Fund's adjusted cost base is the total cost of acquiring the underlying investment.

9. Fees and Charges

9.1 GENERAL INFORMATION

- You may have to pay sales charges when depositing or withdrawing from the Contract, depending on the sales charge option of the Funds that you choose.
- We offer three sales charge options under the Contract; Front-end option, Back-end option and Low-load option.
- The fee you pay for the Maturity Guarantee applicable to all Series under the Contract is incorporated in the Management Expense Ratio (MER) of the Fund.
- The fee you pay for the Death Benefit Guarantee applicable to 75 Series is incorporated in the MER of the Fund.
- The fee you pay for the enhanced portion of Death Benefit Guarantee and Guaranteed Minimum Withdrawal Benefit (GMWB) applicable to the IncomePlus Series is paid from the Contract, through the redemption of fund Units each year. We refer to this fee as the IncomePlus Fee.

CONTRACT CHARGES

9.2 SALES CHARGE OPTIONS

- The amount of sales charges are determined by the Fund category and sales charge option in which you originally purchase Units.
- There are no sales charges or redemption fees applicable to a deposit made as a result of a guarantee top-up.
- We reserve the right to offer a separate sales charge option(s) with access reserved for Contracts which meet our administrative rules in place at the time. Contracts within this (these) separate sales charge option(s) which no longer meet our administrative rules will be transferred to the similar sales charge option without the restrictions.

9.2.1 Front-end option

- Under this option you may pay a sales charge at the time of deposit to the Contract.
- The amount you pay is negotiable and calculated as a percentage of the gross deposit amount.
- The minimum sales charge you will pay will be 0%. The maximum sales charge available under this sales charge option is 5%.

9.2.2 Back-end and Low-load options

- Under these sales charge options you may pay a deferred sales charge, referred to as a redemption fee, at the time of any withdrawals from the Contract.
- The amount you pay is calculated as a percentage of the original purchase price of the Units that you request be redeemed.
- The amount of the sales charge applicable to a withdrawal is based on the redemption fee scale and Fund category in which you originally purchased Units of Back-end and Low-load option funds.
For example, if you originally purchase Units of a Back-end sales charge option equity Fund and then you subsequently requested a Fund switch to a money market fund, redemption fees applicable to a withdrawal are based on the equity Fund redemption fee scale.
- Redemption fees will apply to the earliest deposits first.
- Redemption fees only apply to withdrawals that exceed the charge-free withdrawal amount calculated for the year. Please see Section 5.6, Withdrawals Free of Sales Charges, for more information.
- The age of deposits, for purposes of calculating redemption fees, will not be affected by Fund switches.
- All redemption fees are waived upon sufficient notification of death of the last surviving annuitant.

BACK-END LOAD AND LOW-LOAD REDEMPTION FEE SCALE

FUND CATEGORY	REDEMPTION MADE DURING THE FIRST SEVEN YEARS FOLLOWING THE DATE OF DEPOSIT	BACK-END LOAD REDEMPTION FEES AS A PERCENTAGE OF ORIGINAL DEPOSIT AMOUNT	LOW-LOAD REDEMPTION FEES AS A PERCENTAGE OF ORIGINAL DEPOSIT AMOUNT
Money market fund (excludes the Dollar-Cost Averaging Fund)	year 1	1.50	1.00
	year 2	1.50	0.50
	year 3	1.50	0.50
	year 4	1.00	0
	year 5	1.00	0
	year 6	1.00	0
	year 7	0.50	0
	year 8 and subsequent years	0	0
All other funds (Bond, Dividend, Asset Allocation, Balanced and Equity Funds)	year 1	5.50	2.50
	year 2	5.00	2.00
	year 3	5.00	1.50
	year 4	4.00	0
	year 5	4.00	0
	year 6	3.00	0
	year 7	2.00	0
	year 8 and subsequent years	0	0

9.3 INCOMEPLUS FEE

■ The IncomePlus Fee is paid from the Contract and is in addition to the Fund MER.

■ This IncomePlus Fee is calculated and charged on an annual basis and paid to Manulife Financial through a withdrawal of Fund units of the IncomePlus Series. This is in addition to the Fund's Management Expense Ratio as defined in Section 9.6, Management Expense Ratio (MER).

■ Calculation of the IncomePlus Fee will take place annually, on December 31, and is collected at the beginning of the next calendar year.

■ Since the IncomePlus Fee is calculated at the end of the calendar year and collected in the following year, there is no IncomePlus Fee paid in the first calendar year that the IncomePlus Series funds are held in the Contract.

■ The IncomePlus fee is not pro-rated for deposits occurring part-way through a year, e.g. two investors with the same year end GWB and holding the same ratio of funds will be charged the same IncomePlus Fee even if one investor has been invested the full year and one investor made their initial deposit in December.

■ During the Guaranteed Payment Phase of the IncomePlus Series, no IncomePlus Fee will be charged.

■ The IncomePlus Fee is not subject to Goods and Services Tax (GST).

■ Withdrawals to pay for the IncomePlus Fee will not reduce Maturity or Death Benefit Guarantees for IncomePlus Series. Additionally, there will be no reduction in GWB, Remaining GWA or Remaining LWA for withdrawals to pay IncomePlus Fees.

9.3.1 Calculation of the IncomePlus Fee

■ The amount of IncomePlus Fee paid from the Contract is determined by the following factors:

- i. Volatility of the IncomePlus Series Funds held in the Contract over the previous year,
- ii. The GWB at the end of the previous calendar year, and
- iii. The duration of time each IncomePlus Series fund was held in the Contract over the previous calendar year (or portion of calendar year if an IncomePlus deposit was made during the previous calendar year).
- iv. The weighted-average length of time the IncomePlus Series funds were held in the Contract in the previous year (or portion of calendar year if the initial IncomePlus deposit was made during the previous calendar year).

■ The IncomePlus Fee is calculated based on the following calculation:

$$F = M1(B \cdot R1) + M2(B \cdot R2) + \dots + Mx(B \cdot Rx)$$

Where:

F = Total IncomePlus Fee for the following calendar year

M = Annualized proportional weighting of market value of each IncomePlus Series Fund over previous year (or portion of calendar year for IncomePlus deposits made during the previous calendar year).

(Note: M1 represents the weighting for IncomePlus Series Fund 1, M2 is the weighting for IncomePlus Series Fund 2, and so on)

B = GWB on December 31 (after all transactions have been processed and increased through GWB Bonus or IncomePlus Reset)

R = Fund Fee Rate for the IncomePlus Series Fund

x = The number of IncomePlus Series Funds held in the Contract during the entire calendar year. This includes Funds no longer held, but once held in the Contract.

Example of the IncomePlus Fee Calculation

Assumes:

- GWB on December 31 = \$100,000
- Two IncomePlus Series Funds were held in the Contract in the current calendar year
- IncomePlus Series fund Fee Rates
 - Fund 1 = 0.35% (Fund Fee Rate Level 2)
 - Fund 2 = 0.55% (Fund Fee Rate Level 3)
- IncomePlus Series Fund 1 was held for 12 months of current calendar year
- IncomePlus Series Fund 2 was purchased in June of the current calendar year
- No increase in market value of either IncomePlus Series Fund over the calendar year

ANNUALIZED PORTFOLIO WEIGHTING OF INCOMEPLUS SERIES FUNDS

MONTH-END	FUND 1 MARKET VALUE	FUND 2 MARKET VALUE	MARKET VALUE OF ALL INCOMEPLUS SERIES	PROPORTIONAL WEIGHTING PER MONTH FUND 1	PROPORTIONAL WEIGHTING PER MONTH FUND 2
January	\$50,000		\$50,000	1	0
February	\$50,000		\$50,000	1	0
March	\$50,000		\$50,000	1	0
April	\$50,000		\$50,000	1	0
May	\$50,000		\$50,000	1	0
June	\$50,000	\$50,000	\$100,000	0.5	0.5
July	\$50,000	\$50,000	\$100,000	0.5	0.5
August	\$50,000	\$50,000	\$100,000	0.5	0.5
September	\$50,000	\$50,000	\$100,000	0.5	0.5
October	\$50,000	\$50,000	\$100,000	0.5	0.5
November	\$50,000	\$50,000	\$100,000	0.5	0.5
December	\$50,000	\$50,000	\$100,000	0.5	0.5
Annualized proportional weighting				0.7083 (8.5/12)	0.2917 (3.5/12)

	ANNUALIZED PROPORTIONAL WEIGHTING OF INCOMEPLUS SERIES FUND (M)	GWB ON DECEMBER 31 (B)	FUND FEE RATE (R)	INCOMEPLUS FEE
IncomePlus Series Fund 1	0.7083	\$100,000	0.35%	\$247.91
IncomePlus Series Fund 2	0.2917	\$100,000	0.55%	\$160.44
Total Fee				\$408.35 (F)

9.3.2 Fund Fee Rates

- The Fund Fee Rates, applicable to the IncomePlus Series of the Funds, are used in calculating the IncomePlus Fee.
- Determining the Fund Fee Rate applicable to the IncomePlus Series of each Fund can be done using the table below and the Fund Fee Rate Level information provided in the Fund Highlights booklet.
- The IncomePlus Series of each Fund falls within 1 of 4 Fund Fee Rate levels depending on the volatility of the Fund. Determination of volatility is at our discretion and reflected in the Fund Fee Rate Level that is assigned to each Fund. The greater the volatility of the Fund, the greater the level number and Fund Fee Rate applicable.
- We may change the Fund Fee Rate of any Fund by providing you with a least 60 days advanced written notice. For each of the Fund Fee Rate Levels, we will never increase the Fund Fee Rates above the maximum amounts listed in the table below.

FUND FEE RATE LEVEL	FUND FEE RATE	MAXIMUM FUND FEE RATE
Level 1	0.25%	0.75%
Level 2	0.35%	0.85%
Level 3	0.55%	1.05%
Level 4	0.75%	1.25%

9.3.3 Collection of the IncomePlus Fee

- Collection of IncomePlus Fees will occur on the first valuation day of the calendar year following the date of the IncomePlus Fee calculation.
- Only IncomePlus Series funds will be withdrawn to pay for the IncomePlus Fee.
- The allocation of Fund Units being withdrawn for the purposes of paying the IncomePlus Fee is based on the proportional market value of the IncomePlus Series of each Fund held on the date of collection.
- The following calculation will apply when withdrawing for payment of the IncomePlus Fee:

$$F = Y1 + Y2 + \dots + Yn$$

where

$$Y1 = F(P1/Q), Y2 = F(P2/Q) + \dots + Yn = F(Pn/Q)$$

F = Total IncomePlus Fee payable.

n = Number of IncomePlus Series funds held on the day IncomePlus Fees are collected.

P = Market value of the IncomePlus Series of each Fund on the day IncomePlus Fees are collected.

Q = Market value of all IncomePlus Series funds on the day IncomePlus Fees are collected.

Y = Net amount to be withdrawn from the IncomePlus Series of each Fund to pay for the IncomePlus Fee.

Example of IncomePlus Fee Collection

Assumes:

- IncomePlus Fee of \$408.35 (from previous example of the IncomePlus Fee Calculation)
- Two IncomePlus Series funds held on the date of IncomePlus Fee collection

INCOMEPLUS SERIES FUNDS	MV ON COLLECTION DATE (P)	PROPORTIONAL WEIGHTING OF INCOMEPLUS SERIES FUND ON COLLECTION DATE (P/Q)	TOTAL INCOMEPLUS FEE	NET AMOUNT TO BE WITHDRAWN FROM INCOMEPLUS SERIES FUND (Y)
IncomePlus Fund 1	\$48,000	0.48 (48,000/100,000)	\$408.35	\$196.00 (Y1) (\$408.35X0.48)
IncomePlus Fund 2	\$52,000	0.52 (52,000/100,000)	\$408.35	\$212.35 (Y2) (\$408.35X0.52)
Total	\$100,000	1		\$408.35 (F)

9.4 EARLY WITHDRAWAL FEES AND RECOVERY OF EXPENSES

- We may apply an early withdrawal fee of 2% of the market value if you make a withdrawal within 90 days of the purchase of the Funds you have requested be withdrawn. This fee does not apply to scheduled withdrawal payments.
- The fees and charges described in this Information Folder are the only ones that you will be charged for the day-to-day activities of the Contract.
- If, however, you make an error (e.g. an NSF cheque), we reserve the right to charge you for any expenses or investment losses that occur as a result of the error. Any charges passed on to you will be commensurate with any expenses or losses incurred by us.

FUND CHARGES

9.5 MANAGEMENT FEES

- The management fee of a Fund is calculated and accrued on a daily basis and paid to Manulife Financial for the management of the Fund and guarantee costs for providing 75% maturity guarantee and 75% death benefit guarantee to all Series under the Contract. You do not directly pay for the management fees as they are paid by the Fund.

- The management fees of a Fund include all management fees charged by Manulife Financial and any underlying funds. There is no duplication of fees.
- We may change the management fee of any Fund available by providing you with a least 60 days advanced written notice. Please see Section 7.10, Fundamental Changes, for more information.

9.6 MANAGEMENT EXPENSE RATIO (MER)

- The Management Expense Ratio (MER) is the cost of investing in a Fund and is the total of the management fee plus the operating expenses of the Fund. You do not directly pay for the MER as it is paid from the Fund before the Unit Value is calculated.
- The operating expenses include costs relating to administration, legal and audit fees. The MERs include any expense charged by any underlying funds. There is no duplication of fees.
- Subject to Section 9.5, Management Fees, we may change the MER of any Fund available without prior notification. Please see the Fund Highlights booklet for more information about current MERs.

10. Compensation Paid To Your Financial Advisor

10.1 GENERAL INFORMATION

- Contracts are sold through independent financial advisors and brokers.
- The financial advisor will be compensated for the professional advice and services provided to you.
- The amount of compensation will depend upon the contractual agreement between your financial advisor and their dealership or with Manulife Financial, whichever is applicable.
- Manulife Financial reserves the right to change or cancel compensation arrangements at any time.

10.2 SALES COMMISSION

- The sales commission paid will vary depending on the Fund, the sales charge option and in some cases, the amount of the deposit.

- Front-end sales charge option:
 - The amount of the sales charge you pay equals the commission paid to your financial advisor by Manulife Financial.
- Back-end and Low-load sales charge options:
 - Manulife Financial pays the commission on the purchase, but you may have to pay a deferred sales charge depending on when you request to redeem Units.
- Sales commission will not be paid for the following:
 - Maturity and Death Benefit top-ups.
 - Fund switches within the same sales charge option.
 - Transfer of an RRSP Contract to a RRIF.

10.3 SERVICING COMMISSION

- The Funds will pay a regular servicing commission to your financial advisor to recognize the ongoing service they provide.

