



# SCHEDULE OF PREMIUMS

POLICY NUMBER 002345678L

<b>BEGINNING</b>	<b>ANNUAL PREMIUM</b>	<b>APP PREMIUM</b>
01 JUL 2006 01 JUL 2026	\$4,039.40 500.00	\$360.17 41.66

SAMPLE

## TABLE OF GUARANTEED VALUES

POLICY ANNIVERSARY	POLICY YEAR	GUARANTEED CASH VALUE	GUARANTEED PAID-UP VALUE
2006	1	0	0
2007	2	0	0
2008	3	0	0
2009	4	0	0
2010	5	1,300	5,862
2011	6	3,500	14,975
2012	7	5,700	23,183
2013	8	8,000	30,987
2014	9	10,400	38,433
2015	10	12,800	45,213
2016	11	15,300	51,755
2017	12	17,900	58,045
2018	13	20,500	63,795
2019	14	23,200	69,359
2020	15	26,000	74,757
2021	16	28,900	80,015
2022	17	32,000	85,365
2023	18	35,100	90,277
2024	19	38,300	95,034
2025	20	41,700	100,000

	ATTAINED INSURANCE AGE		
2017	60	15,300	51,755
2022	65	28,900	80,015
2027	70	43,200	100,000

POLICY NO: 002345678L

OPTIMAX PARTICIPATING  
OPTIMAX 20 PAY JOINT FIRST DEATH

SMOKER

AMOUNT: \$100,000

POLICY DATE: 01 JULY 2006

LIVES INSURED: JOHN SMITH AND MARY SMITH

# OPTIMAX GENERAL PROVISIONS

## Definitions

“**Company**” shall mean The Empire Life Insurance Company.

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

“**Life or Lives Insured**” shall mean the person(s) whose life is insured for the applicable Coverage as shown on the most recent Data Page.

“**Owner**” shall mean the person who owns this policy and all of the rights, options and privileges associated with it. This person may also be a Life Insured.

“**Premium(s)**” refers to payments for any Coverage and regularly scheduled payments to the Tax Exempt Investment Account.

## GP1 The Contract

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

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

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

- i) the first premium due has been paid; and
- ii) the insurability of the Life or Lives Insured has not changed between the completion of the application and the delivery of the policy; and
- iii) the policy has been delivered to the Owner, an agent or assignee of the Owner, or the beneficiary;

or, in the Province of Québec, only if:

- i) the first premium due has been paid; and
- ii) the insurability of the Life or Lives Insured has not changed between the completion of the application and the date the application is approved at the Head Office of the Company.

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

## GP2 Incontestability

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

In the absence of fraud, no Coverage on this policy may be

voided by the Company after it has been in force during the lifetime of the Life or Lives Insured for that Coverage for a period of two years. The two-year limitation does not apply to any Waiver of Premium Provision included in this policy. The two-year limitation does not apply if a claim is made for a Critical Illness Coverage where the symptoms or medical problems leading to a Diagnosis or surgery commenced before the end of the two-year period. The two-year period is measured from the later of the effective date of:

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

If the premium charged for this policy is based, in whole or in part, on a declaration made on the application or any subsequent application for policy change or reinstatement as to the non-use of tobacco or tobacco products by the Life or Lives Insured and the declaration is untrue all parties to this contract agree that the declaration will be deemed to be fraud and this contract and any claim for benefits will be void.

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

## GP3 Currency and Place of Payment

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

## GP4 Payment of Premiums

The Schedule of Premiums page shows the total initial annual premium due for this policy. This includes premiums for any Coverage, regularly scheduled payments to the Tax Exempt Investment Account, and the administration fee. The Schedule of Premiums page will reflect any adjustments in the premiums payable.

Premiums are payable in advance. Premiums may be paid on a monthly Automatic Payment Plan basis or any other basis that is agreed to by the Company.

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

No premium will be due or payable after this policy terminates or becomes paid-up in accordance with the terms and conditions of the Paid-Up Privilege as described in provision CV2.

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

## OPTIMAX GENERAL PROVISIONS (cont'd)

### GP5 Grace Period

While this policy is in force any premium, or any part of such premium, which is not paid on or before the due date will constitute a premium in default. A grace period of 31 days after the due date of a premium in default will be allowed for payment of such premium during which time this policy will remain in force.

