



# Lifewise Sample contract

This sample policy contract is provided for your information only.  
It is not a valid contract or an offer of insurance.

SAMPLE



Re: Policy number: 9999999

We're pleased to provide you with your LifeWise insurance policy. This whole life insurance product gives you a lifetime of peace of mind and security - peace of mind because your premiums are guaranteed never to increase, and because you also have the security of knowing you have purchased quality life insurance that will meet your needs today and in the future.

The details of your LifeWise policy are explained on the following pages. Read the pages carefully to become familiar with the features of your policy so that you can take full advantage of the benefits it offers.

If you have any questions about your policy, please ask your advisor or contact us at 1-888-MANULIFE (1-888-626-8543).

Thank you again for choosing LifeWise.

In this policy, *you* and *your* mean the owner of the policy, and *we*, *our* and *us* mean Manulife Canada Ltd. LifeWise policies are offered, underwritten and insured by Manulife Canada Ltd.

Your policy is an important part of the legal contract between you and us. We ask that you read it carefully to ensure that it gives you the coverage you applied for.

When we need to contact you about anything relating to your contract, we will use your address as shown in our files. It is your responsibility to advise us of any change in your address.

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\*\*This section is included only if you have a temporary insurance rating or riders on this policy.

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**Endorsements and riders providing additional coverages and benefits follow Section 6.**

## 4. General definitions

### **Policy date**

**Policy date** is the effective date of the contract. The Policy date is shown in Section 3. Premiums are payable and policy years are measured from the Policy date.

### **Policy issue date**

**Policy issue date** is the day we issue the contract from our Canadian Head Office. The Policy issue date is shown in Section 3.

### **Coverage date**

**Coverage date** is the day an insurance rider begins. The Coverage date is shown in Section 3.

### **Coverage issue date**

**Coverage issue date** is the day we issue a rider coverage. The Coverage issue date is shown in Section 3.

### **Insured person**

**Insured person** means the individual whose life is insured under this policy, as described in Section 3. For joint life policies, these individuals will be referred to collectively as Insured people.

### **Indebtedness**

**Indebtedness** means any policy loan(s), overdue premiums and other charges payable under this policy.

### **Guaranteed cash value**

The **Guaranteed cash value** of the policy, at the end of specific policy years, is shown in the Table of policy values in Section 3. The amounts shown in the Table of policy values assume that all premiums due have been paid in full for the number of years stated and there is no Indebtedness on the policy.

## 5. General provisions

### **The contract**

This policy, consisting of the contract pages, the application for life insurance and any written medical, financial or other statements given as evidence of insurability, forms the entire contract between the Owner and Manulife Canada Ltd.. If this policy ceases to be in effect and is later reinstated, the application for reinstatement also forms part of the policy. Any application for the alteration of the policy also forms part of the policy. The policy may be varied only by endorsement signed at our Canadian Head Office by two authorized officers; no person has authority to waive or in any way modify any of the terms or conditions of the contract in any other manner.

### **Participation**

This is a participating policy. A dividend will be credited to your policy each year while premiums are payable on the LifeWise coverage. If, for any reason, this level of dividend is not supportable, we will pay the portion required to ensure that only the Guaranteed net annual premium is due. The dividend will be applied to reduce your premium to the Guaranteed net annual premium as shown in Section 3.

Based on the mortality, lapse, expense and interest experience of this class of policies, an additional dividend may be credited to your policy.

Any riders that you add to this policy are not participating and will not be eligible for the dividends described above.

### **Ownership**

The Owner's rights include the right to:

- name the beneficiary or beneficiaries
- transfer ownership of the contract
- use this policy as security for a loan
- vary the frequency of premiums paid (for example, a change from monthly to annually) within our administrative limits
- cancel the contract as a whole or cancel individual rider coverages.

Throughout this policy, we refer to "Owner" as one person. If there is more than one owner, all owners must act unanimously to exercise their rights and options.

The Owner must follow the terms and conditions of this policy when exercising the rights listed above. The Owner's rights may also be limited by any laws that apply to this contract.

## Incontestability of statements

Misrepresentation or non-disclosure of any material fact, except for fraudulent statements or non-disclosures, will be incontestable as follows:

- after the contract has been in effect for two years from the later of the Policy issue date or the date the contract was last reinstated; and
- after a rider coverage has been in effect for two years from the later of the Coverage issue date of that rider or the date the contract was last reinstated.

