

## DEFINITIONS

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*The following are definitions of some of the terms used in your Equitable Life Term Life Insurance policy. If you need additional information or clarification please call one of our Individual Customer Service Representatives at 1-800-668-4095 or your Financial Advisor.*

<b>Age:</b>	means the age of a Life Insured on his or her nearest birthday.
<b>Beneficiary(ies):</b>	is (are) the person(s) designated in the application by the Owner and listed on the Policy Specifications page of this policy who is (are) to receive the Death Benefit proceeds in the event of the death of the Life Insured under this policy. While this policy is in effect, the Owner may choose to designate in writing to us a change in the Beneficiary(ies) to receive the Death Benefit proceeds payable on the death of the Life Insured under this policy, if that change is allowed under laws that apply. The Equitable Life Insurance Company of Canada will pay the Death Benefit proceeds payable to the Beneficiary(ies) in effect at the date of death of the Life Insured under this policy.
<b>Company:</b>	The terms "we", "our", "us", "Equitable Life" and "Company", mean The Equitable Life Insurance Company of Canada and its Head Office located in Waterloo, Ontario, Canada.
<b>Currency:</b>	All premiums payable to or by the Company under the terms, conditions or provisions of this policy are payable in the lawful currency of Canada.
<b>Coverage Specifications:</b>	In this policy the Coverage Specifications means the schedule of Insurance Coverage(s) associated with a Life Insured as shown on the Coverage Specifications page(s) of this policy.
<b>Effective Date:</b>	is the date the policy is issued, and is specified on the Policy Specifications page, provided that the first premium is paid and there has been no change in the insurability of the Life Insured between the date the Application for Insurance was signed by the Life Insured and the date specified in the insurance legislation that applies.
<b>Expiry Date:</b>	is the date the policy and the Term Life Insurance coverage expires and is specified on the Coverage Specifications page(s).
<b>Insurance Coverage:</b>	refers to the different benefits that apply under this policy and are shown on the Coverage Specifications page(s) and in the Premium Schedule and includes the death benefit, as well as any benefits added through the available Riders.
<b>Life Insured(s):</b>	is the person or persons if this is a Multiple Lives plan, for whom the life insurance associated with this policy is applicable. The Life insured may or may not be the Owner of this policy.
<b>Owner:</b>	The Owner of this policy refers to the applicant(s) and Owner(s) as indicated on the Policy Specifications page of this policy. The terms "you", "your", and "Owner" refer to the applicant(s) and Owner(s) of this policy. The Owner(s) may or may not be the Life or Lives Insured under this policy.
<b>Policy Anniversary:</b>	The Policy Anniversary will occur on the same day and month each year as the Effective Date of this policy, as shown on the Policy Specifications page. Policy years and policy months are also measured from the Effective Date of this policy.
<b>Premium:</b>	Premium refers to the amounts paid to Equitable Life for this policy.
<b>Rider:</b>	A Rider is an additional benefit applied for and issued by us as shown on the Coverage Specifications page(s) of this policy. The provisions, terms and conditions of any Riders applicable to this policy are stated in the Rider pages attached to this policy.

## **GENERAL PROVISIONS**

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*The following are General Provisions applicable to your Equitable Life Term Life Insurance Policy.*

**Assignment:** This policy may be assigned by the Owner as permitted by law. The assignment will not be binding on Equitable Life unless the assignment is made in writing and filed with our Head Office in Waterloo, Ontario. Equitable Life is not responsible for the validity of any assignment.

**Death of a Beneficiary:** Unless otherwise designated by the Owner, in the event of the death of a Beneficiary, the deceased Beneficiary's share of the proceeds from this policy will be payable to the surviving Beneficiary(ies). If no Beneficiary survives, the proceeds will be payable to the Owner or to the executors, administrators, or assignees of the Owner, subject to the right of the Owner to appoint a new Beneficiary or contingent Beneficiary.

**Contract:** This Contract consists of the following documents:

- this policy
- the application
- any amendments or endorsements to the policy agreed upon in writing by the Company
- any Riders attached to this policy providing additional benefits.

