

SINGLE PREMIUM IMMEDIATE ANNUITY INVESTMENT APPLICATION

Policy Number:



Advisor Checklist

- Banking information/void cheque has been provided, for income payments.
- The quote number has been provided, if requesting a rate basis guarantee.
- Proof of age has been provided.
- Verification of Owner and International Tax Information (FATCA/CRS) section has been completed, if the contract is non-registered. Note - Provincial Health Cards cannot be used to verify identity.
- Determination of Politically Exposed Persons and Heads of International Organizations section has been completed, if the contract is non-registered.
- Determination of third party interests has been completed.
- A copy of the application has been provided to the owner.

Policies are issued by:

The Empire Life Insurance Company

Send signed copy to:

Empire Life
259 King Street East
Kingston ON K7L 3A8

empire.ca • 1 800 561-1268



RATE BASIS GUARANTEE TERMS AND CONDITIONS

In requesting a Rate Basis Guarantee it is understood and agreed that:

1. The commitment to transfer funds to The Empire Life Insurance Company ("Empire Life") is irrevocable and the transfer of such funds is irreversible;
2. This application must be received at the head office of Empire Life within two working days of the date of the annuity quotation indicated in Section 8.1 of this application. If this application is not received within this time period, the rate basis will be the rate basis in effect on the date this application is received by Empire Life;
3. If the actual amount transferred is at least \$7,500 but less than or equal to the estimated amount shown on this application, the terms of this rate basis guarantee remain in effect. If the amount transferred exceeds the estimated amount, the applicable rate basis will be the rate basis guaranteed on this application for the lesser of:
 - a) 110% of the estimated amount, and
 - b) the estimated amount plus \$10,000.

The applicable rate basis on the excess over this amount will be the rate basis in effect on the date the transferred funds are received by Empire Life; and
4. If the transferred funds are received within 45 days of the date this application is signed, the terms of this rate basis guarantee will remain in effect. If the transferred funds are received more than 45 days after the date this application is signed, the rate basis in effect will be the lesser of:
 - a) the rate basis guaranteed on this application, and
 - b) the rate basis in effect on the date the transferred funds are received by Empire Life.

REGISTERED PLAN ENDORSEMENT

NOTE: THIS ENDORSEMENT ONLY APPLIES TO PLANS TO BE REGISTERED UNDER THE *INCOME TAX ACT (CANADA)*.

If you have requested that this contract be registered under the *Income Tax Act (Canada)* and any applicable provincial income tax legislation, the following provisions form part of the contract and, if applicable, override anything to the contrary within the policy provisions:

1. The contract may not be assigned in whole or in part;
2. In the event of the death of the owner prior to the settlement of the contract, the proceeds will be payable in one sum;
3. The right to select a retirement income is limited to those described in Section 146(1) of the *Income Tax Act (Canada)*;
4. Annuity payments to the owner, or to the spouse/common-law partner of the owner shall be in the form of equal annual or more frequent periodic payments and as specified in the *Income Tax Act (Canada)*. Annuity payments may not be surrendered, commuted or assigned. However, in the event of the death of the owner, any remaining annuity payments must be commuted and paid in one sum to the beneficiary, if other than the spouse/common-law partner. If the beneficiary is the spouse/common-law partner, payment of the annuity will continue under the terms of the settlement selected and subject to the terms of the *Income Tax Act (Canada)*;
5. Notwithstanding Section 146(2)(a) of the *Income Tax Act (Canada)*, the contract will provide for payment of an amount to an annuitant where the amount is paid to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act (Canada)*, or if applicable, any provincial act. The Company must be given proof that there is tax payable and will require return of the contract for endorsement. The refund may not exceed the commuted value of the annuity as determined by the Company at the date of calculation. If the refund is equal to or greater than the commuted value, the policy will be terminated and no further income payments will be due or payable. If the refund is less than the commuted value, the income payments will be reduced commencing with the first payment due after the date of calculation;
6. No advantage that is conditional in any way on the existence of this contract will be extended to the owner or to a person with whom the owner was not dealing at arm's length other than as specified in the *Income Tax Act (Canada)*; and
7. No contributions may be paid following the maturity date of the contract.

APPLICATION FOR A SINGLE PREMIUM IMMEDIATE ANNUITY

Throughout this application, "Empire Life" means The Empire Life Insurance Company.