11. Tax Information

11.1 GENERAL INFORMATION

- This is an outline of general tax information as it applies to the Contract. It applies to Canadian residents and is based on the current Income Tax Act (Canada).
- The policy of each Fund is to allocate its income and realized capital gains and losses to unitholders in each year so that no income tax will be payable by a Fund (after taking into account any applicable losses of the Fund).
- Each Fund (other than a money market fund or the Dollar-Cost Averaging Fund) will allocate the income and realized capital gains and losses proportionally by Fund Units to all unitholders on December 31 of each year, and is not in proportion to the length of time the Units are held in a Fund during a calendar year.
- The money market fund and Dollar-Cost Averaging Fund allocate interest income earned on a daily basis to unitholders in that Fund.
- There is no change in a Unit Value on an allocation date, nor is there any change in the number of Units allocated to the Contract.
- The taxation of certain benefits available with this product are not certain at this time. The Contract Owner is responsible for the proper reporting and remittance of all taxes. We recommend that you contact your tax advisor regarding the tax treatment of this product in your particular circumstances.

Note: This summary does not include all possible tax considerations and you should consult your personal tax advisor about your individual circumstances.

11.2 NON-REGISTERED CONTRACTS

- When filing your income tax return, you are required to include information on the following, as allocated to you:
 - Capital gains or capital losses from seven sources:
 - i) Distributions from underlying investments,
 - ii) The trading activities of the Funds,
 - iii) Your trading activities (i.e. Fund switches and withdrawals),
 - iv) Sales charges and redemption fees,
 - v) Fund discontinuances and underlying fund substitutions,
 - vi) Transfers of ownership in certain situations,
 - vii) Withdrawal of units to pay the IncomePlus Fee.
 - Canadian dividends that reflect the amount of dividends received from shares of Canadian resident corporations.
 - Other Canadian income that includes interest earned on the cash portion of the Fund or income on investments such as Canadian bonds or mortgages.
 - Foreign income received through investment in a mutual fund and foreign taxes that may be used to reduce your Canadian income tax.
 - We will provide you with a T3 slip reflecting a summary of the information on all of the categories listed above.
- ### 11.2.1 Taxation of Guarantee “top-up”
- If the guarantee amount is greater than the market value at death or maturity, we will deposit the difference into the Contract. This deposit is referred to as a “top-up” and is taxable to you when paid into the Contract.
 - On surrender of the Contract, at death or maturity, the difference between the market value of the Contract (before any top-up) and the adjusted cost base may result in a capital gain or loss.

■ The taxation of the top-up is not certain at this time. We recommend that you contact your tax advisor regarding the tax treatment of top-ups in your particular circumstances. We will report guarantee “top-up” amounts paid based on our understanding of tax legislation and Canada Revenue Agency (CRA) assessing practices at that time.

11.2.2 Taxation of Payments During Guaranteed Payment Phase of the IncomePlus Series

■ The taxation of these payments is not certain at this time. Please consult your tax advisor for further information. We will report any payments during the Guaranteed Payment Phase based on our understanding of tax legislation and CRA assessing practices at that time.

11.2.3 Taxation of IncomePlus Fee in Non-registered Contracts

■ The IncomePlus Fee is an expense of the policyowner. We recommend that you contact your tax advisor regarding the tax deductibility of this fee in your particular circumstances.

■ The withdrawal of units to pay for the IncomePlus Fee will result in a taxable disposition and create capital gains or capital losses that will be reported to the policyowner.

■ GST is not applicable on the IncomePlus Fee.

11.3 REGISTERED CONTRACTS

■ Income can accumulate in a registered Contract on a tax-deferred basis.

■ If you request Fund switches between Funds in a registered Contract or you transfer directly to another permitted registered Contract, you do not have to pay tax.

RRSP

■ You can deduct the deposits that you make to an RRSP from your taxable income, up to a maximum amount determined under the Income Tax Act (Canada).

■ If you own a spousal RRSP, your spouse may deduct the deposits he/she makes to that spousal RRSP, up to a maximum amount determined under the Income Tax Act (Canada).

■ If you withdraw cash from an RRSP Contract, you must pay tax on the amount that you have withdrawn.

■ We are required to deduct tax from the withdrawal to the extent required under current tax laws.

■ If you own a spousal RRSP, your spouse may have to pay tax on the amount withdrawn to the extent that your spouse deposited amounts to this or any other spousal RRSP in the current or two immediately preceding taxation years.

RRIF/LIF/LRIF/PRIF

■ Payments and cash withdrawals from a RRIF, LIF, LRIF or PRIF will be included in your income for the year the payments are made.

■ We are required to withhold tax at the government prescribed rates from any withdrawals that exceed the RRIF, LIF, LRIF or PRIF minimum amount. There are two ways to handle these taxes, based upon your specific needs.

■ **Levelized minimum rate** – We will withhold tax at the minimum rate required by law and apply it evenly to all scheduled payments for a year.

■ **Client-specified rate** – We will withhold tax at a rate specified by you and apply it evenly to all scheduled payments for a year. If the rate specified is less than the minimum rate required by law, we will withhold the required minimum. For unscheduled withdrawals, withholding tax will be at the client-specified rate unless we are required by law to withhold a higher amount.

11.3.1 Taxation of Guarantee “top-up”

- For the Maturity Guarantee, top-up amounts are not taxed when deposited into the Contract. However, when amounts are withdrawn (including the top-ups), all amounts are taxable to you.
- For the Death Benefit Guarantee, top-up amounts are not taxed when deposited into the Contract. However, when the final death benefit is paid to the beneficiary, all amounts (including the top-ups) are taxable to the appropriate individual.

11.3.2 Taxation of Payments during Guaranteed Payment Phase of the IncomePlus Series

- The amount of the payments made during the Guaranteed Payment Phase of the IncomePlus Series will be taxable to you when withdrawn from the Contract.

11.3.3 Taxation of IncomePlus Fees in Registered Contracts

- At this time, the IncomePlus Fee is considered an expense of the registered plan that pays for the Contract benefit associated with deposits to IncomePlus Series.
- The payment of IncomePlus Fees will not be subject to withholding taxes and will not be reported as income to you.
- GST will not apply to IncomePlus Fees.

12. Estate Planning

12.1 GENERAL INFORMATION

■ The GIF Select Contract provides valuable estate planning advantages that vary depending on the Series of funds you purchase.

■ Many estate planning features are dependent on the life of the annuitant. Where contracts are eligible to continue or have contractual benefit continue based on the life of another annuitant, guarantees (including LWA and Deposit Maturity Guarantee) may be recalculated.

Note: This summary does not include all possible tax considerations. You should consult your personal tax advisor about your individual circumstances.

12.2 BENEFICIARIES

■ On the death of the last surviving annuitant, we will pay the proceeds of the Contract to any surviving primary beneficiary.

■ If no primary beneficiary is alive when the last surviving annuitant dies, we will pay the proceeds to any surviving secondary beneficiary.

■ If there is no surviving secondary beneficiary, we will pay the proceeds to you, the owner, if you are not the annuitant, otherwise to your estate.

■ The proceeds of the Contract are paid to the beneficiaries named under the Contract without passing through your estate.

■ If you have named more than one primary beneficiary, you may specify how the proceeds are to be divided. If you have not indicated how the proceeds are to be divided, we will assume the proceeds should be divided equally among the surviving primary beneficiaries. The same applies for secondary beneficiaries.

■ Please remember that secondary beneficiaries do not have any rights if any primary beneficiary exists at the time of the last surviving annuitant's death.

■ You may change the beneficiary or beneficiaries at any time, as permitted by any laws that apply to the Contract, by filing a written declaration with us. The change will be effective on the date that you signed the declaration. However, we will only be responsible for acting upon information that has been filed with us and reached us by the date we make any payments or take any action.

■ We are not responsible for confirming the accuracy or validity of any information that you provide to us.

■ If you have used the non-registered Contract as security for a loan, the rights of a collateral assignee or, under the Quebec Civil Code, a hypothecary creditor, will normally take precedence over the rights of a beneficiary.

■ If the beneficiary has not reached the age of majority, we must pay the proceeds of the Contract according to the applicable laws.

12.2.1 Irrevocable Beneficiaries

■ If you have designated the beneficiary as irrevocable, you cannot change the designation without the beneficiary's written consent.

■ Certain other rights and options, such as changes to withdrawals, assignments, or transfer of ownership, can be exercised only with the written consent of the irrevocable beneficiary.

■ An irrevocable beneficiary who is a minor cannot provide consent. A parent, guardian or tutor cannot provide consent on behalf of a minor who has been named as irrevocable beneficiary.

12.2.2 Beneficiaries and Successor Annuitant Election for RIF, LIF, LRIF, PRIF Contracts

- If your spouse is named sole beneficiary, your spouse will automatically become owner of the Contract and payments will continue to your spouse.

- If your spouse becomes owner as a result of being named sole beneficiary, they may exercise rights as Policyowner of this Contract, and any secondary or subsequent beneficiary appointments made prior to your death are ineffective.

If you have named your spouse as successor annuitant, on your death they will automatically become owner of the Contract. In this case, the successor annuitant may exercise rights as the Policyowner of this Contract. However, if you have named an irrevocable beneficiary, the successor annuitant's ownership rights will be restricted (see Section 12.2.1 Irrevocable Beneficiaries).

- When the successor annuitant or spouse as sole beneficiary continues the Contract, a one time guarantee recalculation at the time of notification of death occurs as follows:

- A special IncomePlus Reset of the Death Benefit Guarantee will be performed on the IncomePlus Series if the successor annuitant is under 80 years of age

- A special IncomePlus Reset of the GWB will be performed on the IncomePlus Series.

- A recalculation of the LWA immediately following the special IncomePlus Reset of GWB (based on the current GWB, the LWA may become higher or lower than current level, or not available if the new annuitant is younger than the minimum LWA eligibility age).

- If the successor annuitant is younger than the minimum LWA eligibility age, the LWA and Remaining LWA for that calendar year will be set to \$0. The LWA will remain at \$0 until it is recalculated (on December 31 following the year the new annuitant reaches the LWA eligibility age).

- If the successor annuitant has met the minimum LWA eligibility age, withdrawals up to the Remaining LWA (as calculated for the initial annuitant) will be available for that calendar year without the successor annuitant Exceeding the LWA.

12.3 NON-REGISTERED CONTRACTS

- In some instances, the non-registered Contract may continue following your death, or upon the death of the annuitant, by making certain elections prior to death.

- If the Contract continues, no death benefit is payable, and therefore no guarantee top-up would apply.

- Certain provisions of the Contract are based on the age of the annuitant. If the annuitant of the Contract is subsequently changed, some of the provisions may also change.

I) SUCCESSOR OWNER

- You may appoint a successor owner or owners. In the event of your death, ownership of the Contract is transferred to the successor owner.

- This transfer in ownership occurs without the Contract passing through your estate.

- If you are also the annuitant of the Contract, on your death, the Contract will end and the Death Benefit Guarantee will be paid to the named beneficiary.

- In the province of Quebec, a successor owner is known as a subrogated policyholder.

- If the successor owner is someone other than your spouse, the transfer of ownership will be considered a taxable disposition and all realized and unrealized gains will be reported on your final tax return.

II) SUCCESSOR ANNUITANT

- You may appoint a successor annuitant under the Contract.
- In the event of the primary annuitant's death, the successor annuitant will automatically become the primary annuitant of the Contract.
- The Contract will continue, and no death benefit is payable.
- On notification of death of the annuitant, Contracts holding funds in the IncomePlus Series will have the following occur:
 - A special IncomePlus Reset of the Death Benefit Guarantee will be performed on the IncomePlus Series if the successor annuitant is under 80 years of age.
 - A special IncomePlus Reset of the GWB will be performed on the IncomePlus Series.
 - A recalculation of the LWA immediately following the special IncomePlus Reset of GWB (based on the current GWB, the LWA may become higher or lower than current level, or not available if the new annuitant is younger than the minimum LWA eligibility age).
 - If the successor annuitant is younger than the minimum LWA eligibility age, the LWA and Remaining LWA for that calendar year will be set to \$0. The LWA will remain at \$0 until it is recalculated (on December 31 following the year new annuitant reaches the LWA eligibility age).
 - If the successor annuitant has met the minimum LWA eligibility age, withdrawals up to the Remaining LWA (as calculated for the previous annuitant) will be available for that calendar year without the successor annuitant Exceeding the LWA.

- The appointment of a successor annuitant must be made prior to the death of the primary annuitant.
- You may remove a previously appointed successor annuitant at any time.

III) SPOUSAL ROLLOVER

- If you are owner and annuitant and your spouse is named sole beneficiary of the Contract, the Contract may continue to your spouse following your death. In this event, your spouse will become owner and annuitant and may exercise rights as Policyowner of this Contract.
- If this election is not made prior to your death, your spouse may elect this option at the time of notification of your death.

The tax treatment will vary depending on the situation. You should consult your personal tax advisor about your individual circumstances.

12.4 REGISTERED CONTRACTS

- If your spouse or child elects not to use the transfer provisions available to them on your death, or if someone other than your spouse or a child is the beneficiary, or you have not named a beneficiary, the fair market value of the Contract on the date of your death, including any guarantee top-ups, will be taxable income on your final tax return.
- If the beneficiary is a child or children who are financially dependent on you due to mental or physical infirmity, they may make the same election of rolling the registered Contract into their RRSP or RRIF or an eligible annuity on a tax-deferred basis, subject to applicable legislation.
- If the beneficiary is a minor child or children who are financially dependent (but not as a result of mental or physical infirmity) on you, on your death they may elect to defer tax by purchasing a term certain annuity payable until age 18. This will allow them to pay tax only on the annuity income they receive in a year.

RRSP CONTRACTS

- You cannot appoint a successor owner for an RRSP Contract.
- If your spouse is the beneficiary of the RRSP Contract, on your death, your spouse has the option of electing to transfer the proceeds of the registered Contract to an RRSP, RRIF or an eligible annuity on a tax-deferred basis, subject to applicable legislation.

12.5 NO PROBATE FEES

- If you have named a valid beneficiary or a valid successor owner, upon your death or the death of the last surviving annuitant, the Contract does not form part of your estate. Probate fees will not apply to the Contract in accordance with current legislation.

12.6 POTENTIAL CREDITOR PROTECTION

- When a named beneficiary is a spouse, parent, child, grandchild of the annuitant (for Quebec, ascendants and descendants of the owner), or is named irrevocably, the Contract may be protected against claims of your creditors.

Note: There are important limitations with respect to this protection and this summary does not include all possible considerations.

You should consult your tax or legal advisor about your individual circumstances.

Important Information

The Contract shown on the following pages will become effective on the Valuation Date of the first Deposit and upon acceptance by Manulife Financial that the initial Contract set-up criteria have been met. Delivery of the Contract provisions do not constitute acceptance by Manulife Financial of a Contract purchase. Confirmation of a Contract purchase will be sent to you upon meeting the necessary Contract set-up requirements as determined by Manulife Financial, and when the initial Deposit has been made. The effective date of the Contract will be stated on a confirmation notice. Any endorsements or amendments that may be required will be sent to you

and will form part of the Contract. The following pages include provisions for: Manulife Guaranteed Investment Funds Select (GIF Select). Only the provisions of the Contract you purchase will apply to you.

The type of Contract you purchase will be indicated on your copy of the application and on subsequent statements. A confirmation notice will be sent to you following acceptance by Manulife Financial. Please contact your financial advisor if you have any questions about the Contract you have purchased.