This policy takes effect as of the Effective Date provided that:

- a) the full amount of the first Premium has been paid to the Company, and
- b) no change has taken place in the insurability of any of the Lives Insured under this policy between the date the application was completed and the date specified in the insurance legislation that applies.

Only the President or an Officer of The Equitable Life Insurance Company of Canada has the authority to bind the Company or to make any change in the Contract, and then only in writing. Equitable Life will not be bound by any promises or representations made by any other persons including your financial advisor, broker or agent. Without limiting the generality of the above statement, no financial advisor, broker or agent is authorized to waive, amend or modify any of the terms, conditions or provisions of this Contract.

Should any legislative or regulatory authority having jurisdiction impose requirements that would impact this Contract, Equitable Life may unilaterally make the required changes to this Contract.

**Incontestability:** Failure to disclose a fact or the misrepresentation of a fact in the application for life insurance, medical examination, any written statement or answers given as evidence of insurability will cause this policy including any Riders to be voidable by Equitable Life. Where this policy has been in effect for two (2) years from the Effective Date, or in the case of Reinstatement, two (2) years from the last Reinstatement date, with the exception of Misstatement of Age or Sex which is described below, the failure to disclose or the misrepresentation, except in the case of fraud, will not cause this policy including any Riders to become voidable.

Any additional Insurance Coverages or improvements in Class of Risk, which come into effect after the Effective Date or reinstatement of this policy, will be considered to be incontestable only after the additional Insurance Coverage or improvement in Class of Risk has been in effect from its effective date for two years, with the exception of fraud.

If an addition of a new Life Insured is made, a new two year incontestability period will begin for that new Life Insured as of the effective date of the addition.

If this policy was issued as a Multiple Lives policy and a substitution of a Life Insured is made, a new two year incontestability period will begin for that substitute Life Insured as of the effective date of the substitution.

## **GENERAL PROVISIONS - continued**

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**Misstatement of Age  
or Sex:**

If the date of birth and/or sex of a Life Insured has been misstated, the amount payable under this policy due to the death of that Life Insured and any applicable risk classification will be adjusted to provide the amount of life insurance that would have been purchased had the Premium been calculated based on the correct age and/or sex and risk classification.

If the date of birth and/or sex of a Life Insured covered by a Rider has been misstated, then the amount payable for the Rider will be the amount that the Premium for that Rider would have purchased based on the correct age and/or sex.

**Non-Participation:**

This policy and any Riders that may be attached to it, are non-participating and therefore will not be eligible for dividends, nor participate in any divisible surplus of the Company.

**Notice/  
Correspondence:**

Any notice or correspondence that is required to be provided to you by the Company will be sent by regular mail, facsimile or electronic mail. We will consider the notices and/or correspondence to be received by you on the 7<sup>th</sup> business day following the day of mailing or transmission.

Any notice or correspondence from you may be sent by regular mail, facsimile or electronic mail (provided a signature is not required) and will be considered received by us on the date we receive it at our Head Office in Waterloo, Ontario.

**Proof of Age:**

Equitable Life requires satisfactory proof of the date of birth of a Life Insured before making any payment under this policy or any Rider.

**Right of Rescission:**

You will have ten (10) calendar days from the date you receive this policy, to cancel it provided you have given us written notice of your request to cancel within the 10 days. If for any reason during that time you want to cancel the contract, any premiums received will be refunded as of the date Equitable Life receives your notice requesting cancellation. This contract will then be considered void from inception.

**Settlement on Death:**

In the event of death of a Life Insured under this policy, before making any payment under this policy, Equitable Life will require the policy and satisfactory proof of:

- (a) the death of a Life Insured;
- (b) the date of birth of the deceased Life Insured;
- (c) the sex of the deceased Life Insured; and
- (d) the claimant's right to receive payment.