1.0 Language	If not specified, we will communicate in the language of this application. <input type="radio"/> English <input type="radio"/> French																												
2.0 Purpose of Investment	<input type="radio"/> Long term investment <input type="radio"/> Estate planning <input type="radio"/> Retirement savings <input type="radio"/> Emergency fund <input type="radio"/> Short term savings <input type="radio"/> Education <input type="radio"/> Real estate purchase <input type="radio"/> Operating funds <input type="radio"/> Other _____																												
3.0 Contract Type	Is the plan to be registered under the <i>Income Tax Act</i> (Canada)? <input type="radio"/> yes <input type="radio"/> no This annuity will be a prescribed annuity unless otherwise indicated in Head Office Additions and Amendments. If the plan is locked-in, specify the governing pension legislation: <input type="radio"/> Federal <input type="radio"/> BC <input type="radio"/> AB <input type="radio"/> SK <input type="radio"/> MB <input type="radio"/> ON <input type="radio"/> QC <input type="radio"/> NB <input type="radio"/> NS <input type="radio"/> NL																												
4.0 Annuitant Benefits payable are based on the annuitant's life. If the plan is to be registered under the <i>Income Tax Act</i> (Canada) the annuitant must be the owner.	<table border="1"> <tr> <td colspan="2" data-bbox="336 426 1390 499">First name</td> <td data-bbox="1390 426 1548 499">Middle initial</td> </tr> <tr> <td colspan="3" data-bbox="336 499 1548 573">Last name</td> </tr> <tr> <td colspan="3" data-bbox="336 573 1548 646">Address (number, street) (If using a PO Box, also provide your physical address)</td> </tr> <tr> <td data-bbox="336 646 1193 720">City</td> <td data-bbox="1193 646 1299 720">Province</td> <td data-bbox="1299 646 1548 720">Postal code</td> </tr> <tr> <td data-bbox="336 720 592 793">Sex at birth <input type="radio"/> Male <input type="radio"/> Female</td> <td data-bbox="592 720 1098 793">Date of birth d d - m m m - y y y y </td> <td data-bbox="1098 720 1548 793">Social Insurance Number (SIN) </td> </tr> <tr> <td colspan="3" data-bbox="336 793 1548 867">Preferred contact number - - </td> </tr> <tr> <td colspan="3" data-bbox="336 867 1548 940">Name of Employer</td> </tr> <tr> <td colspan="3" data-bbox="336 940 1548 1014">Job title</td> </tr> <tr> <td colspan="3" data-bbox="336 1014 1548 1079">Occupation</td> </tr> </table>		First name		Middle initial	Last name			Address (number, street) (If using a PO Box, also provide your physical address)			City	Province	Postal code	Sex at birth <input type="radio"/> Male <input type="radio"/> Female	Date of birth d d - m m m - y y y y	Social Insurance Number (SIN) 	Preferred contact number - -			Name of Employer			Job title			Occupation		
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Occupation																													
4.1 Joint Annuitant The joint annuitant does not have any ownership rights. If the annuitant is the owner, upon the death of the annuitant, the joint annuitant will become both annuitant and owner.	Do not complete if funds come from an Annuity Settlement Option. If the plan is registered, or the funds originate from a registered plan, only the spouse/common-law partner of the annuitant can be named as joint annuitant. <table border="1"> <tr> <td colspan="2" data-bbox="336 1163 1390 1236">First name</td> <td data-bbox="1390 1163 1548 1236">Middle initial</td> </tr> <tr> <td colspan="3" data-bbox="336 1236 1548 1310">Last name</td> </tr> <tr> <td colspan="3" data-bbox="336 1310 1548 1383">Address (number, street) (If using a PO Box, also provide your physical address)</td> </tr> <tr> <td data-bbox="336 1383 1193 1457">City</td> <td data-bbox="1193 1383 1299 1457">Province</td> <td data-bbox="1299 1383 1548 1457">Postal code</td> </tr> <tr> <td data-bbox="336 1457 592 1530">Sex at birth <input type="radio"/> Male <input type="radio"/> Female</td> <td data-bbox="592 1457 1098 1530">Date of birth d d - m m m - y y y y </td> <td data-bbox="1098 1457 1548 1530">Social Insurance Number (SIN) </td> </tr> <tr> <td colspan="3" data-bbox="336 1530 1548 1604">Preferred contact number - - </td> </tr> <tr> <td colspan="3" data-bbox="336 1604 1548 1677">Name of Employer</td> </tr> <tr> <td colspan="3" data-bbox="336 1677 1548 1751">Job title</td> </tr> <tr> <td colspan="3" data-bbox="336 1751 1548 1818">Occupation</td> </tr> </table>		First name		Middle initial	Last name			Address (number, street) (If using a PO Box, also provide your physical address)			City	Province	Postal code	Sex at birth <input type="radio"/> Male <input type="radio"/> Female	Date of birth d d - m m m - y y y y	Social Insurance Number (SIN) 	Preferred contact number - -			Name of Employer			Job title			Occupation		
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5.0 Proof of Age for Annuitant and Joint Annuitant	The advisor must review the original and submit a copy of one of these government-issued documents to satisfy proof of age. <table border="1"> <tr> <td data-bbox="336 1881 922 2037"> Annuitant <input type="radio"/> Birth certificate <input type="radio"/> Passport <input type="radio"/> Driver's Licence (with photo and signature) <input type="radio"/> Citizenship card <input type="radio"/> Other _____ </td> <td data-bbox="922 1881 1548 2037"> Joint annuitant <input type="radio"/> Birth certificate <input type="radio"/> Passport <input type="radio"/> Driver's Licence (with photo and signature) <input type="radio"/> Citizenship card <input type="radio"/> Other _____ </td> </tr> </table>		Annuitant <input type="radio"/> Birth certificate <input type="radio"/> Passport <input type="radio"/> Driver's Licence (with photo and signature) <input type="radio"/> Citizenship card <input type="radio"/> Other _____	Joint annuitant <input type="radio"/> Birth certificate <input type="radio"/> Passport <input type="radio"/> Driver's Licence (with photo and signature) <input type="radio"/> Citizenship card <input type="radio"/> Other _____																									
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6.0 Owner

