

The policy is part of a legal insurance contract between the owner and Foresters Life Insurance Company. The insurance contract sets forth, in detail, the rights and obligations for both you and us. Only the actual insurance contract provisions will control. It is important that you read your insurance contract carefully.

If you have questions about this policy or a rider, your understanding of them or about information that you have heard, seen or read relating to them, please call us. Our toll free number is 1-800-828-1540.

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## A Terms used in this policy

The following terms have specific meanings for the purposes of this policy.

**We, us, our** and **The Company** mean Foresters Life Insurance Company.

**You** and **your** mean each owner named in the Policy Specifications, subject to change as described in this policy.

**Administrative rules** means the rules and procedures we establish to facilitate the administration of this policy. We may amend our administrative rules from time to time. Changes we make to our administrative rules will not alter a guarantee or benefit provided by this policy.

**Application** means the application that was signed in relation to this policy and each rider listed in the Policy Specifications.

**Attained age** means an insured person's insurance age plus the number of complete policy years.

**Beneficiary** means each person or entity named, if any, to receive their share of the death benefit payable under this policy.

**Coverage option** means the option you elected for the payment of the death benefit. It is specified in the Policy Specifications. The coverage options that may be available under this policy are Single Life and Joint First-to-die.

**Death benefit** means the amount payable, as described in provision **D 3**, when the designated insured person dies. It is the amount shown in the Policy Specifications unless changed as described in this policy, as shown in our records.

**Designated insured person** means the insured person if the coverage option is Single Life. If the coverage option is Joint First-to-die, the designated insured person is the first insured person to die. The coverage option is shown in the Policy Specifications.

**Evidence of insurability** means the information relied upon by us to determine if an insured person is eligible for insurance or changes described in this policy. It may include medical examinations, doctors' reports, blood and fluid tests, and other evidence of the insured person's health, lifestyle, or financial circumstances.

**Insurance age** means the age of an insured person at his or her birthday nearest to the issue date.

**Insurance class** applies to the group of individuals that satisfy our underwriting criteria related to their health, lifestyle, tobacco usage, family history and other personal history. Based on these criteria, an insured person may be classified as either a smoker or a non-smoker, and in either a preferred plus, preferred or standard insurance class. We determine the insurance class applicable to each insured person and use it to establish the premium. It is shown in the Policy Specifications.

**Insured person** means a person whose life is insured under this policy. Every insured person is named in the Policy Specifications.

**Issue date** means the date that is used to determine other dates or periods of time such as each policy anniversary, policy year, month, monthly processing day, and premium due date. It is shown in the Policy Specifications.

**Monthly processing day** means the same day of the month as the issue date. A change you request to this policy may take effect on the monthly processing day following the date we receive and approve your request. Once set, the monthly processing day cannot be changed.

**Policy** means the written contract between you and us that describes the insurance coverage on each insured person. This policy consists of the cover page bearing the signatures of our authorized officers, the Policy Specifications, the Table of Contents, sections A to E of this document, and each rider.

**Policy anniversary** means the same day and month as the issue date in each subsequent calendar year that this policy remains in effect.

**Policy year** means a year that begins on the later of the issue date or a policy anniversary.

**Premium** means the amount you pay to us in consideration for this policy.

**Rider** means additional insurance coverage that is shown in the Policy Specifications or added to this policy after the issue date, as shown in our records. A rider forms part of the policy, and each reference to policy includes all riders, except as expressly indicated otherwise.

**Rating class** means a classification that we assign to an insured person based on a broad range of criteria we use to determine whether applicants are insurable and under what terms we will make insurance coverage available. The terms under which we offer insurance can include a change in the amount of insurance, the payment of an extra premium, restrictions on the types of benefits we offer, and exclusion of payments based on certain risks or circumstances. If your policy is assigned a rating class that results in an extra premium, it will be shown in the Policy Specifications.

## A Terms used in this policy

**Written request** or **written notice** means a request or notice signed by you and received by us, in a form that is satisfactory to us. A written request is not effective until we have received it at our office. Any policy change you request is subject to each payment made or other action taken by us before your request was received at our office.