**Suicide:**

If a Life Insured dies by suicide, while sane or insane, within two years of the effective date or reinstatement date of an Insurance Coverage(s) or Rider applicable to that Life Insured, Equitable Life will not pay the amount described as the Death Benefit on the Coverage Specifications page(s) of this policy. Equitable Life will return to the Beneficiary(ies) an amount equal to the Premiums paid to the Company applicable to that Insurance Coverage or Rider, less any amounts already paid by the Company. Equitable Life will have no further liability under this policy.

**Limitation Period:**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

## **CLASS OF RISK**

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**Classification of Risk:** Procedural rules and specific requirements have been established by Equitable Life for the evaluation and classification of persons into different "Classes of Risk" based on estimated insurance risk. These Classes of Risk are used in the assessment of the proposed Life Insured(s) and to determine the Premium rates applicable to the different Classes of Risk for amounts of insurance coverages offered.

The Classification of Risk for the basic plan of this policy takes into consideration Standard and Lifestyle Classifications. The applicable risk classifications are determined at the effective date of an Insurance Coverage and are shown on the Coverage Specifications page(s) of this policy.

**Standard Classification:** These are broad classes of persons established by Equitable Life to categorize the anticipated health and insurability of the proposed Life Insured(s). These classes indicate the Premium rates set by Equitable Life for a Standard Classification for the type and amount of insurance coverage provided. A standard or normal mortality risk assessment is 100%. A Class of Risk greater than 100% indicates a higher mortality risk. The Class of Risk will affect the Premium rates. Mortality risk refers to the incidence of death.

**Lifestyle Classification:** Lifestyle Classification enables Equitable Life to provide additional class groupings of persons based on more detailed information pertaining to the health and insurability of the proposed Life Insured(s). Lifestyle Classification risk factors include more specific aspects of family health history, tobacco usage, health and lifestyle of the proposed Life Insured(s), and other information as deemed pertinent by the Company, in conjunction with the type and amount of insurance coverage being applied for. The Lifestyle Classification will affect the Premium rates.

**Premium and  
Changes to Risk  
Classifications:**

In addition to the Standard and Lifestyle Classifications, Equitable Life uses sex, age and the type and amount of insurance coverage applied for in determining the Premium rates. The Death Benefit amount, the Class of Risk, and the Life Classification are shown on the Coverage Specifications page(s) of your policy. The Premium is shown on the Premium Schedule page(s) of your policy.

If you request any amendment to your policy, including an improvement of the risk classification of any coverage, such request is subject to our consent and will be based on our then current administrative practices.

## **PREMIUMS**

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**Premium is the term used to define the money that you pay to Equitable Life for your Term Life Insurance policy.**

**Premiums:** All Premiums are payable to Equitable Life and must be received in our Head Office, in Waterloo, Ontario for the period specified in the Premium Schedule page(s). You may choose to submit your Premium by mail or deliver it in person or by courier. You may also choose to have your Premiums automatically withdrawn from your chequing account with our Pre-Authorized Payment plan (P.A.P.).

The first Premium is due on the Effective Date of the policy. Each Premium due after the first policy Premium is payable on its due date as measured from the Effective Date of the policy.

**Premium Tax:** The Premiums shown on the Premium Schedule page(s) of this policy include a provision for premium tax.

**Grace Period:** After the first Premium payment if you do not pay a Premium on or before its due date, a Grace Period of 31 days will begin on the date the missed Premium was due. During the Grace Period your policy will remain in effect. If Equitable Life does not receive the Premium due under your policy by the end of the Grace Period, your policy lapses, your coverage terminates and Equitable Life will have no further liability under the policy, subject to your rights under "Reinstatement."

If a Life Insured dies during the Grace Period, the portion of any overdue Premium amounts applicable to that Life Insured will be deducted from the Death Benefit payable on the death of that Life Insured.