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

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

If a premium in default remains unpaid at the end of the grace period, the following steps will be taken in the order specified until the premium in default has been paid:

- i) if there is Cash Value available, an Automatic Premium Loan as described in provision CV4 will be applied;
- ii) if there is no Cash Value available, the Company will surrender all or a portion of the Surrender Benefit amount from the Tax Exempt Investment Account as described in provision EI7 to pay any premium in default. The premium frequency may be changed to an annual basis beginning with the first anniversary after these surrenders began;
- iii) If there is no Cash Value available and no Surrender Benefit amount of the Tax Exempt Investment Account available, the policy will lapse and cease to be in force effective the due date of the premium in default.

Should the policy lapse, no benefits or privileges will be payable or enforceable except as may be specified in any provision of this policy and then only to the extent and in accordance with the terms of the provisions.

### GP6 Reinstatement

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

- i) paying to the Company the overdue premiums and other indebtedness at the time of such application together with interest at the rate of 6% per annum compounded annually; and
- ii) submitting evidence of the good health and other evidence of the insurability of the Life or Lives Insured, satisfactory to the Company.

### GP7 Policy Years

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

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

Each succeeding anniversary of the effective date of such Coverage(s) will constitute a policy anniversary for the respective Coverage(s).

### GP8 Indebtedness

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

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

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

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

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

### GP9 Suicide

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

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

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

- i) the Cash Value, determined at the date of death in accordance with the Cash Value Provisions; and
- ii) the Death Benefit as described in the Critical Illness Provisions, if applicable; and
- iii) the Surrender Benefit amount of the Tax Exempt Investment Account, determined at the date of death in accordance with provision EI7.

### GP10 Payment of Proceeds

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

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

Upon making payment a valid discharge of all liability under the policy will also be required.

## OPTIMAX GENERAL PROVISIONS (cont'd)

Any action or proceeding against the Company for a claim that we have denied may not be commenced more than one (1) year after the date the benefit would have become payable, or such greater period of time as may be required by applicable Provincial or Territorial legislation.

### GP11 Settlement Provisions

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

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

### GP12 Insurance Age and Sex

The Insurance Age for each Coverage is as shown on the most recent Data Page. This is based on the age of the Life or Lives Insured provided in the application and is subject to any modifications due to underwriting ratings. The attained Insurance Age at any time is the Insurance Age increased by the number of policy years that have elapsed since the effective date for each Coverage.

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

### GP13 Beneficiary

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

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

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

ii) apportion or reapportion the proceeds payable

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

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

In the event of a common disaster, if the Company cannot determine the first to die of the Life Insured or the beneficiary, the beneficiary will be deemed to have died first.

A contingent beneficiary will become a beneficiary only if the primary beneficiary(ies) designated have died before the Life or Lives Insured.

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

### GP14 Assignment

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

writing and filed at the Head Office of the Company.

### GP15 Control of Policy

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

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

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

### GP16 Deferred Non-Smoker Provision

If the Insurance Age of a Life Insured as indicated on the Data Page is 17 or less and if within 60 days of the policy anniversary nearest that Life Insured's 18<sup>th</sup> birthday, the Owner submits to the Company satisfactory proof that the Life Insured has not used any tobacco or nicotine products within the previous 12 months, the Company will reduce that portion of the policy's premium applicable to that Life Insured effective from that anniversary. The amount of the reduction in the total annual premium will be determined based on the Company's administrative rules in effect at the Policy Date as shown on the most recent Data Page.

### GP17 Termination of a Coverage

A Coverage will terminate:

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

whichever occurs first.

### GP18 Termination of a Policy

This policy will terminate:

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

whichever occurs first.

## OPTIMAX LIFE INSURANCE PROVISIONS

These provisions will apply to only those Coverages identified as Optimax on the most recent Data Page.

### **S1 Optimax Sum Insured**

The Optimax Sum Insured for a Life or Lives Insured is as shown on the most recent Data Page. The Optimax Sum Insured is guaranteed until the earlier of the date such Coverage is terminated or the date on which the Life or Lives Insured for such Coverage attains Insurance Age 100.

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

Once the Life or Lives Insured for a Coverage attain Insurance Age 100, the Optimax Sum Insured for that Coverage becomes paid-up with no further premiums due.