This provision does not apply to any disability rider or to any misstatement of age, sex or smoking status.

## Currency

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

## Death benefit

### On single life policies

If the Insured person dies while this policy is in effect, we will pay the Amount of insurance in effect on that date to the Beneficiary, after deducting any Indebtedness.

### On joint life policies

**For Joint, first to die policies:** If *either* of the Insured people under this policy dies while this policy is in effect, we will pay the Amount of insurance in effect on that date to the Beneficiary, after deducting any Indebtedness. If both the Insured people die simultaneously or within 30 days of one another, we will pay the Amount of insurance in effect on the death of the first to die of the Insured people on each death.

**For Joint, last to die policies:** If the death of the *last* to die of the Insured people occurs while this policy is in effect, we will pay the Amount of insurance in effect on that date to the Beneficiary, after deducting any Indebtedness.

## Payment of premiums

Premiums are payable annually in advance beginning on the Policy date and continuing for the Guaranteed premium payment period stated in Section 3. We may from time to time allow payment of the annual premium in periodic installments (such as monthly or semi-annually). If so, the proportionate amount of the annual premium will be payable in advance on the first day of the period (such as a month or semi-annually), commencing with the date on which the full annual premium would otherwise have been payable. We reserve the right to require payment of the full annual premium on any anniversary of the Policy date regardless of any other modes previously in effect. All premiums are payable at our Canadian Head Office. Premiums must be paid by cheque in Canadian funds, drawn on a Canadian financial institution, and made payable to Manulife Financial.

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## Grace Period

Where a premium, other than the initial premium, is not paid on the date on which it is due, it may be paid within a period of grace of 31 calendar days from (and excluding) that due date. This policy will continue in effect during the grace period. If any premium is not paid within the grace period, this policy will terminate due to non-payment of premiums as of 12:01 a.m. on the calendar day following the 31st day of grace.

If the policy has a Cash surrender value, it may be kept in effect as described in the *Extended Insurance* provision in Section 6 of your contract.

## Reinstatement

The Owner may apply, in writing, within two years of any termination of this policy due to non-payment of premiums to have it reinstated. We will reinstate provided we receive:

- 1) all overdue premiums together with interest compounded annually at a rate determined by us and
- 2) satisfactory evidence of the good health and insurability of any person insured under the contract at the date of termination.

## Beneficiary

The Owner may designate a beneficiary to whom the proceeds of this policy will be payable, and may alter or revoke the designation, subject to the laws governing this policy. The designation of a beneficiary will be revocable unless the designation specifies that it is irrevocable. In Quebec, the designation of a spouse as beneficiary will be irrevocable unless the designation specifies that it is revocable. Any such alteration or revocation should be requested in writing on the form provided by us. We assume no responsibility for the validity of any beneficiary designation or declaration or any alteration or revocation.

If there is no beneficiary living when the Death benefit is payable, the Owner, or the estate of the Owner, will receive the Amount of insurance.

## Assignment and security interest

We are not bound by any assignment of or security interest in this policy until notice of the assignment or security interest has been received at our Canadian Head Office. Notice of any assignment or security interest should be given by the assignee. We assume no responsibility for the validity, effect or sufficiency of any assignment or security interest.

## **Proof of age and sex**

Where the amount of the premiums or the proceeds payable under the policy depend on the age and sex of an Insured person or any other person insured under the contract, proof of age and sex of that person satisfactory to us must be submitted before any amount is payable by us. If proof of age or sex has not been submitted before issuance of this policy, it is in the interests of the Owner and beneficiary that it be submitted as soon as possible. If any date of birth or sex has been incorrectly stated, the amount payable by us will be the sum that the premiums paid would have purchased, had the date of birth or sex been correctly stated. All other benefits affected, including non-forfeiture values, will be adjusted accordingly.

## **Proof of claim**

We will settle claims on the following conditions:

- 1) The claim is made using our forms.
- 2) We receive proof of the right of the claimant to receive payment.
- 3) If the basis of the claim is the payment of the Death benefit, we are entitled to a satisfactory discharge and surrender of the policy.

## **When payable**

The Death benefit will be paid within 30 days after satisfactory proof of claim has been received by us.

## **Suicide**

### **On single life policies**

If the Insured person under this policy commits suicide, while sane or insane, within two years after the later of:

- I. the Policy issue date, or
- II. the date this policy was last reinstated,

the policy will terminate and we will not pay the death benefit as described in the section called *Death Benefit*. Instead, we will pay a reduced death benefit to the beneficiary. The reduced death benefit will equal the premiums paid for the policy, plus any rider premiums paid, between:

- the later of the Policy issue date or the date the policy was last reinstated, and
- the day the Insured person died.