Manulife Guaranteed Investment Funds Select (GIF Select) Contract Provisions

In these policy provisions, "you", "your" and "owner" refer to the person who has Policyowner's or policyholder's rights under the Contract. "We", "us", "our", "Manulife Financial" and "Manulife" refer to The Manufacturers Life Insurance Company. "Head Office" refers to the Canadian Head Office of Manulife Financial located in Waterloo, Ontario, or to any other location that we might specify to be our Head Office.

This Contract is available as a non-registered Contract. If you are applying for a registered Contract, you may request us to apply for registration of the Contract under the Income Tax Act (Canada) and any applicable provincial income tax legislation as a Retirement Savings Plan (RSP), Locked-in RSP or Locked-in Retirement Account (LIRA), Retirement Income Fund (RIF), Life Income Fund (LIF), Locked-in Retirement Income Fund (LRIF), Prescribed Retirement Income Fund (PRIF) or other retirement income Contract that may become available under legislation and that is offered by us within this Contract.

Any amount that is allocated to a Segregated Fund is invested at the risk of the Policyowner and may increase or decrease in value.

The Manufacturers Life Insurance Company is the sole issuer of this annuity Contract and the guarantor of any guarantee provisions contained herein.

The Manufacturers Life Insurance Company



President and Chief Executive Officer

Definitions & Key Terms

75 Series

A fund option available under GIF Select that provides Maturity and Death Benefit Guarantees of 75% of the Deposit Value (reduced proportionately by withdrawals). Please see *Section 7, Terms of the guarantees*, for more information.

Adjusted IncomePlus RRIF Minimum Amount

For RRIF, LIF, LRIF, PRIF and similar retirement income Contracts, holding both the 75 Series and IncomePlus Series, the calculation used to determine the amount that can be withdrawn from the IncomePlus Series without Exceeding the Guaranteed Withdrawal Amount (GWA), causing a Guaranteed Withdrawal Balance (GWB) Downward Adjustment, or Exceeding the Lifetime Withdrawal Amount (LWA).

Annuitant

The Annuitant, as defined under this Contract, is the measuring life; the individual on whose life the Maturity Guarantee, Death Benefit Guarantee, and Guaranteed Minimum Withdrawal Benefit (GMWB) are based. The Annuitant can be you, as the Policyowner, or an individual you designate.

Back-end Sales Charge

Often referred to as a Deferred Sales Charge (DSC), or a redemption or surrender charge. When a Fund with a Back-end Sales Charge option is chosen, a sales charge is applied to withdrawals (surrenders) that occur during a specified sales charge period. Funds with a Back-end Sales Charge have a longer sales charge period than Funds with a Low-load Sales Charge.

Beneficiary

The Beneficiary is the individual(s) or organization(s) designated to receive the value of the Contract upon the death of the last surviving Annuitant.

Charge-free Amount

The number of Units of a Fund that is exempt from Back-end or Low-load sales charges.

Contract

Also referred to as the policy or the plan. The Contract is the Manulife Guaranteed Investment Funds Select (GIF Select) Contract, which is a deferred annuity product supported by a family of Segregated Funds to help you meet your financial objectives. The Contract is governed by the applicable provincial insurance and pension legislation and the Income Tax Act (Canada).

Contract Date

The date the Contract is effective. The Contract becomes effective on the Valuation Date of the first Deposit and upon acceptance by Manulife Financial that the initial Contract set-up criteria have been met.

Contract Maturity Date

The last date on which you may own the rights under the Contract for the purpose of accumulating capital. The Contract Maturity Date is the date on which the Maturity Guarantee applies.

Death Benefit Date

The Valuation Date on which we receive sufficient written notification of the death of the last surviving Annuitant at our Head Office.

Death Benefit Guarantee

The minimum amount that is payable upon the death of the last surviving Annuitant.

Deposit

Also referred to as the Premium. The Deposit is the amount of money you pay to Manulife Financial in exchange for contractual benefits before the deduction of any applicable sales charges or fees. After the applicable sales charges and fees are deducted, the remaining amount of money payable to Manulife Financial's general accounts is used by Manulife Financial to meet its financial obligations under the Contract.

Deposit Value

The total amount of all Deposits before any applicable sales charges are deducted (gross Deposits).

Exceed (ed), (ing) the GWA

Occurs when total withdrawals from IncomePlus Series in a calendar year exceed the Guaranteed Withdrawal Amount (GWA). For RRIF, LIF, LRIF and PRIF contracts and other similar retirement income products, this occurs when withdrawals from IncomePlus Series in a calendar year exceed the GWA and the RRIF Minimum Amount (or where applicable the Adjusted IncomePlus RRIF Minimum Amount).

Exceed (ed), (ing) the LWA

Occurs when total withdrawals from IncomePlus Series in a calendar year exceed the annual Lifetime Withdrawal Amount (LWA). For RRIF, LIF, LRIF and PRIF contracts and other similar retirement income products, this occurs when withdrawals from IncomePlus Series in a calendar year exceed the LWA and the RRIF Minimum Amount (or where applicable the Adjusted IncomePlus RRIF Minimum Amount).

Front-end Sales Charge

When a Front-end Sales Charge option Fund is chosen, a sales charge may be deducted from the amount you pay to Manulife Financial as a Deposit and is paid to your financial representative.

Fund(s)

The Segregated Fund(s) currently available to which all or a portion of the Deposits in the Contract may be allocated. GIF Select offers two Series of Funds, which provide different contractual benefits: the 75 Series and the IncomePlus Series.

Fund Fee Rate

Fund Fee Rates are applicable to all Funds in the IncomePlus Series and are used in calculating the IncomePlus Fee. Each IncomePlus Fund falls within one of four Fund Fee Rate levels depending on the volatility of the Fund. The greater the volatility of the Fund the higher the level and the applicable Fund Fee Rate. Please refer to the Information Folder and Fund Highlights booklet for more information.

Fundamental Investment Objective

Those characteristics that distinguish one Segregated Fund from another on the basis of factors such as; investment fund category, country or region where the Segregated Fund primarily invests, type of capitalization (if equity), and investment grade (if fixed income).

Guaranteed Minimum Withdrawal Benefit (GMWB)

The return of premium guarantee that provides for withdrawals from the IncomePlus Series over the life of the Contract until you receive, at a minimum, the sum of all Deposits allocated to the IncomePlus Series, subject to certain restrictions. The basis for determining the outstanding contractual benefit provided by the GMWB is the Guaranteed Withdrawal Balance (GWB). Withdrawals from the IncomePlus Series may negatively impact the GMWB. Please refer to *Section 7.6, Guaranteed Minimum Withdrawal Benefit (GMWB)* for more information.

Guaranteed Payment Phase

Occurs when the market value of the IncomePlus Series reduces to zero while there is a positive GWB balance and/or the LWA is greater than zero.

Guaranteed Withdrawal Amount (GWA)

The amount guaranteed to be available each calendar year for withdrawal from the IncomePlus Series until the GWB is depleted.

Guaranteed Withdrawal Balance (GWB)

The total guaranteed amount from the Contract that is available for future GWA withdrawals from the IncomePlus Series. The value is the basis for the annual Guaranteed Withdrawal Amount (GWA) calculation and the annual Lifetime Withdrawal Amount (LWA) calculation.

Guaranteed Withdrawal Balance (GWB) Bonus

An amount added to the Guaranteed Withdrawal Balance (GWB) at the end of any of the first 15 calendar years, following the IncomePlus Anniversary Date, if no withdrawals are made during that calendar year from the IncomePlus Series.

Guaranteed Withdrawal Balance (GWB) Bonus Base

The amount used to calculate the GWB Bonus amount at the end of the calendar year. Please refer to *Section 7.6, Guaranteed Minimum Withdrawal Benefit (GMWB)*, and to your Information Folder for more information on the GWB Bonus Base calculation.

Guaranteed Withdrawal Balance (GWB) Downward Adjustment

A potential reduction to the Guaranteed Withdrawal Balance (GWB) when withdrawals from the IncomePlus Series during a calendar year Exceed the Guaranteed Withdrawal Amount (GWA). A GWB Downward Adjustment is performed immediately following any withdrawal that Exceeds the GWA. A GWB Downward Adjustment may reduce the GWB by more than the value of the corresponding withdrawal(s). Please refer to *Section 7.6, Guaranteed Minimum Withdrawal Benefit (GMWB)*, for more information.

IncomePlus Anniversary Date

The Valuation Date of the first Deposit or Fund switch allocated to the IncomePlus Series. If February 29 is the Valuation Date of the first Deposit to the IncomePlus Series, we will use March 1 as the IncomePlus Anniversary Date.

IncomePlus Fee

The fee for providing the Guaranteed Minimum Withdrawal Benefit (GMWB) and enhanced Death Benefit Guarantee under the IncomePlus Series. Each year, in which the Guaranteed Withdrawal Balance (GWB) is greater than zero, the IncomePlus Fee is paid as a redemption of Units from the IncomePlus Series. The IncomePlus Fee is paid to Manulife Financial and is in addition to the Fund MER. Please refer to *Section 6.1, Contract fees and charges*, for more information about the IncomePlus Fee calculation.

IncomePlus Reset

An upward adjustment to the Guaranteed Withdrawal Balance (GWB) and/or Death Benefit Guarantee on specified IncomePlus Anniversary Dates where the Market Value of the IncomePlus Series is greater than the current GWB and/or Death Benefit Guarantee for the IncomePlus Series. Please see *Section 7, Terms of the guarantees*, for more information.

IncomePlus Series

An option available under GIF Select Funds that provides a Death Benefit Guarantee of 100% of the Deposit Value (reduced proportionately by withdrawals) with the potential to increase periodically, and a Maturity Guarantee of 75% of the Deposit Value (reduced proportionately by withdrawals). The IncomePlus Series also provides a Guaranteed Minimum Withdrawal Benefit (GMWB). Please see *Section 7, Terms of the guarantees*, for more information.

Lifetime Withdrawal Amount (LWA)

The maximum amount guaranteed to be available each calendar year for withdrawals from the IncomePlus Series for the life of the Annuitant, provided annual maximums are not exceeded. The LWA is for a given Annuitant, and will be recalculated if the Annuitant changes.

The Annuitant must meet the minimum LWA age requirement to qualify for the Lifetime Withdrawal Amount.

Locked-In Contracts

If Deposits originate from a pension plan, they continue to be locked-in under this Contract. "Locked-in" refers to the restrictions and limitations that are imposed by the applicable pension legislation.

Low-load Sales Charge

Often referred to as a Deferred Sales Charge (DSC), a redemption fee or a surrender charge. When a Fund with a Low-load Sales Charge option is chosen, a sales charge is applied to withdrawals (surrenders) that occur during a specified sales charge period. Funds with a Low-load Sales Charge have a shorter sales charge period than Funds with a Back-end Sales Charge.

Market Value

The Market Value of the Contract is determined to be the sum of the Market Value of Units notionally credited to each Fund in the Contract.

Maturity Guarantee

The value of the Contract that will be used as the basis for the calculation to provide the annuity benefit on the Contract Maturity Date as provided under the Contract.

Net Assets

The Net Assets of a Fund are determined by calculating the Market Value of its assets (its investments) and subtracting its liabilities (such as the Fund's management fees and operating expenses).

Policyowner

The Policyowner (referred to as the "owner" throughout this Contract) is the individual or organization who is the legal owner of the rights under this Contract. The Policyowner will receive the benefits of the annuity unless a third party is designated by the Policyowner to receive such benefits. In the province of Quebec, the Policyowner is referred to as the policyholder.

Segregated Fund(s)

Also referred to as Fund(s). An aggregate of money, stocks, bonds, mutual funds and/or other types of investments that is held separate from the insurer's general assets to be available to assist the insurer in meeting its financial obligations under the Contract.

Similar Fund

For the purposes of being considered a Similar Fund, a Fund must have a comparable investment objective, be in the same investment category and have the same or lower management fee as the original Fund at the time that notice is given. Please see *Section 9.5.Fundamental Changes*.

Underlying Fund

An investment fund in which a Segregated Fund invests all or part of its assets. The underlying investments of the Funds may be units of mutual funds, pooled funds or other selected investments owned by us.

Unit(s)

The measurement attributed to the Contract to determine the value of the insurance benefits and of our financial obligation to you. You do not acquire any ownership interest of the Units. Units are notional and are not transferable or assignable.

Unit Value

A notional value used to measure the Market Value of one Unit (or share) of a Segregated Fund.

Valuation Date

A Valuation Date for the Contract occurs every date on which:

- (i) The Toronto Stock Exchange is open for business,
- and
- (ii) A value is available for the underlying assets of the Segregated Fund.

1. The Contract

The Contract is made up of the terms of the Contract, the application form, endorsements and any written amendments. We will not be bound by any amendment to the Contract made by you or your financial representative, unless it is agreed to in writing and signed by our President or one of our Vice-Presidents. If you request that the Contract be registered, the RSP or RIF endorsement, and any applicable locking-in endorsement will be included and made a part of the Contract. The terms of the endorsements, where applicable, will override any conflicting provisions of the Contract.

We have the right to limit the number of Contracts where you are the Policyowner by refusing to accept subsequent applications for the same taxation type.

2. General overview

2.1 Currency

All payments to or by us will be in Canadian dollars.

2.2 Ownership

You may exercise rights as the Policyowner of this Contract, subject to any limitation provided by law. Your rights may be restricted if a Beneficiary has been appointed irrevocably, or if this Contract has been hypothecated or assigned as collateral security.

2.3 Annuitant

This refers to the person on whose life the guarantees of the Contract are based and upon whose death the death benefit is payable. You may also be permitted to appoint a successor Annuitant who will replace a deceased Annuitant. If you have a successor Annuitant named under the Contract who is still alive on the death of the Annuitant, no death benefit will be payable until the death of the last surviving Annuitant.

2.4 Beneficiary

You may designate a Beneficiary or beneficiaries to receive any amounts payable under this Contract after the last surviving Annuitant's death. So far as the law allows, you may change or revoke the Beneficiary designation. If the designation is irrevocable, you will not be permitted to change or revoke it without the Beneficiary's consent. Any designation of a Beneficiary or any change or revocation of a designation, unless otherwise permitted by law, must be made in writing and will then be effective as of the date of signing; however, we will not be bound by any designation, change or revocation which has not been received at our Head Office at the date we make any payment or take any action.

We assume no responsibility for the validity or effect of any designation or change or revocation. If there is no surviving Beneficiary at the time of the last surviving Annuitant's death, which results in a death benefit being payable, any amount payable will be paid to you if you are not the Annuitant, otherwise to your estate.

2.5 Successor owner

If you are not the Annuitant, you may appoint one or more successor owners for non-registered Contracts who may exercise rights as the owner of this Contract after your death.

In the Province of Quebec, the term "successor owner" refers instead to a subrogated policyholder.

2.6 Protection against creditors

So far as the law and your personal circumstances allow, this Contract is potentially exempt from seizure by your creditors.

Please consult with your legal advisor for more information.

2.7 Service initiatives

Throughout the Contract, we ask you to send us written instructions in order to effect certain transactions. Over time we may introduce service initiatives that allow you to issue non-written instructions, including instructions in the electronic form, to us.