If the policy is purchased with funds transferred via Form T2037, the annuitant will be the owner.

***If owner is a non-profit organization or trust, indicate its legal name.**

Who will be the owner? Annuitant Non-profit organization or trust*

Full legal name of non-profit organization or trust

Address (number, street) (if using a PO Box, also provide your physical address)

City _____ Province _____ Postal code _____

Preferred contact number
 _____ - _____ - _____

6.1 Verification of Owner and International Tax Information (FATCA/CRS)

Non-registered contracts only.
 The advisor must verify the owner's identity by reviewing a current, authentic government issued photo identification documents in the presence of the owner and confirming the name and photo are those of the owner. If the owner does not have a valid government issued photo identification, verify the owner's identity by completing section 1.2 of the D-0011 Verification of Identity of Owner/ Determination of Politically Exposed Persons and Third Party Interests. If a using a citizenship card for verification, it must have an issue date prior to January 2012.

Passport Driver's Licence
 Other _____

Document # _____ Expiry date _____
 _____ d | d - m | m m - y | y y | y y

Jurisdiction and country of issue _____ Date of verification _____
 _____ d | d - m | m m - y | y y | y y

Where do you reside for tax purposes? (check all that apply)

Canada
 U.S. (resident or citizen) – Tax Identification Number (TIN) _____
 If you do not have a TIN from the U.S., have you applied for one? yes no
 Other – specify country _____ TIN _____

If you do not have a TIN, specify the reason:

I will apply or have applied for a TIN but have not yet received it.
 My jurisdiction of tax residence does not issue TINs to its residents.
 Other – specify reason _____

6.2 Politically Exposed Persons and Heads of International Organizations

Non-registered contracts only.
 *A close relative is your child, mother, father, spouse/civil union spouse/common-law partner; the mother or father of your spouse/civil union spouse/ common-law partner; or child of your mother or father.
 **A close associate is an individual who is closely connected to the owner for personal or business reasons.
 †The head of an international organization is the primary person who leads that organization, for example a President or CEO.
 ‡‡An International organization is set up by the governments of more than one country by means of a formally signed agreement between the governments.
 E.g. World Bank, International Monetary Fund, World Health Organization, International Energy Forum, International Criminal Court.