**Reinstatement:**

- a) If your policy lapses at the end of the Grace Period because a Premium due at the beginning of the Grace Period was not paid, the policy may be reinstated by payment of the overdue Premium within a further period of thirty (30) days after the end of the Grace Period, but only if the Life Insured(s) under the policy is (are) alive at the time payment is made.
- b) If your policy lapses and it is not reinstated under subsection (a), the policy may be reinstated within two (2) years of its lapse upon written application by you and submission of evidence of insurability (according to the then current underwriting guidelines as determined by Equitable Life) pertaining to the Life Insured(s) (based on attained age) that is satisfactory to Equitable Life.

The reinstatement of this policy must be accompanied by the payment of an amount equal to the sum of the following:

- (i) the Premiums that would have been required to maintain the policy in effect from the date of lapse to the date of reinstatement; plus
- (ii) interest due on the above amount.

These amounts will be determined by Equitable Life at the time of request for reinstatement.

The rate of interest to be charged above will be determined by Equitable Life, but will not exceed that permitted under legislation.

## **CHANGES TO INSURANCE COVERAGE**

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***With your Equitable Life Term Life Insurance you can choose to make changes to the Insurance Coverage provided by your policy. The following provides details on the changes you can make and the requirements Equitable Life may need from you to make these changes.***

At any time while this policy is in effect you may request any of the following changes:

- (a) add an insurance coverage, subject to evidence of insurability as determined by the Company;
- (b) a decrease in insurance coverage subject to policy minimums;
- (c) cancellation of a Rider attached to this policy;
- (d) cancellation of an Insurance Coverage;
- (e) substitution of a Life Insured, subject to the following requirements:
  - (i) more than one life is currently a Life Insured under this policy; and
  - (ii) satisfactory evidence of insurability of the proposed substitute Life Insured and the Owner's interest in the life of the proposed substitute Life Insured; and
  - (iii) a fee may be required to cover administrative and underwriting expenses, as determined by the Company.

No other changes may be made.

All changes are subject to receipt of a written request from you at the Head Office of the Company and to terms and conditions determined by Equitable Life at that time.

If this policy contains any Disability Waiver of Premium provision the addition of insurance coverages and/or the substitution of a life insured will only be permitted upon cancellation of the Disability Waiver of Premium provision.

## **SEPARATE POLICY OPTION**

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At any time, you may request that the Insurance Coverage applicable to a Life Insured under this policy be cancelled and a separate policy be issued on that Life Insured. This option will be subject to terms and conditions determined by Equitable Life at that time.

## **TERM CONVERSION AND EXCHANGE OPTION**

*The conversion and exchange options available to you are an important part of your Equitable Life Term Life Insurance policy.*

### **Conversion Option:**

If this policy has 10 Year Renewable & Convertible Term Insurance Coverage or 20 Year Renewable & Convertible Term Insurance Coverage at any time prior to the Policy Anniversary nearest the Life Insured's 71<sup>st</sup> birthday, while this policy is in effect, the Term Insurance Coverage(s) may be converted to any permanent life insurance product issued by Equitable Life at that time, without evidence of insurability upon proper release, and subject to our then current administrative rules and practices. A single life coverage may only convert to another single life coverage on the permanent product.

If this policy has Term 30/65 Insurance Coverage at any time prior to the Policy Anniversary nearest the Life Insured's 60<sup>th</sup> birthday, while this policy is in effect, the Term Insurance Coverage(s) may be converted to any permanent life insurance product issued by Equitable Life at that time, without evidence of insurability upon proper release, and subject to our then current administrative rules and practices. A single life coverage may only convert to another single life coverage on the permanent product.

The completed application for conversion must satisfy any other requirements we may deem necessary for compliance with the provisions of the policy and any applicable laws.

You may convert all or, subject to our consent, a portion of the Term Insurance Coverage as specified under the Death Benefit under the Coverage Specifications page(s) of this policy, provided that the election of a death benefit option does not increase the Insurance Coverage amount. If such a death benefit option is elected, the coverage amount will be subject to the consent of the Company and may be subject to evidence of insurability. The amount of insurance coverage on the permanent product must not exceed the original amount of insurance being converted and must meet the minimum and maximums then required for the amount of insurance coverage, premiums and age by the Company for the product selected. The Life Insured's Class of Risk and Premium rates applicable to any portion of this policy that is not converted may change due to the minimum amount of insurance coverage required to be eligible for certain risk classifications and Death Benefits.