You will be deemed to have agreed to be bound by those instructions to the same extent as if they had been provided in writing.

2.8 Administrative rules

In the Contract, we refer to current administrative rules. We change our rules from time to time in order to provide improved levels of service, and to reflect corporate policy and economic and legislative changes, including changes to the Income Tax Act (Canada). Administrative rules, which may be in addition to rules that would otherwise apply under the Contract, may apply to transaction requests communicated to us under different service initiatives.

The administrative rules, in place at the time of your first purchase, are detailed in writing at Manulife Financial Head Office or in the Information Folder.

3. Deposit provisions

3.1 Deposits

You may make a Deposit to this Contract while this Contract remains in force, subject to the terms of this Contract, the Information Folder and our administrative rules in effect at the times you make the Deposit. Please refer to the Information Folder for more information on the latest age to Deposit. We consider a Deposit to be made on the applicable Valuation Date based upon when we receive it. Please refer to *Section 8.3, Valuation Date of requests*, for more information.

When depositing into the IncomePlus Series there may be a minimum deposit requirement amount. Minimum deposit requirement amounts are subject to our administrative rules. If we waive the minimum deposit requirement, we reserve the right to place restrictions on the contract or transfer the deposit to the 75 Series, if the minimum requirement is not subsequently met. These rights will not be affected by the fact that we may have waived these rights at any time previously. These rights will apply at any time, however you will be provided with advance written notice.

You may request allocation of your Deposit, after deductions are made, to purchase Units in one or more of the Funds then available.

You must state in writing the Fund(s) you select, and if you select more than one Fund, you must state the amount of your Deposit to be allocated to each one.

The number of Units purchased in any Fund will be equal to the Deposit, less any deductions, allocated to that Fund divided by the value of a Unit in that Fund on the applicable Valuation Date.

The value of a Unit in any Segregated Fund is not guaranteed, but fluctuates with the investment performance of the assets of the Segregated Fund. Please refer to *Section 8.2, Units allocated to a Fund*, for more information.

The Valuation Date of the first Deposit or Fund switch allocated to the IncomePlus Series in the Contract determines the IncomePlus Anniversary Date.

We have the right to refuse to accept any Deposit and to establish maximum and minimum Deposit amounts from time to time.

We have the right to refund any Deposit.

We have the right to request medical evidence of the Annuitant based on our current administrative rules and to refuse to accept Deposits based on incomplete or unsatisfactory medical evidence of the Annuitant.

We have the right to request proof of age, sex or survival of any person upon whose age, sex or survival any payment depends. If this information has been misstated, we reserve the right to recalculate the benefits to equal those that would have been provided for the Annuitant's correct age, sex and survival.

3.2 Fund availability

At any time, we reserve the right to designate that any of our Funds will no longer be available for new Deposits, or we may close a Fund completely.

If we close a Fund completely, we will give you sufficient advanced written notice of our intent in accordance with legislative requirements. We may redeem the Units to the Contract's credit in any Fund that will no longer be available and allocate the value of these Units to purchase Units in a Similar Fund. Our written notice to you will specify the Fund or Funds that will no longer be available, the Fund in which we propose to purchase Units, and the date this automatic Fund switch is to be effective. We will send notice to the last address you provided to us.

In the event that we close a Fund and a Similar Fund is not available, you may request in writing to withdraw units of the Fund without incurring charges, or that we make an alternative Fund switch as explained in *Section 4, Fund switch provisions*. If we do not receive your request before the date of the automatic Fund switch, the automatic Fund switch will take place.

We reserve the right to add, close and/or split Funds, and to change a Fund manager of any of the Funds at our discretion, subject to notification requirements, if applicable. If we make a fundamental change, you will be given the opportunity in certain circumstances to Fund switch or withdraw units of the Fund(s) without incurring charges. Please refer to *Section 9.5, Fundamental changes*, for more information.

We also reserve the right to merge Funds in accordance with applicable requirements.

3.3 Series availability

Every Fund available under this Contract is associated with a Series. Currently, there are two Series: the 75 Series and the IncomePlus Series. When your Deposit is allocated to purchase Units of a Fund, the Series associated with that Fund defines the type and level of contractual benefits. Within each Series there are three sales charge options available: Front-end, Back-end, and Low-load options. Please refer to *Sections 3.4, Front-end sales charges; 5.5 Deferred sales charges, and 7, Terms of the guarantees*, for more information.

We may also provide you with additional investment choices within the Contract of a different investment category (e.g. Guaranteed Interest Accounts), or Series with different contractual provisions, such as Maturity or Death Benefit Guarantee levels.

In this event, the provisions of the Contract may be amended to permit you to invest in the additional Fund categories or Funds. If you initiate a transaction to the new investment choice, you will be considered to have agreed to the terms of the amendment, which will form part of the Contract.

3.4 Sales Charges

If you request that we allocate a Deposit to purchase Units of a Fund with a Front-end Sales Charge option, your Deposit will be reduced by a sales charge.

We reserve the right to refuse Deposits to a Fund with a Front-end Sales Charge option if it does not meet the minimum Deposit amount applicable to that sales charge option. We also reserve the right to Fund switch between different Front-end sales charge options of a Fund if the Market Value of the Fund falls below the minimum amount applicable to the sales charge option of that Fund.

If you request that we allocate a Deposit to purchase Units of a Fund with a Back-end or Low-load Sales Charge option, your Deposit will not be reduced by any sales charges at the time of the Deposit. The Back-end or Low-load sales charge, if applicable, is determined at the time of withdrawal, as described in *Section 5.5, Deferred sales charges*.

3.5 Dollar-Cost Averaging

The Dollar-Cost Averaging Fund (DCA Fund) is similar to Funds where you establish regular Fund switches, except you may request a reallocation of the Deposit to the DCA Fund over a specified period. You cannot switch monies into the DCA Fund. All deposits to the DCA Fund will be administered in accordance with current administrative rules.

4. Fund switch provisions

4.1 Fund switches

At any time while this Contract remains in force, you may request that we switch Units in a Fund by requesting in writing that we redeem some or all of the Units to the Contract's credit in one or more Funds, to purchase Units in one or more of our other Funds then available and subject to our administrative rules in effect at the time of your request.

You may request a switch between Funds available under the terms of the Contract, other than switches from the IncomePlus Series to the 75 Series. **Fund switches between Series may affect your guarantees.**

You may request that we switch between Funds of the same sales charge option and Series (e.g. 75 Series front-end to 75 Series front-end), or from the 75 Series to the IncomePlus Series within the same sales charge option, up to five times per calendar year free of charge.

We reserve the right to disallow Fund switches in excess of five per calendar year, or to charge an administrative fee of 2% of the Market Value of the Units for Fund switches requested in excess of five per year. We reserve the right to charge an administrative fee of up to 2% of the Market Value of the Units if you withdraw or Fund switch Units from a Fund within 90 days of acquiring them. These rights will not be affected by the fact that we may have waived these rights at any time previously.

If you request that we move Funds between different sales charge options (e.g. Back-end to Low-load, Low-load to Front-end), guarantees may be affected and you may incur sales charges, since this will be treated as a redemption from one Fund and a purchase of another. If you hold the IncomePlus Series you may become ineligible for Guaranteed Withdrawal Balance (GWB) Bonuses when moving between different sales charge options. When moving between Funds with different sales charge options, the Units of the Fund to which you are moving may be purchased with a Valuation Date immediately following the Valuation Date of the redemption. Please refer to *Section 3.1, Deposits* and *Section 5.5, Deferred sales charges*, for more information.

You may request moving money as a fund switch from Funds in Back-end and Low-load sales charge options into certain Front-end sales charge options, which may be eligible according to our administrative rules in place at the time.

The value of the Units of a Fund that are redeemed is not guaranteed but fluctuates with the investment performance of the assets of the Segregated Fund.

4.2 Fund switches from 75 Series to IncomePlus Series

You may request Fund switches from the 75 Series to the IncomePlus Series subject to administrative rules and age restrictions. Fund switches from the 75 Series to the IncomePlus Series will change the Maturity Guarantee and Death Benefit Guarantee applicable to both Series. The Death Benefit Guarantee for the 75 Series will be reduced proportionally by the market value being switched out and the Death Benefit Guarantee for the IncomePlus Series will be increased by the full market value being switched in. The Maturity Guarantee for the 75 Series will be reduced proportionally by the market value being switched out and the Maturity Guarantee for the IncomePlus Series will be 75% of the market value being switched in. Please see *Section 7, Terms of the guarantees*, and *Section 3.3* of the Information Folder, *Latest Age to Deposit* for more information.

If the Fund switch is the first Deposit into the IncomePlus Series, the Valuation Date will determine the IncomePlus Anniversary Date and the initial Guaranteed Withdrawal Balance (GWB), which in turn determines your annual Guaranteed Withdrawal Amount (GWA) and annual Lifetime Withdrawal Amount (LWA)

5. Withdrawal provisions

5.1 Withdrawals

You may request a withdrawal at any time while this Contract remains in force by requesting in writing that we redeem some or all of the Units to the Contract's credit in one or more of our Funds, according to our current administrative rules.

If you request that we redeem all the Units to the Contract's credit and, if applicable, the Guaranteed Withdrawal Balance (GWB) reduces or is equal to zero and the Lifetime Withdrawal Amount (LWA) is equal to zero, then *Section 10.1, Cancellation of this Contract* applies. If you request that we redeem all the Units to the Contract's credit and, if applicable, the Guaranteed Withdrawal Balance (GWB) remains greater than zero and/or the Lifetime Withdrawal Amount (LWA) is greater than zero, the Contract enters the Guaranteed Payment Phase. Please see *Section 7.6, Guaranteed Minimum Withdrawal Benefit (GMWB)*, for more information.

The Valuation Date of the request for a withdrawal is described in *Section 8.3, Valuation Date of requests*.

The number of Units redeemed from a Fund will be equal to the amount withdrawn from that Fund divided by the value of a Unit in that Fund on the applicable Valuation Date.

The Maturity Guarantee and Death Benefit Guarantee applicable to each Series will be proportionally reduced by any withdrawals.

Withdrawals from the IncomePlus Series will reduce the Guaranteed Withdrawal Balance (GWB) on a dollar for dollar basis. Withdrawals from the IncomePlus Series that exceed the annual Guaranteed Withdrawal Amount (GWA) and when applicable, the RRIF minimum amount or Adjusted IncomePlus RRIF Minimum Amount, may have an additional negative impact on the GWB and future payments under the Guaranteed Minimum Withdrawal Benefit (GMWB). Please see *Section 7.7, Guarantees and withdrawals*, for more information.

A withdrawal may result in a loss or a gain since it creates a taxable disposition to the owner of the Contract.

If the value of the Fund(s) on the date of any withdrawal is not sufficient to permit us to make the requested withdrawal, we will make the withdrawal in accordance to our current administrative rules.

The value of the Units of a Fund that are redeemed is not guaranteed but fluctuates with the investment performance of the assets of the Segregated Fund.

5.2 Scheduled payments

Scheduled payments, commonly referred to as Systematic Withdrawal Plans (SWPs), may be required under a RRIF, LIF, LRIF, PRIF and other similar retirement income Contract, and may be taken from non-registered Contracts. Scheduled payments are not available from RRSP and LIRA Contracts.

The payment amount you elect to receive will be allocated from the Fund(s) on a percentage basis, as requested by you. However, if you do not clearly specify the payment allocation, or if we are unable to comply with the payment allocation direction in effect on a payment date, we will determine the payment allocation according to our current administrative rules.

The scheduled payment frequencies available are monthly, quarterly, semi-annually and annually.

The scheduled payment option, payment allocation instructions and the payment frequency you select will remain in effect until you file a written request with us to change it. Any changes will affect future payments only. There may be restrictions and charges applicable to any changes you request, according to our current administrative rules and fees.

A sales charge will apply if you request that we redeem Units with a Back-end or Low-load sales charge option prior to the end of the specified period, after the date of the original Deposit allocated to purchase the Units being redeemed. Please refer to *Schedule A – Back-end and Low-load Sales Charge Table* at the back of this Contract for more information. However, this charge will be waived for scheduled payments and unscheduled withdrawals that are taken into income, up to the charge-free amount for a calendar year, as described in *Section 5.6, Back-end and Low-load Sales Charge options – charge-free withdrawals*.

To ensure the payment is made to you on the date you specify, we may use a Valuation Date prior to the payment date.

We will deposit the scheduled payment directly into the bank account we have on record for you. If the date specified is on a weekend or an ineligible day for making a bank deposit, we will use an eligible day for making a bank deposit prior to the day you have specified.

The value of a Unit in any Segregated Fund is not guaranteed but fluctuates with the investment performance of the assets of the Segregated Fund.

5.3 Scheduled payment options for RRIF, LIF, LRIF or PRIF

Scheduled payments are required to be made under a RRIF, LIF, LRIF, PRIF, or other retirement income Contract that may become available. In the absence of instructions to the contrary, you will be deemed to have elected the RRIF minimum amount.

The following scheduled payment options are available:

RRIF minimum amount – A minimum amount must be withdrawn from all retirement income Contracts each calendar year, as required by the Income Tax Act (Canada). Throughout this Contract, we refer to this amount as the “RRIF minimum amount” regardless of taxation type of the Contract (i.e., RRIF, LIF, LRIF or PRIF). In the first calendar year, the RRIF minimum amount is zero. For each subsequent calendar year, the RRIF minimum amount is based on the Market Value of the Contract at the beginning of the calendar year using the formula indicated under the Income Tax Act (Canada). Note: if you select this option, the payments will begin in the calendar year following the year of purchase.

For Contracts holding the IncomePlus Series, if the annual Guaranteed Withdrawal Amount (GWA) is calculated to be less than the RRIF minimum (or where applicable, the Adjusted IncomePlus RRIF Minimum Amount) you will be eligible to withdraw the RRIF minimum (or where applicable, the Adjusted IncomePlus RRIF Minimum Amount) from the IncomePlus Series, without causing a Guaranteed Withdrawal Balance (GWB) Downward Adjustment. Similarly, if the annual Lifetime Withdrawal Amount (LWA) is calculated to be less than the RRIF minimum (or where applicable, the Adjusted IncomePlus RRIF Minimum Amount) you will be eligible to withdraw the RRIF minimum (or where applicable, the Adjusted IncomePlus RRIF Minimum Amount) without causing a negative impact on the recalculation of LWA that is applicable to the following calendar year. These scenarios allow for payment of the required RRIF minimum without Exceeding the GWA and/or Exceeding the LWA. Please see *Section 7, Terms of the guarantees*, for more information.

Scheduled withdrawal amount options

Level – Client-specified amount – Each scheduled payment will be equal to the payment amount you have specified. The Level scheduled payment option is subject to the RRIF minimum amount for a calendar year.

Indexed – Client-specified amount indexed annually – During the first calendar year, each scheduled payment will be equal to the payment amount you have specified. On January 1st of each succeeding calendar year, the payment will be increased by the index rate you have specified. The Indexed scheduled payment option is subject to the RRIF minimum amount for a calendar year.