1. Have you, any of your close relatives* or any other persons closely associated with you:**

a) held one of the following positions in the last 5 years in Canada?

- Governor General, Lieutenant-Governor or head of Federal or Provincial government;
- Member of the Senate or House of Commons or member of a Provincial legislature;
- Deputy Minister of Federal or Provincial government or equivalent rank;
- Head of a Federal or Provincial government agency;
- Leader or President of a political party represented in a legislature;
- Mayor of a city, town, village, or rural or metropolitan municipality;
- President of a corporation wholly owned directly by Her Majesty in right of Canada or a province;
- Military officer with a rank of general or above;
- Judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada; or
- Ambassador, or attaché or counsellor of an ambassador

b) ever held one of the following positions in a country other than Canada?

- Head of state/government;
- Member of executive council of government or legislature;
- Leader/president of a political party represented in a legislature;
- Deputy minister or equivalent;
- Head of a government agency;
- Military officer with a rank of general or above;
- Judge;
- President of a state-owned company/bank; or
- Ambassador, or attaché or counsellor of an ambassador

2. Are you, any of your close relatives* or any other persons closely associated with you currently the head of an international organization† or the head of an organization established by an international organization?‡‡**

For questions 1 and 2:

yes no If yes, provide details: _____

3. Specify the source(s) of funds for this specific transaction (i.e. where the money originated from):

Business Income (e.g. dividends, management bonuses) Employment Income Pension Funds Gifts
 Sale of Assets Inheritance Other: _____

4. Specify the source(s) of wealth (i.e. sources from which the owner accumulated their wealth):

Business Undertakings Family Trust Employment Income Investments Real Estate Inheritance
 Other: _____

7.0 Beneficiary Information

If the contract is locked-in under pension legislation, the rights of the annuitant's spouse/common-law partner may override this beneficiary designation. In order to effect a beneficiary designation, the applicable spousal waiver must be submitted where required by law.

If a beneficiary is not named for an annuitant, or if all named beneficiaries predecease the annuitant, any benefit that becomes payable will be paid to the owner (if not the annuitant) or the owner's estate. **Percentages for all primary beneficiaries for each annuitant must total 100%.** If you name more than one beneficiary and do not indicate a percentage share or "equal shares", you will be deemed to have indicated "equal shares".

Minors: Benefits will not be paid directly to a minor beneficiary. Outside Quebec, you should name a trustee for a minor beneficiary and any benefits due to the beneficiary, while a minor, will be paid to the trustee on the beneficiary's behalf. In Quebec, benefits due to a beneficiary, while a minor, will be paid to the beneficiary's tutor(s) or legal guardian(s) unless you have appointed an administrator or established a formal trust. After the beneficiary reaches the age of majority, any benefits due to the beneficiary will be paid directly to the beneficiary unless you have established a formal trust and such trust is still in effect at the time the benefit is payable.

Irrevocable/revocable designations: A primary beneficiary designation is revocable unless you indicate "irrevocable". In Quebec, if a married or civil union spouse is named as primary beneficiary, the designation is irrevocable unless you indicate "revocable". If you designate a primary beneficiary as irrevocable, you cannot change or revoke the beneficiary or exercise rights and privileges such as withdrawals, assignments, or transferring ownership without the irrevocable beneficiary's written consent. If your contract is governed by the laws of Nova Scotia and you designate a primary beneficiary as irrevocable you must also complete an Irrevocable Beneficiary Designation Supplement (INS-3207). **An irrevocable beneficiary who is a minor cannot provide consent.** Therefore, if an irrevocable beneficiary is a minor, you cannot change or revoke the beneficiary or exercise rights and privileges unless, where permitted by law, a court order is obtained.

Contingent beneficiary: A contingent beneficiary becomes the beneficiary if all of the primary beneficiaries have died before the annuitant. **Percentages for all contingent beneficiaries for each annuitant must total 100%. Contingent beneficiary designations are always revocable.**

Beneficiary(ies)			
First name	Middle name	Last name or legal name of corporation/entity	<input type="radio"/> Primary <input type="radio"/> Contingent
Relationship to annuitant*		Date of birth d d - m m m - y y y y	<input type="radio"/> equal shares OR % <input type="radio"/> Revocable <input type="radio"/> Irrevocable
First name	Middle name	Last name or legal name of corporation/entity	<input type="radio"/> Primary <input type="radio"/> Contingent
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First name	Middle name	Last name or legal name of corporation/entity	<input type="radio"/> Primary <input type="radio"/> Contingent
Relationship to annuitant*		Date of birth d d - m m m - y y y y	<input type="radio"/> equal shares OR % <input type="radio"/> Revocable <input type="radio"/> Irrevocable
Trustee for minor beneficiary(ies) named above:			
First name	Middle initial	Last name	

*Relationship to the annuitant, except in Quebec, specify relationship to the owner.