### **S3 Death Benefit**

On the death of a Life Insured the Company will pay to the beneficiary:

- i) the Sum Insured of all Life Insurance Coverages for that Life Insured; plus
- ii) any Paid-Up Additions for that Life Insured, if applicable; plus
- iii) any Term Addition for that Life Insured, if applicable; plus
- iv) the Death Benefit of the Tax Exempt Investment Account as described in provision EI6.

SAMPLE

## CASH VALUE PROVISIONS

### Definitions

**"Tabular Cash Value"** and the corresponding **"Tabular Paid-Up Value"** shall mean the Guaranteed Cash Values and Guaranteed Paid-Up Values shown in the Table(s) of Guaranteed Values for the end of the applicable policy year. Values for other policy years or portions of policy years may be obtained from the Company on request.

**"Cash Value"** shall mean the Tabular Cash Value increased by the surrender value of any Paid-Up Additions as determined by the Company less indebtedness. Cash Value does not include the Surrender Benefit amount of the Tax Exempt Investment Account.

**"Loan Value"** is the maximum amount of Cash Value available as a loan as determined by the Company at any time.

### CV1 Cash Value Options

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

- i) payment of the Cash Value of a Coverage in a single sum; or
- ii) exchange of a Coverage for non-participating paid-up insurance as specified in provision CV2, Paid-Up Privilege.

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

### CV2 Paid-Up Privilege

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

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

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

### CV3 Cash Loans

The Owner may borrow upon the security of this policy, while it is in force and if it has a Cash Value, an amount not exceeding the Loan Value. The Company reserves the right to defer payment of a cash loan for a period not exceeding 90 days after a loan request is received at its Head Office.

### CV4 Automatic Premium Loans

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

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

If this policy does not have any Cash Value, then provision GP5, Grace Period, will apply.

# OPTIMAX DIVIDEND PROVISIONS

## Definitions

**“Paid-Up Additions”** is permanent, whole life, participating insurance coverage purchased with all or a portion of an annual dividend or a single premium.

**“Term Addition”** is participating life insurance coverage for a period of one year purchased with all or a portion of an annual dividend.

**“Surrender Value”** shall mean the Cash Value of the Paid-Up Additions as determined by the Company.

## D1 Dividend Options

The Optimax Coverage is participating and, if the Coverage is in force shall be credited on the first and every policy anniversary thereafter with such dividends as the Company may apportion.

The following dividend options are available:

### Cash Option

Each dividend credited will be paid in a single lump sum to the Owner.

### Tax Exempt Investment Account Option

Each dividend credited will be deposited to any investment option available as outlined in the terms and conditions of the Tax Exempt Investment Account Provisions.

### Paid-Up Additions Option

Each dividend credited will be used to purchase Paid-Up Additions. The Owner may cancel, at any time, all or a portion of the Paid-Up Additions purchased to-date and receive the Surrender Value.

### Extender plus Paid-Up Additions Option

Each dividend credited will be used to purchase a combination of Term Addition and Paid-Up Additions. While the dividend is sufficient, the current Term Addition plus all Paid-Up Additions purchased to-date will equal the Initial Sum Insured for the Term Addition as shown on the most recent Data Page. In the first policy year the Term Addition will equal the Initial Sum Insured for the Term Addition as shown on the most recent Data Page reduced by any Paid-Up Additions purchased through the Paid-Up Additions Rider at the policy date.

If, on any policy anniversary, the sum of all Paid-Up Additions purchased to-date plus the Paid-Up Additions to be purchased on that anniversary equals or exceeds the Initial Sum Insured for the Term Addition as shown on the most recent Data Page, then:

- i) no Term Addition will be purchased on that anniversary; and
- ii) the dividend option for this policy will automatically change to the Paid-Up Additions Option.

If, on any policy anniversary, the dividend is not sufficient to purchase the Term Addition, which, when added to the sum of all Paid-Up Additions purchased to-date, would equal the Initial Sum Insured for the Term Addition as shown on the most recent Data Page, then:

- i) the full dividend will be used to purchase as much Term Addition as possible; and
- ii) the Company will cancel the required amount of Paid-Up Additions and apply the Surrender Value towards the purchase of the required amount of Term Addition. The Term Addition required is determined so that the sum of the Term Addition and all remaining Paid-Up Additions will equal the Initial Sum Insured for the Term Addition as shown on the most recent Data Page.