LIF/LRIF maximum – This is applicable to a LIF, LRIF or other similar retirement income Contract that may have maximum payments applicable. Please refer to the applicable LIF or LRIF Contract endorsement for details.

For Contracts holding the IncomePlus Series, if the Level, Indexed or LIF/LRIF maximum payment option is elected and the amount withdrawn in a calendar year exceeds the annual Guaranteed Withdrawal Amount (GWA), annual Lifetime Withdrawal Amount (LWA) and the RRIF minimum (or where applicable, the Adjusted IncomePlus RRIF Minimum Amount), there may be a negative impact on future guaranteed payments under the Guaranteed Minimum Withdrawal Benefit (GMWB). Please see *Section 7, Terms of the guarantees*, for more information.

Year-end payment

If the total of the scheduled payments and unscheduled withdrawals made during a calendar year, including any tax withheld, is less than the RRIF minimum amount, we will make a payment to you at the end of the year to meet the legislated minimum payment for that calendar year. The year-end payment will be allocated from the Fund(s) in accordance with the payment allocation instructions we have on file for you or, if we are unable to comply, we will determine the payment allocation according to our current administrative rules.

Tax withholding options

There are tax implications that will vary depending on the payment amount you specify. Under the Income Tax Act (Canada), we are required to withhold tax from payments that exceed the RRIF minimum amount.

We will withhold tax according to the basis you select on the application, unless you file a written request with us to change it.

The following scheduled payment tax withholding options are available:

Levelized minimum – If you elect to receive scheduled payments that will exceed the RRIF minimum amount in a calendar year, we will withhold tax at the government prescribed rate and apply it evenly to all scheduled payments for that year.

Client-specified – We will withhold tax at a rate specified by you and apply it evenly to all scheduled payments. The withholding tax is subject to the minimum withholding tax determined by the government prescribed rate. For unscheduled withdrawals, withholding tax will be at the client-specified rate unless we are required to withhold a higher amount.

5.4 Scheduled payment options for non-registered Contracts

Scheduled payments may be taken from any non-registered Contract, subject to restrictions imposed on the Contract. Scheduled withdrawals from the IncomePlus Series in excess of the annual Guaranteed Withdrawal Amount (GWA) and/or the annual Lifetime Withdrawal Amount (LWA) may have a negative impact on future guaranteed payments under the Guaranteed Minimum Withdrawal Benefit (GMWB).

5.5 Deferred sales charges

A deferred sales charge will apply to Units purchased with a Back-end or Low-load Sales Charge option if Units are redeemed prior to the end of the specified period, after the date of the Deposit allocated to purchase the Units being redeemed.

The charge will be calculated as a percentage of the Deposit Value of the Units being redeemed.

The sales charge applicable to a withdrawal from a Back-end or Low-load Sales Charge option Fund will always be based on the sales charge scale of the Fund in which you originally allocated Units. For example, if you originally request a Deposit be allocated to purchase Units of a Back-end Sales Charge option equity Fund, and then you subsequently make a Fund switch to a money market Fund, any sales charges applicable to a withdrawal will be based on the equity Fund sales charge scale.

Please refer to the *Back-end and Low-load sales charge* Table shown in Schedule A at the back of this Contract. For the purposes of sales charges, years will always be measured from the actual date of a Deposit to a Back-end or Low-load Sales Charge option Fund. This means that sales charges will apply to the earliest Deposits first to Back-end and Low-load Sales Charge option Funds.

5.6 Back-end and Low-load Sales Charge options – charge-free withdrawals

There are no sales charges for withdrawals from the Contract for a calendar year from Funds with a Back-end or Low-load Sales Charge option, up to the charge-free withdrawal amount. The charge-free withdrawal amount in a given calendar year is:

- 10% of the Units allocated to each Back-end or Low-load Sales Charge option Fund as of December 31st of the prior calendar year, plus,
- 10% of the Units purchased (less Units withdrawn) in the current year, for Back-end or Low-load Sales Charge option Funds.

If you are the owner of a RRIF, LIF, LRIF, PRIF or other similar retirement income Contract, including externally registered retirement income Contracts, the charge-free withdrawal amount is calculated using 20% of Units, rather than 10%.

When calculating the sales charge-free withdrawal amount, only Units of a Fund that have outstanding sales charges will be included.

Any unused portion of the charge-free withdrawal amount as defined above cannot be carried forward from one year to the next if you do not exercise this option.

For purposes of redemption fees, the age of a Deposit will always be from the date of the original Deposit to the Contract, regardless of any Fund switches that have taken place.

5.7 Early withdrawal fee

An administrative fee of 2% of the Market Value may apply if you request a withdrawal within 90 days of the Contract Date. This fee will not apply to scheduled withdrawals. This fee will be in addition to any Back-end or Low-load Sales Charges that may apply.

5.8 Minimum value of the Contract

If the Market Value of the Contract and Guaranteed Withdrawal Balance, if applicable, are less than the minimum balance according to our current administrative rules, we reserve the right to redeem all the Units to the Contract's credit. In this case, the Market Value of the Contract, less any sales charges, will be paid to you. Payment of this amount will discharge our obligations under this Contract. This right will not be affected by the fact that we may have waived this right at any time previously. Please refer to *Section 7.7, Guarantees and withdrawals*, for more information about how a redemption may affect your guarantees.

6. Fees and charges

6.1 Contract fees and charges

Sales charges

The amount of sales charges is determined by the sales charge option associated with the Fund(s) into which you allocate a Deposit. There are no sales charges applicable to a Deposit made as a result of a guarantee top-up or payment made during the Guaranteed Payment Phase. Please refer to *Section 3.4 Front-end sales charges*, and *Section 5.5, Deferred sales charges*, and *Section 7.6 Guaranteed Minimum Withdrawal Benefit (GMWB)*, for more information.

There is no duplication of sales charges when the assets of the Fund are invested in Units of an Underlying Fund.

We reserve the right to offer a separate sales charge option(s) with access reserved for Contracts which meet our administrative rules in place at the time. Contracts within this (these) separate sales charge option(s) which no longer meet our administrative rules will be transferred to funds with the similar sales charge option without the restrictions.

IncomePlus Fee

If you have Deposits allocated to Funds in the IncomePlus Series, you will be charged an annual fee to provide for the Guaranteed Minimum Withdrawal Benefit (GMWB) and enhanced Death Benefit Guarantee. The IncomePlus Fee is paid by redeeming Units of Funds in the IncomePlus Series within the Contract and paying the proceeds of the redemption to Manulife Financial.

Calculation of the IncomePlus Fee takes place annually on December 31st.

The amount of IncomePlus Fee paid from the Contract is determined by the following factors:

- The volatility of each Fund in the IncomePlus Series held in the Contract over the previous year,
- The Guaranteed Withdrawal Balance (GWB) at the end of the previous calendar year, and
- The duration of time each Fund in the IncomePlus Series was held in the Contract over the previous calendar year.

The IncomePlus Fee is collected at the beginning of the calendar year to pay for the benefits provided by the IncomePlus Series.

During the Guaranteed Payment Phase, no IncomePlus Fees are charged.

The IncomePlus Fee is not subject to Goods and Services Tax (GST).

Withdrawals to pay for the IncomePlus Fee will not reduce Maturity or Death Benefit Guarantees for the IncomePlus Series, nor will they reduce the GWB or the amounts eligible to withdraw up to the Guaranteed Withdrawal Amount (GWA) and/or Lifetime Withdrawal Amount (LWA).

Administrative fees and recovery of expenses

We reserve the right to charge administrative fees of:

- 2% of the Market Value of the Units if you make a withdrawal within 90 days of the Contract Date;
- 2% of the Market Value of the Units if you request a withdrawal or a Fund switch within 90 days of allocating a Deposit to the Fund; and
- 2% of the Market Value of the Units for Fund switches requested in excess of five per calendar year.

These fees will not apply to scheduled withdrawals or to regularly scheduled Fund switches. These fees will be in addition to any Back-end or Low-load Sales Charges that may apply.

Other than IncomePlus Fees, the fees described in this Contract and the Information Folder are intended to cover the normal day-to-day activities and reporting associated with the Contract. However, we reserve the right to recover from you, by deducting Units of the Fund(s), any expenses or trading losses incurred by us due to errors on your part, including but not limited to cheques returned for non-sufficient funds or incorrect or incomplete instructions. Any charges passed on to you will be commensurate with any expenses or losses incurred by us.

The rights outlined in this section will not be affected by the fact that we may have waived these rights at any time previously.

6.2 Fund fees

Management fees

The management fees and other expenses are all charges related to the investment and administration of the Funds.

Management fees will differ by Fund type. Management fees are stated as an annualized percentage of the daily Market Value of the Net Assets of a Fund and may vary from Fund to Fund.

At the end of each Valuation Date, we calculate and accrue our fee for the management of each Fund. It is equal to the Market Value of the assets in the Fund on the Valuation Date, multiplied by the management fee adjusted to a daily factor of the annualized percentage stated above.

We have the right to change the management fee applicable to a Fund or a Fund type by giving you sufficient advanced written notice in accordance with legislative requirements. In certain circumstances, you may have the ability to request that we withdraw the Funds without any charges. Please see *Section 9.5 Fundamental Changes* for more information.

Under current legislation, the Goods and Services Tax is applicable to management fees.

Management Expense Ratio (MER)

The Management Expense Ratio (MER) includes all fees and expenses paid or payable by the Fund, including management fees and other recoverable operating expenses to which the Fund is subject. The operating expenses of a Fund may include operating and administrative costs, legal fees and audit fees. The MER for a Fund is subject to change without prior notification.

7. Terms of the guarantees

For the purpose of this Contract, "guarantee" shall mean the amount we guarantee to return to you on the Contract Maturity Date, on the death of the last surviving Annuitant, or through withdrawals from the IncomePlus Series over the life of the Contract.

The Contract provides for maturity, death benefit and Guaranteed Minimum Withdrawal Benefit (GMWB) guarantees. Maturity and death benefit guarantees, applicable to Deposits allocated to both the 75 Series and IncomePlus Series, are calculated and reported based on the Series to which you request that a Deposit be allocated. The GMWB is only applicable to Deposits allocated to the IncomePlus Series. 75 Series guarantees are calculated separately from IncomePlus Series guarantees. All guarantees are reduced by withdrawals.

7.1 Maturity Guarantee

The Maturity Guarantee will be calculated and reported separately for each Series in the Contract. The Maturity Guarantee for both the 75 Series and the IncomePlus Series is 75% of the Deposit Value of that Series on the Contract Maturity Date.

For non-registered, RRIF, LRIF, PRIF and some LIF Contracts, the Contract Maturity Date is December 31st of the year in which the Annuitant reaches age 100. LIF contracts under certain pension jurisdictions have a Contract Maturity Date of December 31st of the year in which the Annuitant reaches age 80.

For RRSP, LIRA and Locked-in RSP Contracts, the Contract Maturity Date will be the latest maturity date specified under the Income Tax Act (Canada). However, unless we have been notified of another Contract maturity settlement option prior to the RRSP, LIRA or Locked-in RSP Contract Maturity Date, the Contract will be amended to become a RRIF, LIF, LRIF, PRIF or other similar retirement income product on this date, subject to applicable legislative requirements. Please refer to *Section 10.3, Automatic RRSP to RRIF, LIF, LRIF, PRIF or other similar retirement income product provision*, for more information. The Contract Maturity Date used for calculating the Maturity Guarantee for RRSPs is December 31st of the year in which the Annuitant turns age 100, subject to pension legislation.

Prior to reaching your Contract Maturity Date, you may have the option to extend the Contract Maturity Date, subject to legislative restrictions and our current administrative rules.

On the Contract Maturity Date, the Maturity Guarantee payable for the Contract is the sum of the following:

- a) The greater of the Market Value of the 75 Series and the Maturity Guarantee for that Series, plus
- b) The greater of the Market Value of the IncomePlus Series and the Maturity Guarantee for that Series.

The Maturity Guarantee for each Series increases by 75% of all subsequent Deposits allocated to that Series, before sales charges are deducted. The Maturity Guarantee for each Series will be reduced proportionally by all withdrawals from that Series.

Please see *Section 4, Fund switch provisions*, and *Section 7.7, Guarantees and withdrawals*, for more information.

7.2 Death Benefit Date

If there is no surviving successor Annuitant named under the Contract at the time of the last surviving Annuitant's death, and if we receive sufficient written notice of death at our Head Office while this Contract is in force, the death benefit will be payable under this Contract.

On the Death Benefit Date, the Contract is frozen and no additional transactions are permitted, unless the transaction was initiated prior to the Death Benefit Date and meets Contract and administrative requirements. On the Death Benefit Date, we will redeem all Units to the Contract's credit in all of the existing Funds, other than the money market Fund, if you have requested Deposits allocated to that Fund. The corresponding value will be transferred to a money market Fund within the same Series.

No Back-end or Low-load Sales Charges apply to a death benefit.

Please refer to *Section 9.2, Valuation Date*, for more information. Notification requirements are detailed in our current administrative rules.

7.3 Death Benefit Guarantee

The Death Benefit Guarantee will be calculated for each Series in the Contract, as follows:

75 Series

The Death Benefit Guarantee for the 75 Series is determined at time of deposit to be 75% of the Deposit Value of the Series. It will increase by 75% of the Deposit Value of all subsequent Deposits to the Series and decrease proportionally for withdrawals from the Series.

IncomePlus Series

The Death Benefit Guarantee for the IncomePlus Series is determined at time of deposit to be 100% of the Deposit Value of the Series. It will increase by 100% of the Deposit Value of all subsequent Deposits to the Series and as a result of an IncomePlus Reset of the Death Benefit Guarantee, and decrease proportionally for withdrawals from the Series.

The Death Benefit Guarantee will be adjusted for any transactions made after the Death Benefit Date. Any returned scheduled payments made after the death of the last surviving Annuitant will be used to purchase Units of the money market Fund.

IncomePlus Reset of Death Benefit Guarantee

On every third IncomePlus Anniversary Date up to the Annuitant's 80th birthday, if the Market Value of the IncomePlus Series is greater than the Death Benefit Guarantee, the Death Benefit Guarantee will be increased to equal the current Market Value of the IncomePlus Series. A final IncomePlus Reset of the Death Benefit Guarantee will occur on the Annuitant's 80th birthday.

Where the IncomePlus Anniversary Date is not a Valuation Date, the previous Valuation Date will be used for calculation purposes.

7.4 The Death Benefit

Upon our receipt of all required documentation of the last surviving Annuitant's death and of the claimant's right to the proceeds, the death benefit will be payable to the beneficiaries. No Back-end or Low-load Sales Charges apply to the death benefit. In some situations, upon your death or the death of an Annuitant, the Contract may continue. If the Contract continues, no death benefit is payable and no guarantee top-up applies. A special IncomePlus reset of the Death Benefit Guarantee may apply for Contracts holding the IncomePlus Series, if there is a successor Annuitant named under the Contract who is still alive on the death of the Annuitant. Please see *Section 7.5, Contract continuation at death*, for more information.