<p>8.0 Deposit Information</p> <p>Select all that apply. Empire Life will not settle the policy until all money is received. Make cheques payable to Empire Life.</p>	<p><input type="radio"/> Deposit included with this application</p> <p><input type="radio"/> Funds transferred from another company - name of transferring company(ies): _____</p> <p><input type="radio"/> The funds are being transferred from a spousal/common-law partner RSP.</p> <p><input type="radio"/> The funds are coming from an Annuity Settlement Option.</p>	<p>Amount \$</p> <p>Estimated transfer amount \$</p>
<p>8.1 Rate Basis Guarantee</p>	<p>If you are requesting a rate basis guarantee, indicate the quote number on which the rate basis guarantee is based. The terms and conditions are on page 1 of this application.</p>	<p>Quote number</p>
<p>9.0 Annuity Type and Guarantee Period</p> <p>If you select no guarantee period, this annuity will not provide any benefits after the death of the annuitant(s).</p>	<p>Do not complete if funds are coming from an Annuity Settlement Option.</p> <p><input type="radio"/> Single Life guaranteed for _____ years OR <input type="radio"/> No guarantee period</p> <p><input type="radio"/> Term Certain guaranteed for _____ years (must be to age 90 for registered plans)</p> <p><input type="radio"/> Joint and Last Survivor guaranteed for _____ years OR <input type="radio"/> No guarantee period</p> <p>I would like my payments to reduce to _____ %</p> <p><input type="radio"/> on death of annuitant <input type="radio"/> on first to die of annuitant and joint annuitant</p>	
<p>9.1 Income Payments</p>	<p>Income payments to be credited to the account shown on:</p> <p><input type="radio"/> the attached void cheque (attach a void cheque) or <input type="radio"/> the pre-authorized transaction form from my financial institution.</p> <p>Payment frequency (does not apply to funds from an Annuity Settlement Option):</p> <p><input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Semi-annually <input type="radio"/> Annually</p> <p>Income payments to begin:</p> <p><input type="radio"/> one payment frequency after issue <input type="radio"/> on this date (dd/mmm/yy) _____</p>	
<p>10.0 Special Instructions</p>		
<p>10.1 Head Office Additions and Amendments</p>		

13.0 Advisor Information Advisor compensation and contact information.	Servicing advisor name (first, middle, last)	Advisor code	Split %
	Advisor name (first, middle, last)	Advisor code	Split %
	Name of agency		

13.1 Advisor Declaration and Acknowledgment	I declare that: <ul style="list-style-type: none"> • I have witnessed all signatures, determined third party interests and if a non-registered contract, I have verified the identity of the owner(s); • I have checked for any indication the owner(s) may be a U.S. Person or tax resident of another country outside of Canada or the U.S.; • I have explained the features of this plan and contents of this application to the owner and annuitant(s); • I have provided to the owner(s) the names of all advisors who have access to their personal information and to the contract; • I provided to the owner and annuitant(s) a statement of disclosure outlining the licences I have and in which jurisdictions, the companies I represent, the fact I receive compensation for the sale of annuity products (including the possibility I may receive additional compensation in the form of bonuses, conference programs or other incentives) and any conflicts or potential conflicts of interest; • If this application was signed in Newfoundland and Labrador, I have provided the owner with the <i>Principles of Sale</i>; • All answers provided in this application and related forms, other than sections 13.0 and 13.1 of this application, are those of the owner or annuitant(s) as applicable; • I am not aware of any additional information material to the acceptance of this application; and • I understand that Empire Life will not pay compensation to advisors who do not have a valid licence and E&O insurance on file with Empire Life for the province in which this application was signed. 		
	Signature of advisor (as witness to all signatures) X		
	First name of advisor	Last name	
	Signature of training supervisor (where required in Quebec only) X		Date d d - m m m - y y y y

DECLARATION, ACKNOWLEDGEMENT, AGREEMENT AND AUTHORIZATION

I declare that:

- I have read and understood the meaning and importance of all the questions, answers and statements in this application (other than those in Sections 13 and 13.1) which includes any supplementary forms (collectively the “application”); and
- I was present when the answers and statements about me (collectively “my answers”) were recorded in this application. I have reviewed my answers and confirm them to be true to the best of my knowledge and belief, and my answers may be relied upon by Empire Life.