If the Surrender Value of the Paid-Up Additions is not sufficient to accomplish ii) then all of the Paid-Up Additions purchased to-date will be cancelled for their Surrender Value to purchase as much Term Addition as possible. The Lifetime Guarantee, as described in provision D2, will apply, for that policy anniversary, provided it is still in effect.

## Reduction of Premium

Each dividend credited will be applied to reduce the next annual premium due on this policy. If at any time the dividend credited exceeds the annual premium payable, the excess dividend will be credited to the Daily Interest Option of the Tax Exempt Investment Account of this policy unless otherwise directed, in writing, by the Owner.

## Transfer Option

Each dividend credited will be transferred and deposited to the credit of an investment plan in force with the Company in accordance with the Company's administrative rules and the terms and conditions of the investment plan.

## D2 Lifetime Guarantee

The Lifetime Guarantee is a guarantee that the portion of the Death Benefit provided by the sum of the Term Addition and the Paid-Up Additions will not be less than the Initial Sum Insured for the Term Addition for this Coverage, as shown on the most recent Data Page, provided that:

- i) the Optimax Coverage has not been terminated;

## **OPTIMAX DIVIDEND PROVISIONS (cont'd)**

- ii) there has not been a change to the dividend option;
- iii) there has not been a full or partial reduction to the Paid-Up Additions as a result of a partial surrender for cash, or to pay premiums;
- iv) there have not been any changes to the Optimax Sum Insured;
- v) the Conversion Privilege, as described in provision D5, has not been exercised; and
- vi) the Paid-Up Privilege, as described in provision CV2, has not been exercised.

### **D3 Selection of Dividend Option**

The Owner may choose a dividend option by completing the relevant section of the application. If no option has been chosen at the time the first dividend becomes payable the Company will automatically apply such dividend and each dividend credited thereafter to the Daily Interest Option of the Tax Exempt Investment Account. Once a dividend option has been chosen it will remain in effect until such time as it may be changed in accordance with D4 Change of Dividend Option.

Any dividends earned on the Term Addition or Paid-Up Additions will be added to and included with other dividends credited to this policy. The total of such dividends will be applied under the dividend option in effect for this policy at that time.

### **D4 Change of Dividend Option**

The Owner may request, in writing, a change to the dividend option at any time while this policy is in force, subject to the dividend options being offered by the Company at that time and any satisfactory evidence of insurability that the Company may require. Any dividends at the credit of this policy at the time of such change may be applied under the new option selected.

Assignment of the policy may restrict the options available.

If a request is submitted to change to the Extender plus Paid-Up Additions Option, or the Paid-Up Additions Option, the Company may, at its option, charge the Owner for any costs incurred in obtaining evidence of insurability.

### **D5 Conversion Privilege**

Under the Extender plus Paid-Up Additions Option, the Owner may convert the amount of Term Addition in force to a new Coverage on the Life or Lives Insured without any further evidence of insurability, provided that:

- i) the new Coverage will become effective at the time of the conversion and will be selected from any level

premium permanent whole life insurance plan then being offered by the Company. The new Coverage will be subject to any amount limitations then in effect for the new plan;

- ii) the Sum Insured provided under the new Coverage will not be greater than the amount of Term Addition in force under this option at the time of the conversion;
- iii) the dividend option on this policy is changed to one of the other available options.

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

The premium rates for the new Coverage will be those in effect at the time of conversion, taking into account the attained Insurance Age and the original class of risk of the Life or Lives Insured.

The Owner may exercise this conversion privilege by submitting written application for conversion, the first premium due and a request for termination of the Extender plus Paid-Up Additions Dividend Option to the Head Office of the Company at any time while this dividend option is in force but not later than the policy anniversary nearest the Life Insured's 75th birthday.

### **Paid-Up Additions Rider**

On each policy anniversary, the Owner may purchase additional amounts of Paid-Up Additions on the Life or Lives Insured provided that:

- i) the dividend option for the policy is Paid-Up Additions or Extender Plus Paid-Up Additions;
- ii) the required premium and evidence of insurability satisfactory to the Company is received;
- iii) the policy anniversary date for the Optimax Coverage on the Life Insured is the same as the anniversary date of the policy;
- iv) the Company approves the additional amounts of Paid-Up Additions; and
- v) the Company's current administrative rules are met.