On the Death Benefit Date, the death benefit payable for the Contract is the sum of the following:

- a) The greater of the Market Value of the 75 Series and the Death Benefit Guarantee for that Series, plus
- b) The greater of the Market Value of the IncomePlus Series and the Death Benefit Guarantee for that Series.

If necessary, we will increase the Market Value of each Series to equal the Death Benefit Guarantee for that Series by depositing the difference to a money market Fund. We refer to this increase as a "top-up".

Subject to legislation or other restrictions imposed on the Contract, the death benefit may be taken in cash or may be applied under one of the optional methods of settlement we are then offering for that purpose.

Payment of the Death Benefit will discharge our obligations under this Contract. For example, on the Death Benefit Date the Guaranteed Withdrawal Balance (GWB) will be reduced to zero, the Lifetime Withdrawal Amount (LWA) will be reduced to zero and no further payments will be made under the Guaranteed Minimum Withdrawal Benefit (GMWB).

7.5 Contract continuation at death

If the Contract continues, no death benefit is payable and therefore no guarantee top-up would apply.

Certain provisions of the Contract are based on the age of the Annuitant. If the Annuitant under the Contract changes, some of the Contract provisions, such as the Contract Maturity Date, may also change.

i) Successor Owner. You may appoint a successor owner or owners under the Contract for non-registered Contracts only. In the province of Quebec, a successor owner is known as a subrogated policyholder. Then, in the event of your death, ownership of the rights under the Contract is transferred to your successor owner. However, if you are also the Annuitant of the Contract, the Contract will end and the death benefit will be paid to the person entitled unless you have named a successor Annuitant.

ii) Successor Annuitant. You may appoint a successor Annuitant under the Contract. Then, in the event of the primary Annuitant's death, the successor Annuitant will automatically become the primary Annuitant of the Contract. The appointment of a successor Annuitant must be made prior to the death of the primary Annuitant. You may remove a previously appointed successor Annuitant at any time, subject to any legal restrictions. There will be no change to the allocation of the Fund(s) as a result of death of the Annuitant with a successor Annuitant appointed.

For Contracts holding the IncomePlus Series, on the death of the Annuitant where the successor Annuitant has met the minimum LWA age requirement, withdrawals up to the remaining LWA remain eligible (as calculated for the previous Annuitant). On the death of the Annuitant where the successor Annuitant does not meet the minimum LWA age requirement, the LWA is set to \$0 and the successor Annuitant will only become eligible once the minimum LWA age requirement is met.

Special IncomePlus resets of the Death Benefit Guarantee and GWB may be performed for Contracts holding the IncomePlus Series, if there is a successor Annuitant named under the Contract who is alive on the death of the Annuitant.

iii) Spousal Rollover. If you are the Policyowner and Annuitant and your spouse is named as sole Beneficiary of the Contract, the Contract may continue to your spouse following your death. In this event, your spouse will become owner of the rights under the Contract and the Annuitant, and may exercise rights as Policyowner under this Contract. Your spouse may elect this option at the time of notification of your death.

For a RRIF, LIF, LRIF, PRIF or similar retirement income Contract, if your spouse is named as sole Beneficiary, or you name your spouse as successor Annuitant, your spouse will automatically become the owner of the rights under the Contract after your death and payments will continue to your spouse. In this case, your spouse may exercise every right as Policyowner of the rights under the Contract, and any secondary or subsequent Beneficiary appointments made prior to your death are ineffective.

However, if you have specifically named your spouse as a successor Annuitant, and have named another person as irrevocable beneficiary, your spouse's ownership rights will be restricted. He/she will need all irrevocable beneficiaries' written consent in order to request contractual changes such as changing scheduled payments or the Beneficiary designation. There will be no change to the allocation of the Fund(s) as a result of death of the Annuitant with a successor owner. Alternately, your spouse may elect to take the death benefit amount in cash, or transfer the death benefit amount in accordance with applicable legislation.

7.6 Guaranteed Minimum Withdrawal Benefit (GMWB)

The Guaranteed Minimum Withdrawal Benefit (GMWB) provides for withdrawals from the IncomePlus Series over the life of the Contract, until you receive at least the sum of all Deposits allocated to the IncomePlus Series, subject to the restrictions outlined below.

Guaranteed Withdrawal Balance (GWB)

The GWB is used to determine the annual Guaranteed Withdrawal Amount (GWA), and the annual Lifetime Withdrawal Amount (LWA).

The initial GWB is equal to the initial Deposit to the IncomePlus Series. Subsequent Deposits to and withdrawals from the IncomePlus Series will affect the GWB.

Guaranteed Withdrawal Amount (GWA)

The annual Guaranteed Withdrawal Amount (GWA) for the first calendar year is 5% of the initial GWB. While the GWB is greater than zero, the GWA is recalculated annually on December 31st. The new GWA will apply to the next calendar year and is equal to the greater of:

1. The current GWA, and
2. 5% of the GWB after all transactions received by that date have been processed.

In the event that a GWB Downward Adjustment has occurred in the current calendar year, the recalculated GWA will be the lesser of:

1. The current GWA, plus 5% of all Deposits to the IncomePlus Series during that calendar year, and
2. 5% of the greater of:
 - a. The current Market Value of the IncomePlus Series, or
 - b. The GWB after all transactions received by that date have been processed.

When the GWB reduces to zero, the GWA is immediately reduced to zero.

Lifetime Withdrawal Amount (LWA)

If the Annuitant is at least 65 years of age as of December 31st of the previous calendar year (the minimum LWA age requirement) when the first Deposit is made into the IncomePlus Series, the annual LWA is calculated to be 5% of the initial GWB.

If the Annuitant has not reached 65 years of age (as of December 31st of the previous calendar year) when the first Deposit is made into the IncomePlus Series the LWA is calculated starting on December 31 of the year the Annuitant turns 65 (at 5% of the GWB after all transactions). The Policyowner will be eligible for the lifetime withdrawal benefit commencing in the following calendar year. Each subsequent year, until the death of the Annuitant, the LWA will be recalculated on December 31st.

The LWA will be recalculated annually on December 31st for the next calendar year as follows:

1. When total withdrawals from the IncomePlus Series have not Exceeded the LWA in a calendar year, the recalculated LWA will be the greater of:
 - i. The LWA that has been in effect for the current calendar year; or
 - ii. 5% of the GWB. (after all transactions have been processed)
2. When total withdrawals from the IncomePlus series have Exceeded the LWA but not Exceeded the GWA in a calendar year, the recalculated LWA will be 5% of the current GWB (after all transactions have been processed).
3. When total withdrawals from the IncomePlus Series have Exceeded the GWA and Exceeded the LWA in a calendar year, the recalculated LWA will be the lesser of:
 - i. The current LWA, plus 5% of all deposits to the IncomePlus Series during the year, or
 - ii. 5% of the greater of:
 - A. The current market value of the IncomePlus Series, or
 - B. The GWB. (after all transactions have been processed)

The LWA will also be recalculated on any change of Annuitant, based on the new Annuitant's eligibility and the current GWB.

Effect of Deposits

The initial Deposit allocated to the IncomePlus Series will:

- a) Set the IncomePlus Anniversary Date for the Contract,
- b) Set the initial GWB value, and
- c) Determine the annual GWA for the first calendar year.
- d) Determine the annual LWA for the first calendar year, if the Annuitant has reached the minimum LWA age requirement.

At the time of allocation of Deposits to the IncomePlus Series, the GWB increases by 100% of the Deposit Value. The GWB is increased immediately for all subsequent Deposits allocated to the IncomePlus Series, including Fund switches from the 75 Series to the IncomePlus Series.

Effect of Withdrawals

Immediately following a withdrawal from the IncomePlus Series, the GWB will be reduced by the gross amount of the withdrawal. Withdrawals in any of the first 15 calendar years following the first allocation of a Deposit to the IncomePlus Series will impact qualification for GWB Bonuses. When withdrawals from the IncomePlus Series in any calendar year exceed the current GWA, or in some cases, where they exceed the RRIF minimum or Adjusted IncomePlus RRIF Minimum Amount, a GWB Downward Adjustment will occur.

GWB Bonuses

Guaranteed Withdrawal Balance (GWB) Bonuses increase the GWB. A GWB Bonus will be applied during each of the first 15 calendar years following the first allocation of a Deposit to the IncomePlus Series, including the calendar year of the initial Deposit, provided there are no withdrawals from the Series during that calendar year.

The amount of the GWB Bonus is 5% of the GWB Bonus Base.

If there have been no IncomePlus Resets of GWB or GWB Downward Adjustments, the GWB Bonus Base is equal to:

1. The initial GWB, plus
2. The amount of all subsequent Deposits allocated to the IncomePlus Series.

If there have been IncomePlus Resets of GWB or GWB Downward Adjustments, the GWB Bonus Base is equal to:

1. The GWB since the last IncomePlus Reset of GWB or since the last GWB Downward Adjustment, plus
2. The amount of all Deposits allocated to the IncomePlus Series since the last IncomePlus Reset of GWB or since the last GWB Downward Adjustment.

The GWB Bonus Base will not decrease as a result of an IncomePlus Reset of GWB and will not increase as a result of a GWB Downward Adjustment.

GWB Bonuses are credited to the GWB on the last Valuation Date of the calendar year before the IncomePlus Fee is calculated or deducted.

RRIF, LIF, LRIF, PRIF and other retirement income contracts are not eligible for a GWB Bonus in any calendar year in which a RRIF Minimum amount must be withdrawn.

IncomePlus Reset of GWB

On every third IncomePlus Anniversary Date, if the Market Value of the IncomePlus Series is greater than the current GWB, the GWB will be increased to equal the current Market Value of the IncomePlus Series.

Where the IncomePlus Anniversary Date is not a Valuation Date, the previous Valuation Date will be used for calculation purposes.

GWB Downward Adjustment

A Guaranteed Withdrawal Balance (GWB) Downward Adjustment will be performed following any withdrawal during a calendar year from the IncomePlus Series that Exceeds the Guaranteed Withdrawal Amount (GWA). After Exceeding the GWA in a calendar year, a GWB Downward Adjustment is also performed immediately following each subsequent withdrawal from the IncomePlus Series during that calendar year.

A GWB Downward Adjustment will result in the GWB being the lesser of:

1. The GWB, after it has been reduced by the gross amount of withdrawals from the IncomePlus Series, or
2. The Market Value of the IncomePlus Series after the withdrawal.

Guaranteed Payment Phase

When the Market Value of the IncomePlus Series funds, reduces to \$0 but the GWB and/or the LWA is greater than \$0, the contract enters the Guaranteed Payment Phase.

The Guaranteed Minimum Withdrawal Benefit (GMWB) will continue to provide for payments each year. Payments can be taken of:

- the Guaranteed Withdrawal Amount (GWA) until the Guaranteed Withdrawal Balance (GWB) is reduced to zero. Each payment will reduce the GWB by the payment amount and
- the Lifetime Withdrawal Amount (LWA) for the life of the Annuitant, if the LWA is greater than zero.

No further deposits may be made to the IncomePlus Series (including Fund switches from 75 Series). Maturity and Death Benefit Guarantees will no longer apply to the IncomePlus Series. The LWA will continue annual recalculations based on existing rules. No IncomePlus Fees will be payable during the Guaranteed Payment Phase.

7.7 Guarantees and withdrawals

The Maturity and Death Benefit Guarantees applicable to the Series from which a withdrawal is made will decrease proportionately for any withdrawals from that Series, other than those to pay for IncomePlus Fees.

A proportional reduction to the Maturity and Death Benefit Guarantees will be calculated using the formula $G \times W/MV$, where:

G = the guarantee applicable to the Series prior to withdrawal

W = the Market Value of the Units being withdrawn from the Series

MV = the total Market Value of the Units applicable to the Series prior to withdrawal.

8. Values for this Contract

8.1 Market Value of the Contract

The Market Value of the Contract on any date will be the total of:

- 1) the value of the Units of all the Funds in the Contract at the close of business on the previous Valuation Date, plus
- 2) any Deposit we have received, less any deductions, which has not yet purchased Units of a Fund.

The value of a Unit allocated to any Fund on any date will be equal to the value of a Unit in that Fund on the applicable Valuation Date. Please refer to *Section 9.2, Valuation Date*, for more information.

The Market Value is not guaranteed but fluctuates with the investment performance of the assets of the Segregated Fund(s).

8.2 Units allocated to a Fund

Each time Units are allocated to a Fund under this Contract, the number of Units to this Contract's credit in that Fund will be increased by the number of Units then purchased in that Fund under this Contract.

Each time Units in a Fund are redeemed under this Contract, the number of Units to this Contract's credit in that Fund will be reduced by the number of Units then redeemed in that Fund under this Contract.

At any time, the value of the Units to the Contract's credit in any Fund will be equal to:

- 1) the number of Units then to the Contract's credit in that Fund, multiplied by
- 2) the value of a Unit in that Fund on the applicable Valuation Date.

8.3 Valuation Date of requests

You may request that we purchase, redeem or switch Units pursuant to the terms of this Contract, by providing us with the complete information we require.

Valuation Dates are considered to end at the Valuation Date cut-off time, as determined by us. Any instructions or transactions received by our Head Office after the Valuation Date cut-off time will be considered to be received as of the next Valuation Date.

We reserve the right to change the Valuation Date cut-off time (earlier or later) to accept instructions or transactions. For example, we may require an earlier Valuation Date cut-off time for instructions or transactions received through different distribution or

communication channels. We may require an earlier Valuation Date cut-off time in situations where the Toronto Stock Exchange or Manulife Financial has closed earlier. Please contact your financial representative for the Valuation Date cut-off time that may apply to your specific transaction.

There may be situations during which the valuation of one or more Fund(s) may be postponed due to national emergencies, security exchange restrictions or where it is not reasonably practical to provide values for the Fund(s). For more information, please refer to your Information Folder.

To ensure you receive scheduled payments on time, the Valuation Date for scheduled withdrawals will be several days in advance of the payment date.

9. Operation of the Segregated Funds

9.1 Fund

In this Contract, "Manager " refers to the person(s) who determines the Market Value of the Units of any Underlying Fund that are held.

9.2 Valuation Date

On a Valuation Date, we value each of the Funds to determine the Market Value of the assets and, therefore, the value of a Unit in each Fund.

We will value the Funds on every Valuation Date. However, we may postpone valuation of the Funds:

- 1) for any period during which one or more of the nationally recognized stock exchanges are closed for other than a customary weekend or holiday closing,
- 2) for a period during which trading on securities exchanges is restricted, or
- 3) when there is an emergency during which it is not reasonably practical for us to dispose of investments owned by the Funds, or to acquire investments on behalf of the Funds, or to determine the total Value of the Funds.

The Funds will be valued at least monthly irrespective of any postponement.

9.3 Net asset value of a Unit

The value of a Unit in any Fund on any Valuation Date is calculated by determining the Market Value of all of its assets and subtracting all of its liabilities. The resulting amount is called the net asset value of the Fund. This amount is divided by the number of Units outstanding in order to calculate the net asset value of a Unit ("Unit Value").