The reduced death benefit will not include any dividends credited to your policy and it will be reduced by any Indebtedness.

**On joint life policies**

If *either* of the Insured people under this policy commit suicide, while sane or insane, within two years after the later of:

- I. the Policy issue date, or
- II. the date this policy was last reinstated,

the policy will terminate and we will not pay the death benefit as described in the section called *Death benefit*. Instead, we will pay a reduced death benefit to the beneficiary. The reduced death benefit will equal the premiums paid for the policy, plus any rider premiums paid, between:

- the later of the Policy issue date or the date the policy was last reinstated, and
- the day the Insured person died.

The reduced death benefit will not include any dividends credited to your policy and it will be reduced by any Indebtedness.

**Termination**

This policy terminates and our liability ends on the earliest of:

- the day you ask us to cancel the contract,
- 31 days after your contract enters the grace period, if you have not paid the overdue amount,
- the surrender of this policy,
- the payment of the Death benefit, or
- the day the contract is terminated for any other reason.

Our right to cancel the contract is subject to the limitations described in the section called *Incontestability of statements*.

**Joint first to die policies - Additional provisions****Single life conversion privilege**

The policy may be converted into two permanent single life insurance policies (one policy on each of the Insured people) then permitted by us. Each new policy will be issued at the attained age of each of the Insured people, based on the date the request for conversion is received in writing by us. No evidence of insurability will be required on either of the Insured people unless:

- a) the amount applied for under either new policy is greater than one-half of the Amount of insurance then in effect under this policy, or
- b) any rider or benefit not included in this policy is requested as part of the new policies.

**Continuation feature on the death of the first to die of the Insured people**

Within ninety days of the death of the first of the Insured people, the surviving Insured person may apply for any permanent single life insurance policy then permitted by us, provided he or she has survived that death by at least thirty days. The new policy will be issued at the attained age of the surviving Insured person as of the date the written request is received by us. No evidence of insurability will be required on the surviving Insured person unless:

- a) the amount applied for under the new policy is greater than the Amount of insurance in effect under this policy on the date of death, or
  - b) any rider or benefit not included in this policy is requested as part of the new policy.
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## 6. Non-forfeiture provisions

### **Cash surrender value**

The Cash surrender value of the policy on a specific date means the total amount, on that date, of the Guaranteed cash value less any premium due and less any existing Indebtedness. If this policy is surrendered after the date on which such values begin to accrue, the Owner will receive the Cash surrender value as determined by us.

### **Guaranteed reduced paid-up insurance option**

If the Owner requests the paid-up insurance option at the time of surrender of this policy, we will issue a non-participating paid-up policy, the amount of which is determined from the Guaranteed reduced paid-up amount in Section 3, reduced by the percentage that any Indebtedness is of the Cash surrender value in effect at the time of such surrender, but no paid-up policy will be issued if the amount so determined would be less than \$5,000.00.

### **Policy loans**

After this policy has a Cash surrender value, we will make a policy loan, on the security of this policy and upon execution of our form of loan agreement, in an amount which, with interest to the end of the current policy year, does not exceed the Cash surrender value less any Indebtedness already outstanding and, at our option, any unpaid premiums for the balance of the current year.

### **Extended insurance**

This contract will be continued in effect so long as the amount of any unpaid premiums with interest together with any other Indebtedness under the policy does not exceed the Cash surrender value of the policy. The period of extension will cease at the end of a policy month as determined by a formula which we deem suitable.

During the period of extension any unpaid premium will be charged as an Indebtedness under this policy. During such period we reserve the right to charge unpaid premiums on an annual basis.

Premium payments may be resumed at any time within the period of extension on payment of the amount of the premium or premiums charged as Indebtedness under this policy with interest or by execution of a loan agreement on our usual form for the total Indebtedness under the policy.

### **Indebtedness**

All Indebtedness under this policy will bear interest at the rate determined by us. Such Indebtedness, together with all accrued unpaid interest, may be paid in whole or part at any time or times while this policy is in effect. If at any time the total Indebtedness, including accrued unpaid interest, is more than the Guaranteed cash value at such time, this policy will be surrendered in full settlement of such Indebtedness, and in that event we will have no further liability under this policy.