The effective dates for the additional Paid-Up Additions will be the policy anniversary following the date the Company approves the additional amount applied for.

Premiums submitted for the Paid-Up Additions Rider will be deposited in the Paid-Up Additions Rider Daily Interest Option of the Tax Exempt Investment Account.

Net premiums will accumulate at a rate of interest as declared by the Company.

On the policy anniversary, the maximum amount allowable of the accumulated value of the Paid-Up Additions Rider Daily Interest Option will be withdrawn in order to purchase Paid-Up Additions. The maximum amount allowable will be in accordance with accrual taxation rules in order to maintain the tax-exempt status of the policy. A charge of 5% will be deducted from the amount withdrawn prior to purchasing the Paid-Up Additions. The amount withdrawn, less the charge, will be added to the annual dividend credited to the policy at such time and applied with the same terms and conditions as outlined in provision D1 for the dividend option chosen by the Owner.

If two Life Insureds have an Optimax Coverage declaring a dividend on the anniversary date of the policy, the portion of the amount to purchase Paid-Up Additions applied to each Life Insured will be determined so that the ratio of additional Paid-Up Additions to the Optimax Sum Insured will be equal for both Life Insureds.

In addition to the provisions outlined in provision E19 the Company reserves the right to cancel as many Paid-Up Additions as required to maintain the tax-exempt status of the policy.

## CAPITAL ACCESS BENEFIT PROVISIONS

In the event of the total disability of a Life Insured, the Owner may request payment of all or a portion of the Surrender Benefit amount of the Tax Exempt Investment Account as a Capital Access Benefit. Upon payment of the Capital Access Benefit, the Surrender Benefit amount of the Tax Exempt Investment Account will be reduced by the amount of such payment.

For the Capital Access Benefit, "Total Disability" means the diagnosis, by a qualified and licensed medical practitioner, of a condition causing disability of a Life Insured lasting at least ninety (90) consecutive days. The diagnosis of disability must satisfy one or more of the following conditions:

- 1) a state of incapacity resulting from bodily injury, illness or disease which wholly prevents the Life Insured from performing the essential duties of his or her own occupation;
- 2) the inability of a Life Insured to perform any one or more of the following activities of daily living:
  - a) perceiving, thinking or remembering;
  - b) independently feeding or dressing themselves;
  - c) speaking, so as to be understood in a quiet setting, by another person familiar with the Life Insured;
  - d) hearing, so as to understand in a quiet setting, another person with whom the Life Insured is familiar;
  - e) eliminating (bladder or bowel functions); or
  - f) walking;
- 3) a terminal medical condition which reduces the life expectancy of a Life Insured to a period of 24 months or less;
- 4) the permanent, entire and irrecoverable loss of a Life Insured's:
  - a) sight in both eyes; or
  - b) use of both arms, both legs or an arm and a leg.

Before making payment of this Capital Access Benefit provision the Company will require:

- 1) satisfactory proof to the Company of the Total Disability of the Life Insured; and
- 2) any other information which the Company may require to establish the validity of the claim.

Payments made under the Capital Access Benefit represent a disability benefit payment. The Income Tax Act and Regulations in effect during the issuance of this policy provide that payment of a disability benefit does not represent the disposition of an interest in a life insurance policy.

## OPTIMAX TAX EXEMPT INVESTMENT ACCOUNT PROVISIONS

The Tax Exempt Investment Account forms part of this Life Insurance policy.

The Tax Exempt Investment Account will include the:

- i) Guaranteed Interest Options;
- ii) Daily Interest Options; and
- iii) Index Options.

### Definitions

In these Tax Exempt Investment Account Provisions:

**"rate of interest"** shall mean the effective rate of interest compounded annually and credited to a net premium invested in either the Guaranteed Interest Options or the Daily Interest Options of the Tax Exempt Investment Account.