All guarantees provided under this Contract are calculated taking into account the value of a Unit on the applicable Valuation Date for purposes of that benefit. Please refer to *Section 7, Terms of the guarantees*, for more information.

The net asset value of a Unit in any Segregated Fund is not guaranteed but fluctuates with the investment performance of the assets of the Segregated Fund(s).

9.4 Market Value of Fund assets

The Manager of any Underlying Fund, in which any of our Funds holds an interest, will provide us with the Unit Value of the applicable Fund on every day on which the Underlying Fund is valued. This Unit Value multiplied by the number of Units of the Underlying Fund held by the applicable Fund will be the Market Value of the applicable Fund. If there is no Unit Value provided to us on a Valuation Date, we will exercise our option to postpone the valuation of our Fund.

9.5 Fundamental changes

We will notify you in writing at least 60 days before making any of the following fundamental changes:

- An increase in the management fee of a Fund,
- A change in the fundamental investment objectives of a Fund,
- A decrease in the frequency with which Units of a Fund are valued, or
- An increase in the guarantee cost of a Fund that exceeds the limit specified in the financial statements and the Information Folder.

In the event of a fundamental change to the Contract and/or a Fund, you will be given the opportunity in certain circumstances to Fund switch or withdraw Units of the Fund(s) without incurring charges. We will provide you with the withdrawal options and/or opportunities to Fund switch to a Similar Fund at least 60 days prior to the effective date of the fundamental change. If we do not offer a Similar Fund, you may request in writing to withdraw Units of the Fund without incurring charges.

10. Termination provisions

10.1 Cancellation of this Contract

You may effect the cancellation of this Contract at any time by requesting in writing that we withdraw all of the Units to the Contract's credit in all of our Funds, provided that the withdrawal also reduces the Guaranteed Withdrawal Balance (GWB), if any, to zero and the Lifetime Withdrawal Amount (LWA) to zero. If you request that we withdraw all of the Units to the Contract's credit and the GWB, if any, is greater than zero following the withdrawal or if the GWB equals zero and the LWA is greater than zero following the withdrawal, the Contract will remain in effect in accordance with the terms of the Guaranteed Payment Phase for the IncomePlus Series. Please see *Section 7.6, Guaranteed Minimum Withdrawal Benefit (GMWB)*, for more information about the Guaranteed Payment Phase.

Cancellation of this Contract is subject to our current administrative rules and fees.

If this Contract is cancelled within 90 days after the first Deposit, it may be subject to an administrative fee of 2% of the Market Value in addition to any Back-end or Low-load sales charges that may apply.

The effective date of your request for cancellation and the applicable Valuation Date are described in *Section 8.3, Valuation Date of requests*. The value of a Unit in any Fund on the date on which the Units are withdrawn will be equal to the value of a Unit in that Fund on the applicable Valuation Date.

SETTLEMENT OPTIONS

When you request cancellation of this Contract, you must elect one of the following Settlement Options:

- a) you may choose to apply the Market Value of the Contract, less any sales charges, towards the purchase of an annuity, in accordance with applicable legislation, or
- b) you may elect to receive the Market Value of the Contract, less any sales charges and applicable taxes, in cash (subject to applicable legislation), or
- c) you may elect another method of settlement which we are then offering.

We reserve the right to close any or all of the Funds available to receive Deposits in the Contract upon advance written notice. In the event that we require all the Funds within the current Contract to be closed completely, we will provide you with the withdrawal options at least 60 days in advance of the Contract closing date. If you do not elect one of the options that are available to you by the Contract closing date, we reserve the right to transfer the Market Value of the Contract to a new or existing Segregated Fund product on the Contract closing date.

Upon cancellation of this Contract, all Units will be redeemed. The number of Units to the Contract's credit will be reduced to zero and this Contract will terminate immediately. Payments made under this section will discharge our obligations under this Contract.

If the Contract is in force on the Contract Maturity Date and we have not been notified of your Settlement Option selection, and *Section 10.3, Automatic RRSP to RRIF, LIF, LRIF, PRIF or other similar retirement income product provision*, does not apply to you, then *Section 10.4, Default Annuity* will apply.

10.2 RRSP to RRIF, LIF, LRIF, PRIF or other similar retirement income product provisions

If the Contract is registered, you have the right to request that it be amended to become a RRIF, LIF, LRIF, PRIF or other similar retirement income product as set out in this section, subject to applicable legislation and minimum balance requirements.

To exercise this privilege, you must send us a written request and any administrative forms we require at our Head Office.

For the purposes of this section, "RRIF" refers to a Registered Retirement Income Fund (or LIF, LRIF, PRIF, or other similar retirement income Contract, as applicable).

The value of a Unit in any Fund on the Valuation Date of the request will be equal to the value of a Unit in that Fund on the applicable Valuation Date. The value of the Units in each Fund under the RRIF Contract immediately after the effective date of the amendment request will be equal to the value of the Units in the same Fund under this Contract immediately prior to the effective date of the amendment request.

On the Valuation Date of the amendment request:

- a) the RRSP provisions of the Contract will terminate, and the RRIF provisions will be effective, and
- b) all other terms of the Contract will continue in effect, including, without limitation, the Maturity Guarantee(s), Death Benefit Guarantee(s) and any Guaranteed Minimum Withdrawal Benefit.

The RRIF amendment process will be subject to our current administrative rules. The Valuation Date of the transfer request will normally be the date on which we receive your written request at our Head Office. Please refer to *Section 8.3, Valuation Date of requests*, for more information. However, if you specify a date that is later than the date on which we receive your request, the Valuation Date will be the date you specify in your request. If the date you specify is not a Valuation Date, the applicable Valuation Date will be the one immediately after the date you specify. Please refer to *Section 8.3, Valuation Date of requests*, and *Section 9.2, Valuation Date*, for more details.

You will not be permitted to exercise this RRIF amendment privilege at any time during which it is not allowed under the terms of the Income Tax Act (Canada), or any other applicable legislation.

If your death occurs on or before the Valuation Date of the amendment request, and we receive written notice of death at our Head Office after that date, the death benefit date will be deemed to be the Valuation Date of the amendment request, rather than the date we receive written notice of your death at our Head Office. Please refer to *Section 7.4, The Death Benefit*, for more information.

10.3 Automatic RRSP to RRIF, LIF, LRIF, PRIF or other similar retirement income product provisions

If an RRSP, LIRA or Locked-in RSP Contract is in force on the Contract Maturity Date, we will automatically amend the Contract to be a RRIF, LIF, LRIF, PRIF or other similar retirement income product, subject to applicable legislation.

For the purposes of this section, "RRIF" refers to a Registered Retirement Income Fund (or LIF, LRIF, PRIF or other similar retirement income Contract, as applicable). "RRIF minimum amount" refers to the minimum amount as defined in paragraph 146.3(1) of the Income Tax Act (Canada).

The automatic amendment date is the Contract Maturity Date. *Section 10.2, RRSP to RRIF, LIF, LRIF, PRIF or other similar retirement income product provisions*, will apply on the automatic amendment date. The applicable Valuation Date will be the Valuation Date coinciding with the automatic amendment date. Please refer to *Section 9.2, Valuation Date*, for more information. The value of a Unit in any Fund on the automatic amendment date will be equal to the value of a Unit in that Fund on the applicable Valuation Date.

The value of a Unit in any Segregated Fund is not guaranteed but fluctuates with the investment performance of the assets of the Segregated Fund(s).

You may elect any options available under the RRIF Contract by filing any administrative forms we require at our Head Office. In the absence of any election to the contrary, the following provisions will apply automatically:

- a) On January 1 of each year following the automatic amendment date, we will calculate the RRIF minimum amount applicable to that year.
- b) On December 31st of each calendar year, we will pay you an income amount equal to the RRIF minimum amount applicable to that year.
- c) We will surrender Units credited to the Contract in one or more of our Funds in accordance with the provisions of the RRIF Contract, in order to pay each income amount in b). We will determine the Fund(s) in accordance with our current administrative rules.
- d) The Beneficiary designation in effect under this Contract on the automatic amendment date will continue to be in effect.
- e) If your spouse is the sole living Beneficiary under the RRIF Contract, entitled to receive payments at the time of your death, then your spouse will become the Policyowner of the rights under the Contract following your death.

10.4 Default Annuity

Non-registered Contract provision: If your non-registered Contract is in force on December 31st of the year in which the Annuitant reaches age 100, and you have not previously elected one of the Settlement Options described in *Section 10.1, Cancellation of this Contract*, the Contract will be amended to provide a single life annuity with payments guaranteed for 10 years with you as the owner, subject to our current administrative rules and any applicable legislation. Detailed provisions of the annuity payout Contract will be provided to you at that time.

RRSP/LIRA Contract provision: If your RRSP, LIRA or Locked-in RSP Contract is in force and you have attained the latest age in which you may hold the Contract as specified under the Income Tax Act (Canada), and you have not previously elected one of the Settlement Options described in *Section 10.1, Cancellation of this Contract*, or *Section 10.2, RRSP to RRIF, LIF, LRIF, PRIF or other similar retirement income product provision*, then *Section 10.3, Automatic RRSP to RRIF, LIF, LRIF, PRIF or other similar retirement income product provision* will apply.

If you have notified us in writing that *Section 10.3, Automatic RRIF, LIF, LRIF, PRIF or other similar retirement income product provisions*, should not be applied to your registered Contract, then the Contract will provide a single life annuity with payments guaranteed for 10 years with you as owner, subject to our current administrative rules and applicable legislation. Detailed provisions of the annuity payout Contract will be provided to you at that time.

RRIF, LIF, LRIF, PRIF Contract provision: If your RRIF, LIF, LRIF, PRIF or similar retirement income Contract is in force and you have attained the latest age in which you may hold the Contract, and you have not previously elected one of the Settlement Options described in *Section 10.1, Cancellation of this Contract*, then the Contract will provide a single life annuity with payments guaranteed for 10 years with you as owner, subject to our current administrative rules and applicable legislation. Detailed provisions of the annuity payout Contract will be provided to you at that time.

Except for the obligations related to the annuity payments, the establishment of an annuity will discharge our obligations under this Contract. For example, on the Contract Maturity Date, the GWB will be reduced to zero and no further payments will be made under the Guaranteed Minimum Withdrawal Benefit (GMWB).

TERMS OF THE DEFAULT ANNUITY

The Default Annuity will be subject to the following provisions and will also be subject to subsection 4 of *Section 11, Additional Registered Retirement Savings Plan provisions*, for registered Contracts:

- The annuity will be a single life annuity based on the Annuitant's life,
- The annuity will provide annual income payments. The payments will be guaranteed for the Annuitant's life or for 10 years, except in the case of registered Contracts,
- The income payments will be equal, except in the case of registered Contracts,
- The date of the first income payment will be such that a full year's worth of income payments is scheduled to be made in the calendar year following the year in which the Default Annuity provision applies, and
- If the Annuitant dies after income payments commence and there is no named successor Annuitant, the commuted value of any remaining income payments will be paid in one sum. This payment will be made to your named Beneficiary, if there is one, otherwise to your estate.

* The following annuity table specifies what the annuity payment will be per \$10,000 of Contract value (for Contracts issued in Quebec only):

AGE (LAST ATTAINED)	ANNUAL RATE PER CONTRACT VALUE*
50	\$153.85
55	\$166.67
60	\$181.82
65	\$200.00
70	\$222.22
75	\$250.00
80	\$285.71
85	\$333.33
90	\$400.00
95	\$500.00
100	\$666.67

*This table reflects the minimum amount of the annuity. If annuity rates are higher at the time of annuitization, the annual rates will be higher.

11. Additional Registered Retirement Savings Plan provisions

The following provisions apply to the Contract if you requested the Contract be registered as an Registered Retirement Savings Plan (RRSP) under the Income Tax Act (Canada):

1. In these provisions, "you", "your" and "owner" refer to the person who has Policyowner's or policyholder's rights under the Contract; the Annuitant is as defined under the *Income Tax Act (Canada)* ("*The Act*"). As used in these provisions, "spouse" or "common-law partner" does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of *The Act* respecting Retirement Savings Plans.
 - a) The Contract will be registered as an RRSP under *The Act* and any applicable provincial income tax legislation.
 - b) No advantage that is conditional in any way on the existence of the Contract may be extended to you or to a person with whom you are not dealing at arm's length, other than as provided under subparagraphs 146(2)(c.4)(i) to (iv) of *The Act*.
 - c) All Deposits will be invested in "qualified investments" as defined in subsection 146(10) of *The Act*. No Deposits will be accepted under the Contract after income payments commence. The Contract cannot be assigned either absolutely or as collateral security.
 - d) No payments will be made prior to the Contract maturity except a refund of premiums in a lump sum or a payment to you.
 - e) If you request a withdrawal under the Contract, you may elect to take the Market Value of the Contract, after any Surrender Charges specified in the Contract, under one of the following options:
 - i. Transfer it to another Registered Retirement Savings Plan,
 - ii. Transfer it to a Registered Retirement Income Fund,
 - iii. Use it to purchase an annuity as described in Section 4 below,
 - iv. Take it in cash, less any tax we are required to withhold, or
 - v. Transfer it to a registered pension plan, where permitted.
2. If you die before income payments commence, the proceeds will be paid in one sum, unless a "refund of premiums" as defined in subsection 146(1) of *The Act* has been requested.
3. Upon request, we will pay an amount to the taxpayer before the date of the first income payment for the purpose of reducing the amount of income tax otherwise payable by the taxpayer under Part X.1 of *The Act*.
4. Under the terms of *The Act*, any annuity purchased under section 1(e)(iii) herein must satisfy the following requirements:
 - a) The annuity elected must be a single life annuity on your life, a joint and survivor life annuity on the lives of you and your spouse or common-law partner, or a term certain annuity on your life.
 - i. If a single life annuity or a joint life annuity is elected, the period of the guarantee must not exceed a period of years equal to 90 minus your age in whole years, or your spouse's or common-law partner's age in whole years, if younger.
 - ii. If a term certain annuity is elected, the term of the annuity must be equal to one of the periods of years specified in the preceding paragraph.
 - b) The annuity must provide annual or more frequent income payments.
 - c) The income payments must be equal, except that the amount of each income payment may be increased or reduced in accordance with paragraph 146(3)(b) of *The Act*. Income payments are not permitted to be increased as a consequence of your death.
 - d) The date of the first income payment must be such that a full year's worth of income payments are scheduled to be made in the calendar year following the year in which the Retirement Savings Plan matures in accordance with *The Act*.
 - e) If you die after income payments commence, and the Beneficiary is not your spouse or common-law partner, the commuted value of any remaining income payments will be paid in one sum. This payment will be made to your named Beneficiary, if there is one, otherwise to your estate.
 - f) The income payments may not be assigned in whole or in part.
 - g) During your lifetime, all income payments must be made to you.

5. The provisions of the Retirement Savings Plan will take precedence over any other provisions contained elsewhere in this Contract, in case of conflict or inconsistency. Future amendments to *The Act* or subsequent legislation may override these provisions.
6. We reserve the right to resign as the carrier of the registered plan and appoint a successor carrier.

12. Additional Retirement Income Fund provisions

The following provisions apply to the Contract if you have been issued a RRIF, LIF, LRIF, PRIF or other similar retirement income Contract.