The lifestyle classification will be determined by us using the following table:

<b>Lifestyle Classification</b>	<b>Conversion prior to 10<sup>th</sup> coverage anniversary</b>	<b>Conversions after 10<sup>th</sup> coverage anniversary or to products without preferred risk classifications</b>
Preferred	Similar preferred risk classification, as determined by us	Non-preferred risk classification, as determined by us
Non-preferred	Non-preferred risk classification, as determined by us	Non-preferred risk classification, as determined by us

If you request an improvement of risk classification on conversion, such request will be subject to our consent and based on our then current administrative practices.

The premium required for the converted insurance coverage will be based on our then current premium or cost of insurance rates for the product and insurance amount requested using the Life Insured's sex and attained Age at the date of conversion, with the appropriate Class of Risk established under this Term Conversion Option provision.

If an Insurance Coverage(s) contains any total disability provision then, at your request, the policy you convert to may also contain the same provision, if permitted under the terms of the rider, subject to receipt of evidence of insurability satisfactory to us. Availability of other riders and benefits on the policy you convert to are subject to our then current administrative rules and practices.

If this option is exercised while premiums are being waived under the Disability Waiver of Premium Provision prior to the Policy Anniversary nearest the Life Insured's 65<sup>th</sup> birthday, the premiums will not be waived and will become payable under the converted policy.

If an Insurance Coverage(s) contains any total disability provision and the Life Insured is disabled prior to the Policy Anniversary nearest the Life Insured's 60<sup>th</sup> birthday and the disability continues to the Policy Anniversary nearest the Life Insured's 65<sup>th</sup> birthday, conversion not previously having been requested, the Insurance Coverage(s) will be automatically converted to a permanent life insurance product as determined by us and subject to our then current administrative rules and practices and the premiums for the new policy will be waived while the disability continues.

Any evidence of the Life Insured's health and insurability, which formed part of the Contract on or before the date of conversion, will be deemed to form part of the Contract under which the converted insurance is provided.

If this policy contains any exclusion, a similar exclusion will apply to the converted insurance, along with any limitations to our liability regularly included for the type, amount, and Risk Classification of the converted coverage then issued.

## **TERM CONVERSION AND EXCHANGE OPTION (continued)**

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### **10 Year Renewable & Convertible Term Exchange Option:**

If this policy has a 10 Year Renewable & Convertible Term Insurance Coverage you have the option, while this policy is in effect, to exchange a 10 Year Renewable & Convertible Term Insurance Coverage for a 20 Year Renewable & Convertible Term Insurance Coverage without evidence of insurability, subject to our then current administrative rules and practices.

This option is available commencing on the first anniversary of the effective date of the Insurance Coverage shown on the Coverage Specifications page(s) and ending on the earlier of the 5<sup>th</sup> anniversary and the anniversary nearest the Life Insured's 65<sup>th</sup> birthday, at which time this option expires.

The completed application for exchange must satisfy any other requirements we may deem necessary for compliance with the provisions of the policy and any applicable laws.

You may exchange the full amount of the 10 Year Renewable & Convertible Term Insurance Coverage as specified under the Death Benefit on the Coverage Specifications page(s), or a portion of it, subject to our consent and the minimum amount of insurance required at the time. The amount of the 20 Year Renewable & Convertible Term Insurance Coverage cannot exceed the Insurance Coverage amount specified under the Death Benefit on the Coverage Specifications page(s) for the 10 Year Renewable & Convertible Term Insurance Coverage and must not be less than the minimum required.

Any increases to the amount of Insurance Coverage would be subject to satisfactory evidence of insurability and our then current administrative rules and practices.