**"rate of return"** shall mean the rate of return credited to the net premiums invested in the Index Options of the Tax Exempt Investment Account. Net premiums credited to an Index Option are invested at the risk of the Owner. The rate of return for an Index Option for a given period may be positive or negative depending on:

- i) the performance of the external index or for Fund Class A of a Segregated Fund that the respective Index Option is linked to; and
- ii) the Canadian dollar exchange rate relative to the currency associated with the index, if applicable;

**"investment term"** shall mean a period of time during which a deposit invested in a Guaranteed Interest Option accumulates, at a rate of interest that is guaranteed not to change during that period of time;

**"net premium"** shall mean a premium payment made to a Tax Exempt Investment Account option less the premium load;

**"premium load"** shall mean the charge deducted from each premium or dividend credited to a Tax Exempt Investment Account option. The charge is currently 2% of each premium or dividend. The Company reserves the right to change this charge in relation to changes in taxation;

**"deposit"** shall mean a net premium or transfer, credited to any option in the Tax Exempt Investment Account or reinvested for an investment term in the Guaranteed Interest Options;

**"valuation date"** shall mean the date on which the performance of an external index or for Fund Class A of a Segregated Fund is measured in order to determine the rate of return for an Index Option. The valuation of the external indexes and Fund Class A of a Segregated Fund will occur at the close of business each day that the Company's Head Office is open for business. The value of an external index is based on the most recently published value of that index at 5 p.m. EST by an internationally recognized quotation service that the Company may choose from time to time. In no event will the performance of an index or for Fund Class A of a Segregated Fund be measured less than once per calendar month;

**"Segregated Fund"** shall mean a Segregated Fund of the Company.

### EI1 Premiums

The regularly scheduled premium for the Tax Exempt Investment Account is shown on the Data Page and is included in the premiums shown on the Schedule of Premiums page. Additional deposits may be made to the Tax Exempt Investment Account at any time. Additional deposits must meet the minimum deposit requirements according to the Company's current administrative rules.

### EI2 Guaranteed Interest Options

Deposits are invested in an investment term selected by the Owner from those available at the time the payment is made. At the end of an investment term, the Accumulated Value, as described in provision EI5, of such deposit is automatically reinvested for another investment term of the same duration unless:

- i) otherwise requested in writing by the Owner prior to the end of the previous investment term; or
- ii) the investment term is no longer available, in which event the new investment term will be as determined by the Company.

Investment terms available in the Guaranteed Interest Option are determined by the Company from time to time.

The rate of interest that applies to a deposit in the Guaranteed Interest Options will be determined by the Company and is guaranteed to be no less than 90% of the then current yield on Government of Canada bonds of the same investment term, less 1.75%.

### EI3 Daily Interest Options

Deposits to the Daily Interest Options accumulate at a rate of interest as declared by the Company. The current rate of interest will be based on short-term instruments and may change on a daily basis.

The Daily Interest Options include:

- i) a Daily Interest Account for the deposit of premiums or dividends; and
- ii) the Paid-Up Additions Rider Daily Interest Option which is only available for the deposit and accumulation of premiums for the Paid-Up Additions Rider.

### EI4 Index Options

The Owner may choose one or more of the Index Options available at the time the deposit is made. The Company reserves the right to add a new Index Option or withdraw a previously offered Index Option. The value of an Index Option to be withdrawn will be transferred to the Daily Interest Option effective the withdrawal date unless the Owner advises otherwise.

The following chart outlines the Index Options currently available where the rate of return is based on an independently produced and widely published index:

**OPTIMAX**  
**TAX EXEMPT INVESTMENT ACCOUNT PROVISIONS (cont'd)**

Index Option	Rate of Return is based on and type of return
Canadian Bond	Total return of the Scotia Capital Markets Universe Bond Index
Canadian Equity	Total return of the Standard & Poor's Toronto Stock Exchange 60 Composite Index (S&P/TSX 60)
American Equity	Total return of the Standard & Poor's 500 Composite Index (S&P 500)
American Growth & Technology	Price return of the National Association of Securities Dealers Automated Quotations 100 Composite Index (NASDAQ 100)
European Equity	Price return of the Dow Jones Euro Stoxx 50 Composite Index
Eurasian Equity	Weighted price return of a number of the largest and most developed international stock exchange indices throughout Europe, Australia, and the Far East
Japanese Equity	Price return of the Nikkei 225 Stock Composite Index

In addition, the Company offers the following Index Options where the rate of return is based on the return for Fund Class A of a Segregated Fund less a charge for investment income tax:

Indexed Elite Equity Investment Option;  
 Indexed Dividend Growth Investment Option;  
 Indexed Small Cap Equity Investment Option;  
 Indexed Global Equity Investment Option;  
 Indexed American Value Investment Option;  
 Indexed Asset Allocation Investment Option;  
 Indexed Balanced Investment Option;  
 Indexed Bond Investment Option;  
 Indexed Income Investment Option;  
 Indexed Conservative Portfolio Investment Option;  
 Indexed Balanced Portfolio Investment Option;  
 Indexed Moderate Growth Portfolio Investment Option;  
 Indexed Growth Portfolio Investment Option; and  
 Indexed Aggressive Growth Portfolio Investment Option.