1. In these provisions, "you", "your" and "owner" refer to the person who has Policyowner's or policyholder's rights under the Contract, the Annuitant as defined under the Income Tax Act (Canada) (*The Act*). As used in these provisions, "spouse" or "common-law partner" does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of *The Act* respecting Retirement Income Funds.
2. The Contract will be registered as a Retirement Income Fund (RIF) under *The Act* and any applicable provincial income tax legislation.
3. We will not accept money under this Contract other than money transferred from:
 - a) a Registered Retirement Savings Plan (RRSP) under which you are the owner,
 - b) a Registered Pension Plan (RPP) under which you are a member or former member,
 - c) another Registered Retirement Income Fund (RRIF) under which you are the owner,
 - d) the owner, to the extent that the amount qualifies as an amount described in sub-paragraph 60(l)(v) of *The Act*,
 - e) an RPP of your spouse, common-law partner or former spouse in accordance with subsection 147.3(5) or (7) of *The Act*,
 - f) an RRSP or RRIF of your spouse, common-law partner or former spouse as a result of marriage breakdown or upon death,
 - g) a provincial pension plan under which subsection 146(21) of *The Act* applies.
4. Unless prevented by applicable legislation, you may request a transfer of all or a part of the value of the Contract to:
 - a) another RRIF of which you are the owner,
 - b) an RRSP of which you are the owner, provided that the transfer is prior to the latest RRSP maturity date as specified under *The Act*,
 - c) a RRIF or RRSP of the owner's spouse, common-law partner or former spouse as a result of marriage breakdown or upon death,
 - d) to purchase an immediate life annuity in accordance with clause 60(l)(ii)(A) of *The Act*, or
 - e) a registered pension plan, where permitted.

The transfer amount shall be reduced by the amount by which the RRIF minimum amount for the year exceeds the total of scheduled and unscheduled payments that have been made under the Contract during the year, including any tax withheld and any Surrender Charges. We are required by law to pay you this excess amount at the time of transfer in order to meet the RRIF minimum amount for the year, less any tax or Surrender Charges applicable.

5. The RRIF Contract is also subject to the following:
 - a) We shall make no payments under this Contract other than:
 - i. the payments and withdrawals permitted within this Contract,
 - ii. the death benefit described in the death benefit section,
 - iii. transfers to other plans described in paragraph 4 herein.
 - b) No payments under the Contract may be assigned either in whole or in part. This Contract cannot be assigned either absolutely or as collateral security.
 - c) Any transfer made under this Contract shall be in the form and manner prescribed by *The Act*, and required information necessary to administer the transferred amount will be provided to the transferee company.

- d) The Contract provides that:
- i. a minimum amount will be paid each calendar year, as referred to in paragraph 146.3(1) of *The Act*,
 - ii. the carrier has no right to offset as regards the property held in connection with the Contract in respect of any debt or obligation owing to the carrier,
 - iii. the property held cannot be pledged, assigned, or in any way alienated as security for a loan or for any purpose other than that of the carrier making to the Annuitant those payments permitted under this Contract.
- e) No benefit or loan, other than:
- i. a benefit, the amount of which is required to be included in computing the Annuitant's income,
 - ii. any amount referred to in paragraph 146.3(5)(a) or in paragraph 146.3(5)(b) of *The Act*,
 - iii. the benefit derived from the provision of administration or investment services in respect of this Contract that is conditional in any way on the existence of this Contract may be extended to you or to a person with whom you were not dealing at arm's length.

6. We reserve the right to resign as the carrier of the registered plan and appoint a successor carrier.

Schedule A – Back-end and Low-load Sales Charge Table

FUND CATEGORY	REDEMPTION MADE DURING THE FIRST SEVEN YEARS FOLLOWING THE DATE OF DEPOSIT	BACK-END LOAD SALES CHARGES AS A PERCENTAGE OF ORIGINAL DEPOSIT AMOUNT	LOW-LOAD SALES CHARGES AS A PERCENTAGE OF ORIGINAL DEPOSIT AMOUNT
Money Market Fund (excludes the Dollar-Cost Averaging Fund)	year 1	1.50	1.00
	year 2	1.50	0.50
	year 3	1.50	0.50
	year 4	1.00	0
	year 5	1.00	0
	year 6	1.00	0
	year 7	0.50	0
	year 8 and subsequent years	0	0
All other Funds (Bond, Dividend, Asset Allocation, Balanced and Equity Funds)	year 1	5.50	2.50
	year 2	5.00	2.00
	year 3	5.00	1.50
	year 4	4.00	0
	year 5	4.00	0
	year 6	3.00	0
	year 7	2.00	0
	year 8 and subsequent years	0	0



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Addendum to Manulife GIF Select Information Folder



Fall 2007

ADDITIONAL DISCLOSURE DOCUMENT

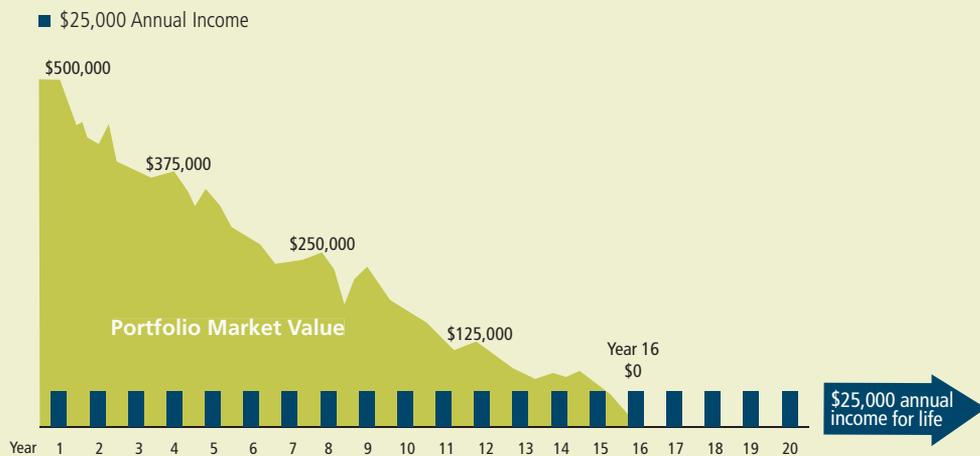
Bob, age 65, has \$500,000 in retirement savings and needs to take income immediately. He invests \$500,000 in IncomePlus.

INCOMEPLUS CAN PROVIDE BOB WITH:

- A guaranteed stream of payments for the rest of his life that will never decrease no matter how his investments perform
- A guaranteed return of principal that can be passed on to his spouse* should he die prior to receiving the entire Guaranteed Withdrawal Balance
- The potential to increase the Lifetime Withdrawal Amount if his investments perform well
- A tax-efficient payment stream that consists mainly of a return of capital and capital gains
- Access to the market value of his investments at any time (subject to Deferred Sales Charges)

*Under certain situations depending on contract set-up.

INCOME NOW – DOWN-MARKET SCENARIO

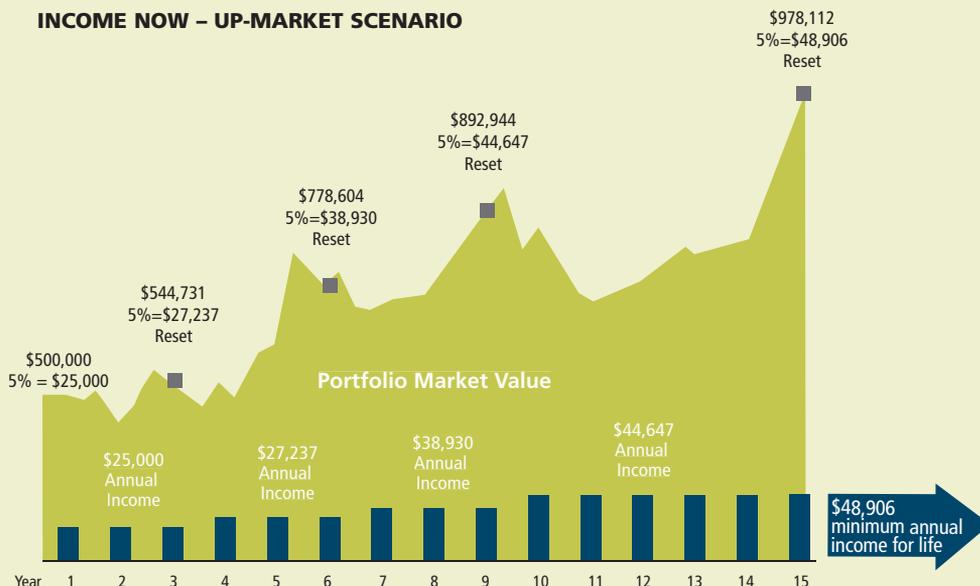


In this example, Bob's initial deposit establishes a Guaranteed Withdrawal Balance of \$500,000. Within 16 years, his investment value declines to zero. However, with IncomePlus, he can continue to receive an annual Lifetime Withdrawal Amount of \$25,000 (five per cent of \$500,000) for the rest of his life.

Bob benefits when he invests \$500,000 and the markets perform well.

In this example when markets perform well, IncomePlus can lock-in investment growth and reset Bob's income to a higher value every three years. As a result of the reset in year 15, Bob will be able to withdraw an annual amount of at least \$48,906 from year 16 and on for the rest of his life. If markets continue to perform well, Bob's annual guaranteed income can continue to increase.

INCOME NOW – UP-MARKET SCENARIO



For illustration purposes only. Portfolio consists of 80% TSX/S&P Index and 20% ScotiaMcLeod Universe Bond Index from Dec. 1991 to Dec. 2006. Returns have been reduced for 0.75% annual IncomePlus Fee.

Exceeding the withdrawal thresholds may have a negative impact on future payments. The Lifetime Withdrawal Amount is available after December 31st of the year the annuitant turns age 65. Payments can continue until the contract reaches maturity or upon death of the last surviving annuitant.

Carol, age 50, is 15 years away from retirement and has \$200,000 to invest in IncomePlus.

INCOMEPLUS CAN PROVIDE CAROL WITH:

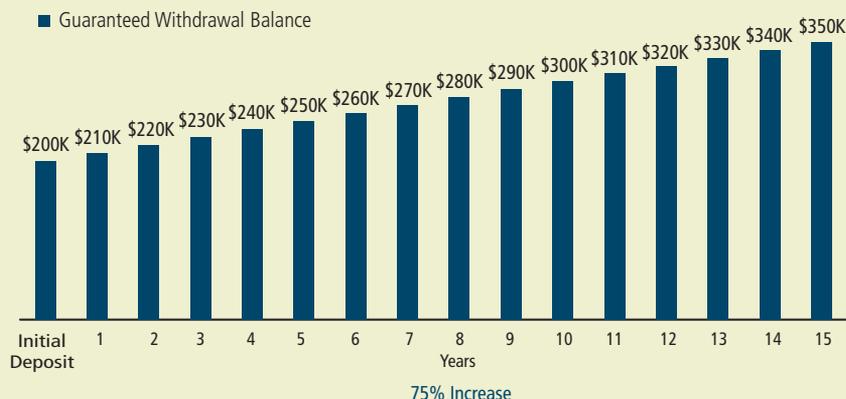
- A five per cent annual bonus for each year she did not take a withdrawal for the first 15 years
- A guaranteed stream of payments for life starting December 31st the year she turns age 65, that will never decrease no matter how her investments perform
- A guaranteed return of principal that can be passed on to her spouse* should she die prior to depleting the entire Guaranteed Withdrawal Balance
- The potential to increase the Lifetime Withdrawal Amount if her investments perform well
- A tax-efficient payment stream that consists mainly of a return of capital and capital gains
- Access to the market value of her investments at any time (subject to Deferred Sales Charges)

*Under certain situations depending on contract set-up.

Carol benefits when she invests \$200,000 and the markets perform well.

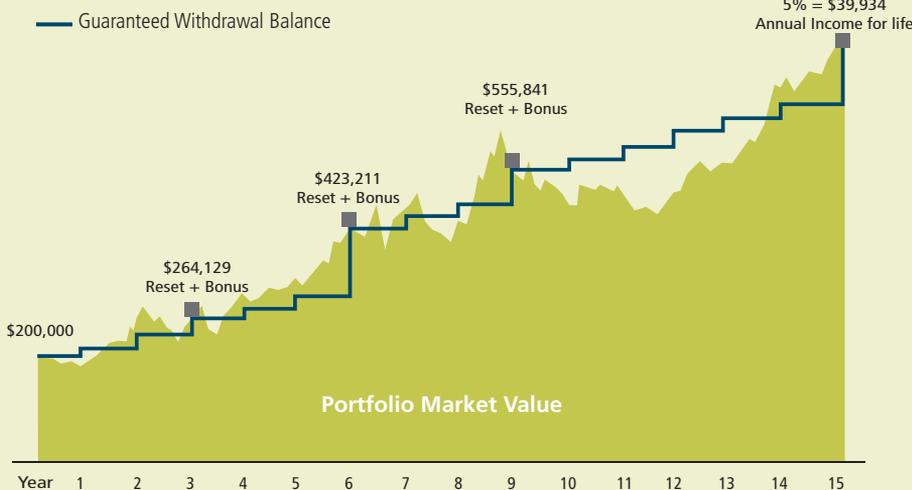
In this example when markets perform well, Carol will benefit from automatic resets of her Guaranteed Withdrawal Balance every three years. Resets can also increase bonuses for future years. Even though markets have declined in year 12, Carol's yearly five per cent bonus continues at the year nine amount. By the end of year 15 when Carol is ready to retire, her Guaranteed Withdrawal Balance has grown to \$798,680 and the annual amount available to her starting in year 16 for lifetime retirement income is \$39,934.

INCOME LATER – DOWN-MARKET SCENARIO



In this example, Carol's initial deposit establishes a Guaranteed Withdrawal Balance of \$200,000. Even in a down market, this value grows to \$350,000 through annual bonuses of \$10,000 for the first 15 years. The annual Lifetime Withdrawal Amount available to Carol after December 31st of the year she turns 65 will be \$17,500 (five per cent of \$350,000) for life.

INCOME LATER – UP-MARKET SCENARIO



For illustration purposes only. Portfolio consists of 80% TSX/S&P Index and 20% ScotiaMcLeod Universe Bond Index from Dec. 1991 to Dec. 2006. Returns have been reduced for 0.75% annual IncomePlus Fee.

Exceeding the withdrawal thresholds may have a negative impact on future payments. The Lifetime Withdrawal Amount is available after December 31st of the year the annuitant turns age 65. Payments can continue until the contract reaches maturity or upon death of the last surviving annuitant. Bonuses are not cash deposits, they increase the amount that is guaranteed for withdrawal.

Manulife Financial is the sole issuer and guarantor of the Manulife GIF Select insurance contract which offers the IncomePlus benefit.

Performance shown is not indicative of future results and actual performance may vary. Manulife Investments is the brand name identifying the personal wealth management lines of business offered by Manulife Financial (The Manufacturers Life Insurance Company) and its subsidiaries in Canada.

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