I understand and agree that:

- I will notify Empire Life if there is a change in my tax residency status;
- The policy applied for is a non-participating annuity;
- If I am applying for a registered contract, I request that Empire Life apply to have this policy registered as an RSP under the *Income Tax Act* (Canada) and any other applicable Act(s). This contract will be subject to the provisions of these Act(s), and in accordance with the provisions of any applicable endorsements. All payments made out of the contract will be subject to tax under the provisions of the Act(s);
- If this annuity has no guarantee period, then this annuity provides no benefits after the death of the annuitant and, if applicable, the Joint annuitant, on whose survival it depends. I am fully aware that the benefits applied for are payable for my lifetime only and that upon my death no payments will be made to my beneficiary or estate. I am fully aware that an annuity with a guarantee period is available. However, it is my desire to have the maximum income available during my lifetime;
- My acceptance of the policy and any endorsement to the policy will constitute acceptance of the provisions of the policy and of any modification made to this application due to errors or omissions. I further agree that Empire Life will not be under any risk or obligation unless
 - a) the total deposit is paid, and
 - b) the policy is delivered to me; and
- Any direct deposit arrangements may be terminated on 10 days’ written notice beginning the day the notice is mailed either by Empire Life or by me.

Banking Authorization:

- I authorize my financial institution to honour any deposit (credit) to my account as outlined in this application (or any account authorized by me), and return to Empire Life any amount deposited to which I am not entitled.

I acknowledge that:

- I received satisfactory information concerning the product I am applying for before signing this application and I understand that my advisor may be paid on a commission basis;
- Empire Life will maintain the information contained in this application and any related documents in my file. My file enables Empire Life and its employees, agents or representatives, on a continuing basis, to assess this application, appraise the risk, assess any claim that I or my beneficiaries may make for income payments or other benefits, administer my file, answer any questions I may have about this application or my file in general, and provide me with information about my file and Empire Life products and services;

- My file will be kept at the head office of Empire Life. Empire Life may use third party service providers located inside or outside of Canada to process and store my personal information. Personal information that is processed or stored in another jurisdiction may be subject to the laws of that jurisdiction, which may allow disclosure to courts, law enforcement or other government authorities of that jurisdiction under certain circumstances. To access a copy of the most recent privacy policy, please visit the Empire Life website at www.empire.ca. I am entitled to consult my file and, when applicable, have it corrected. To exercise my rights, I must send written notification to: Chief Privacy Officer, The Empire Life Insurance Company, 259 King Street East, Kingston, ON K7L 3A8; and
- I have authorized Empire Life to collect, use and disclose personal information about me on a continuing basis for the purpose of my file. I understand that if I withdraw this consent, Empire Life will be unable to assess my application or claim and issue any benefits or income payments, and may therefore cancel the policy in its sole discretion. If this occurs, neither I nor my estate will be able to exercise any rights under the policy.

I authorize:

- Empire Life, its reinsurers, employees, agents, contractors and representatives, and any other person authorized by me to collect, use and exchange personal information about me as required in order to achieve the objectives of my file;
- Empire Life to collect information from and/or disclose information to my advisor(s) (and agency) on an ongoing basis in order to provide me with ongoing service and advice related to my file. I understand that I can change my advisor or withdraw this authorization by writing to Empire Life; and
- The owner, beneficiary, heirs and the personal representative or liquidator of my estate to provide Empire Life, its reinsurers and their agents, with all the information and authorizations necessary to obtain the information required to appraise the claim, if I die. I also authorize Empire Life to communicate the reasons for any claim decision to the beneficiary entitled to the proceeds under the policy.

A copy of the signed Declaration, Acknowledgement, Agreement and Authorization in Section 11.1 will be as valid as the original.