**EI5 Accumulated Value**

The Accumulated Value of the Tax Exempt Investment Account at any time is the sum of the Accumulated Values of the Guaranteed Interest Options, the Daily Interest Options, and the Index Options.

The Accumulated Value of the Guaranteed Interest Options and the Daily Interest Options shall be calculated as the sum of:

- i) all deposits to the investment option(s); plus
- ii) compound interest earned to date, at the applicable rate of interest; less
- iii) any amounts previously withdrawn or surrendered effective the date on which the Accumulated Value is calculated.

The Accumulated Value of an Index Option that is based on the rate of return for an independently produced index shall be calculated each business day according to the following formula:

$$I = (A/B) - 1.03^{D/365}$$

Where: I is the rate of return to be credited to the Index Option on a business day;

A is the Canadian dollar value of the applicable index for the Index Option on the current business day;

B is the Canadian dollar value of the applicable index for the Index Option on the previous business day; and

D is the number of days elapsed between the current business day and the previous business day.

The Accumulated Value of an Index Option that is based on the rate of return for Fund Class A of a Segregated Fund shall be calculated each business day according to the following formula:

$$I = ((A/B) \times (1 - IIT)^{D/365}) - 1$$

Where: I is the rate of return to be credited to the Index Option on a business day;

A is the Fund Class A unit value of the applicable Segregated Fund on the current business day;

B is the Fund Class A unit value of the applicable Segregated Fund on the previous business day;

(A/B) is the net return of Fund Class A of the applicable Segregated Fund on the current business day, and includes the impact of all expenses attributable to Fund Class A that have been assessed to that Fund;

IIT is an estimate of the current investment income tax annual rate, and will change each calendar year; and

D is the number of days elapsed between the current business day and the previous business day.

The Company reserves the right to defer determination of the Accumulated Value of the Tax Exempt Investment Account for as long as any period of emergency exists during which it is reasonably impractical for us to determine a rate of return.

### **E16 Death Benefit**

The Death Benefit amount of the Tax Exempt Investment Account is equal to the sum of the Accumulated Values of the Guaranteed Interest Options, the Daily Interest Options, and the Index Options determined at the date of death.

### **E17 Surrender Benefit**

The Owner may request in writing, at any time, a surrender of all or a portion of the Surrender Benefit amount of the Guaranteed Interest Option, the Daily Interest Options, or the Index Options of this policy. The Surrender Benefit amount of these investment options is equal to the sum of their Accumulated Values determined on the date surrendered less any early withdrawal charges that may apply. For partial surrenders the amount requested must meet the minimum surrender requirements according to the Company's then current administrative rules.

The effective date of surrender will be the date the request for surrender is received at the Head Office of the Company.

The value available for surrender from an Index Option will be determined using the Valuation Date of the Index Option next following receipt of the written request for surrender at the Head Office of the Company.

Partial surrenders from the Guaranteed Interest Options will result in the Accumulated Value of deposits with the earliest deposit dates being surrendered first until the full value of the surrender request has been met.

If all or part of the Accumulated Value of a deposit in a Guaranteed Interest investment term is being withdrawn before the end of the investment term an early withdrawal charge will apply.

The early withdrawal charge will be calculated as:

- i) the Accumulated Value of the deposit being withdrawn; multiplied by
- ii) if the current rate of interest for the same investment term is higher, the difference by which the current rate exceeds the rate of interest then being earned on the deposit; multiplied by
- iii) the number of complete months from the date of withdrawal to the end of the investment term, divided by twelve.

At the option of the Company, payment of the Surrender Benefit amount may be deferred for a period not exceeding 90 days after the date the surrender request was received at the Head Office of the Company.

### **E18 Transfer Benefit**

The Owner may transfer money between the Guaranteed Interest Option, the Daily Interest Options, and the Index Options subject to the following provisions.