**There may be additional definitions provided in the provisions of this policy and each rider.**

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## **B Benefits provided by this policy**

### **B 1 When coverage under this policy begins**

This policy must be in effect for coverage or privileges to be provided under it. The insurance coverage and privileges under this policy begin, and come into effect, on the issue date, if each of the following conditions are met:

- a) At least the first premium was provided on or before the date we delivered this policy to you and that premium is honoured when presented for payment, by the financial institution from which it is to be collected;
- b) There is no change in the insurability of an insured person between the date the application was signed by that insured person and the issue date; and
- c) When required by us, you accept, and if applicable sign and return to us, each amendment, addendum and exclusion, if any, required for this policy to take effect.

### **B 2 When this policy ends**

This policy ends, and is no longer in effect, on the earliest of the following dates:

- a) The date the designated insured person dies;
- b) The date this policy ends under the Conversion Privilege, as described in provision **D 1**;
- c) The date this policy ends under the Exchange Privilege, as described in provision **D 2**;
- d) The effective date of your cancellation, as described in provision **D 6**;
- e) The end of the grace period, if a premium is then still unpaid, as described in provision **C 3**; and
- f) The policy anniversary nearest the insured person's eighty-fifth (85<sup>th</sup>) birthday or, if the coverage option is Joint First-to-die, the policy anniversary nearest the oldest insured person's eighty-fifth (85<sup>th</sup>) birthday. The date this policy expires is specified in the Policy Specifications.

Additionally, this policy will be voided, as if never issued, if voided in accordance with provision **E 2**.

### **B 3 Death benefit**

Payment of the death benefit is subject to the terms and provisions of the entire contract. The death benefit payable will be paid as described in this provision.

If two insured persons die at the same time, or under circumstances that make it uncertain who died first, we will deem a younger insured to have survived an older insured and the oldest such insured person will be deemed the designated insured person.

Upon the death of the designated insured person, each surviving primary beneficiary will be paid their share of the death benefit. That share is shown in the application unless changed, as shown in our records. If a primary beneficiary predeceases the insured, that beneficiary's share will be split among the surviving primary beneficiaries. That split will be based on the ratio of the specified percentages for those surviving beneficiaries to the total percentage for those survivors. If no percentages are specified, then the death benefit will be split equally among the surviving primary beneficiaries.

If no primary beneficiary survives the designated insured person, each contingent beneficiary, if any, surviving the insured, will be paid their share of the death benefit, in the same manner as described above for the primary beneficiary.

If no beneficiary survives the designated insured or if a beneficiary has not been named, this payment will be made to you or your estate.

### **B 4 Supplementary death benefit**

If the coverage option is Joint First-to-die, we will provide interim life insurance coverage on the life of the surviving insured person until the earliest of the following dates:

- a) Sixty (60) days from the date of the designated insured person's death; and
- b) The date a new policy has been issued under the terms of the Survivor Privilege, as described in provision **D 3**.

If the surviving insured person dies during this period of interim life insurance coverage, we will pay a supplementary death benefit equal to the maximum death benefit that would have been payable if a new policy had been issued under the terms of the Survivor Privilege, excluding the benefits provided under each rider.

The payment of the supplementary death benefit is subject to the same terms as the death benefit, as described in provisions **B 5**, **B 6** and **B 7**.

## **B Benefits provided by this policy**

### **B 5 When we will pay a death benefit**

Subject to the terms and provisions of the entire contract, we will pay the death benefit payable upon the death of an insured person only after we receive the information we might request to evaluate and approve the claim. This includes evidence we consider sufficient to establish:

- a) That the insured person died while this policy was in effect;
- b) The cause and circumstances of the death;
- c) The age of the insured person;
- d) The smoking habit of the insured person on the date this policy took effect; and
- e) The right of the claimant to be paid.

These requirements also apply to the benefit payable under each rider.