The premium required for the exchanged 20 Year Renewable & Convertible Term coverage will be based on our then current 20 Year Renewable & Convertible Term rates and the Insurance Coverage amount requested using the Life Insured's sex and attained Age at the date of exchange. A similar class of risk will apply, as determined by us, as the original 10 Year Renewable & Convertible Term Insurance Coverage being exchanged, subject to our then current administrative rules and practices. If the exchange results in a new policy, the Effective Date of the 20 Year Renewable & Convertible Insurance Coverage will be the date of exchange. If the exchange does not require a new policy, the effective date of the 20 Year Renewable & Convertible Insurance Coverage will be the date of the exchange.

Riders and Benefits issued with the original 10 Year Renewable & Convertible Term Life Insurance policy may be added to a newly exchanged policy subject to availability and our then current administrative rules and practices.

The 10 Year Renewable & Convertible Term Insurance Coverage cannot be exchanged if Premiums are being waived under the Disability Waiver of Premium provision and the exchange option cannot be extended if it expires during the period Premiums are being waived under the Disability Waiver of Premium provision.

Any evidence of the Life Insured's health and insurability, which formed part of the Contract on or before the date of exchange, will be deemed to form part of the Contract under which the exchanged 20 Year Renewable & Convertible Insurance Coverage is provided.

If this policy contains any exclusion, a similar exclusion will apply to the exchanged 20 Year Renewable & Convertible Insurance Coverage, along with any limitations to our liability regularly included for the type, amount, and Class of Risk of the exchanged coverage then issued.

## **BEREAVEMENT COUNSELLING BENEFIT**

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On the death of a Life Insured under this policy and payment of the Death Benefit under one or more Insurance Coverages, Equitable Life will provide a Bereavement Counselling Benefit to the Beneficiary(ies) of this policy. Equitable Life will reimburse the Beneficiary(ies) up to a maximum of \$500.00 toward the cost of counselling expenses, as long as the following rules are adhered to:

- the Beneficiary(ies) submit receipts within 12 months of the date of the first death of the Lives Insured; and
- the counsellor has professional accreditation or certification as determined appropriate by Equitable Life.

Reimbursement is subject to Equitable Life's then current administrative practices.

Regardless of the number of Beneficiaries under this policy only a sum total of \$500.00 will be reimbursed for counselling for all Beneficiaries. Equitable Life will not proportion the distribution of this benefit as per Beneficiary designation. Payment under this benefit will result upon remittance of receipts only.



## SETTLEMENT OPTIONS

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Provided this policy has not been assigned, you may elect, in writing and received at our Head Office in Waterloo, Ontario, that a specified amount of the proceeds payable in one lump sum upon the death of a Life Insured under this policy be applied under one of the following Payment Options, if available and subject to our administrative rules and guidelines in effect at the time the claim becomes payable:

- a) Limited Payments – the specified amount would be paid as monthly income for a limited period of time in the form of an annuity certain, subject to minimum and maximum amounts required by us.
- b) Continuous Payments – the specified amount would be paid as monthly income for the lifetime of the payee in the form of a life annuity or other type of annuity offered by us at the time, subject to minimum and maximum amounts required by us.
- c) Proceeds on Deposit – the specified amount would be left with us for a period as agreed to by us. Interest will accrue on the proceeds at a rate as determined by us from time to time, but is guaranteed never to be negative.
- d) Other Payment – the specified amount would be applied to any other payment option then made available by us.

You may revoke or change your election at any time in writing and received at our Head Office in Waterloo, Ontario.

The beneficiary(ies) entitled to the claims proceeds on the death of a Life Insured may also elect one of the above options with respect to the applicable claims proceeds, unless you have elected otherwise.

The amount of monthly income payable under Options a) or b) shall be an amount calculated by applying the Company's immediate annuity rates in effect on the date the monthly payments begin. The beneficiary(ies) will need to provide us with required personal information to put the annuity into effect. If the effective date of an Insurance Coverage is prior to March 24, 2014, and you elect Option a), b) or c), in no event will the interest rate used in calculating the monthly income under Options a) or b), or interest credited under Option c), be less than 3%.