The transfer value of money in the Daily Interest Options is equal to its Accumulated Value determined at the date of transfer.

The transfer value of money in the Guaranteed Interest Options is equal to its Surrender Benefit amount as described in provision E17. No early withdrawal charges will be applied for transfers to pay premiums for this policy.

The transfer value of money in an Index Option is equal to its Surrender Benefit amount as described in provision E17.

Transfers of less than the full Surrender Benefit amount in an investment option must meet the minimum surrender requirements according to the Company's then current administrative rules.

### **E19 Tax Status**

The Company will monitor the status of this policy relative to current accrual taxation rules. If it becomes apparent that this policy may lose its exemption from accrual taxation, the Owner will be notified. If written instructions are not received from the Owner advising of the action to be taken to preserve the exempt status of this policy, the Company will surrender and pay to the Owner the required amount from the Tax Exempt Investment Account sufficient to maintain the exempt status of this policy. The amount surrendered will be withdrawn in the order listed below:

- i) the Daily Interest Options;
- ii) the Guaranteed Interest Options; and then
- iii) the Index Options.

## OPTIMAX JOINT FIRST DEATH PROVISIONS

### OJFD1 Death Benefit

On the death of the first of the Lives Insured, the Company will pay to the beneficiary:

- i) the Sum Insured for the Joint First Death Life Insurance Coverage; plus
- ii) any Paid-Up Additions to the Joint First Death Sum Insured, if applicable; plus
- iii) any Term Addition to the Joint First Death Sum Insured, if applicable; plus
- iv) the Death Benefit of the Tax Exempt Investment Account as described in provision EI6.

### OJFD2 Survivor Continuing Coverage Period

The insurance Coverage provided under this Joint First Death provision will automatically continue on the life of the survivor of the Lives Insured for a period of 90 days following the date of death of the first of the Lives Insured.

If, at the end of this Survivor Continuing Coverage Period, the Owner has not applied to the Head Office of the Company for continuing benefits under provision OJFD3, this Coverage will automatically terminate and there will be no further benefits payable for this Coverage.

### OJFD3 Survivor Conversion Privilege

During the Survivor Continuing Coverage Period the Owner may purchase new insurance Coverage on the life of the survivor, without further evidence of insurability, subject to the following conditions:

- i) the Owner selects the new insurance from any level premium permanent whole life insurance plan then being offered by the Company. The premium for this insurance will be determined by the Company at that time, taking into account the attained Insurance Age and the original class of risk of the survivor;
- ii) if this policy contains a Waiver of Premium provision which applies to the Coverage to which the Joint First Death provisions apply and the survivor is the Life Insured for that Waiver of Premium provision, the new insurance may include a Waiver of Premium provision provided that the survivor is not totally disabled at the time of conversion.

The new insurance will take effect as of the date of death of the first of the Lives Insured and all premiums will be due and payable to the Company from that date. The total Sum Insured of the new insurance may not exceed the total Sum Insured under this Joint First Death provision.

The Owner may exercise this Survivor Conversion Privilege by submitting a written application for survivor

conversion and the initial premium due to the Head Office of the Company at any time within the Survivor Continuing Coverage Period.

### OJFD4 Special Survivor Conversion Privilege

Notwithstanding the above, if:

- i) this policy includes a Waiver of Premium Provision; and
- ii) the survivor is the Life Insured for that provision; and
- iii) the survivor is totally disabled at the date of death of the first of the Lives Insured,

the insurance Coverage provided under this Joint First Death provision will continue on the life of the survivor until the expiry date of the Waiver of Premium benefit. For the purpose of this provision, the expiry date is defined as the first to occur of:

- i) the date on which the survivor ceases to be totally disabled as defined in the Waiver of Premium provision; or
- ii) the expiry date of the Waiver of Premium provision.

At the expiry date indicated above, this Coverage may be converted to any non-participating level premium permanent whole life insurance plan then being offered by the Company. The Coverage resulting from this special conversion will:

- i) include a benefit providing for the waiver of premium payments, provided that the survivor is still eligible for such benefit; and
- ii) not exceed the total Sum Insured for this Joint First Death provision on the survivor; and
- iii) become effective at the expiry date indicated above.

The premium for this new Coverage will be as determined by the Company at that time, taking into account the attained Insurance Age and the original class of risk of the survivor.