### **B 6 When we will adjust a death benefit**

If premium is due at the time of death, we will deduct it from the death benefit. If the date of birth or sex of an insured person has been stated incorrectly, we reserve the right to increase or decrease the death benefit payable to the amount that would have been provided by the premium paid using the correct age or sex. We may calculate the correct amount payable at any time after the misstatement of age or sex is discovered.

### **B 7 When we will not pay a death benefit**

We will not pay a death benefit if an insured person commits suicide, while sane or insane, within two (2) years from the date this policy took effect or within two (2) years from the last reinstatement date. We will instead refund the premiums paid for this policy, from the later of the issue date of this policy or the date of the last reinstatement, without interest, to you.

We will not pay a death benefit or other policy benefit if we contest as described in provision **E 2**.

### **B 8 Bereavement assistance benefit**

When a death benefit is payable upon the death of the designated insured person, we will reimburse up to \$1,000 in counselling expenses to the beneficiaries subject to our administrative rules and the following conditions:

1. The counsellor is licensed by an appropriate federal or provincial licensing authority or has a professional accreditation or certification we consider satisfactory.
2. The beneficiaries submit receipts for counselling expenses to us within twelve (12) months of the date the designated insured person died. If the death benefit under this policy is payable to an estate or trust, receipts for counselling expenses should be submitted by the executor, administrator or liquidator of the estate, or the trustee.
3. Eligible counselling expenses will be reimbursed upon remittance of receipts up to a maximum of \$1,000, without regard to the number of beneficiaries. If we receive receipts from more than one beneficiary and the sum of the receipts exceeds \$1,000, we reserve the right to determine how the benefit will be divided among those beneficiaries at our sole discretion.

## **B Benefits provided by this policy**

### **B 9 Charity Benefit**

**Eligible beneficiary** means an organization registered as a charity with the Canada Revenue Agency.

Subject to the terms and conditions of the entire contract, if the death benefit under this policy is payable we will also pay a Charity Benefit under this provision. Payment of the Charity Benefit will be made to the eligible beneficiary designated for this benefit.

The Charity Benefit amount will be equal to the lesser of 1% of the death benefit in effect on the date of death of the designated insured person and \$100,000.

The Charity Benefit will only be paid if an eligible beneficiary for this benefit has been designated, as shown in our records, prior to, and is in effect on, the date of death of the designated insured person. An eligible beneficiary can be designated, or if designated can be changed, at any time prior to the date of death of the designated insured person. We may, but are not obligated to, confirm that the designated organization meets the eligible beneficiary definition.

If this benefit becomes payable and we determine that the beneficiary designated for this benefit either no longer exists or is no longer an eligible beneficiary, then we will allow the owner or, if the owner is the designated insured person, the owner's representative, the opportunity to designate another organization, that meets the eligible beneficiary definition, to receive this benefit. We reserve the right to determine the owner's representative for purposes of this provision. If the owner or owner's representative, as applicable, does not make this designation within 90 days of our notifying them of this opportunity, then no Charity Benefit will be paid.

If an eligible beneficiary designation is not in effect on the date of death of the designated insured person, then no Charity Benefit will be paid.

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## **C Paying premiums**

### **C 1 Our premium guarantee**

Premium amounts are shown in the Policy Specifications and are guaranteed provided this policy remains in effect and you do not request a change to this policy. We may offer you different guaranteed premiums if you exercise one of the following options:

1. You reduce the death benefit of this policy by exercising a partial conversion, as described in provision **D 1**.
2. You request a change to the insurance class applicable to an insured person, as described in provision **D 4**, and we approve it.
3. You reduce the death benefit of this policy, or you reduce the death benefit of a term rider before the fifth (5th) policy anniversary, as described in provision **D 5**.

Each premium includes a policy fee for the administration of this policy. The policy fee is shown in the Policy Specifications and is guaranteed not to change unless you change the premium payment frequency.

### **C2 When premiums must be paid**

The first premium is due on the issue date. If we do not receive the first premium while each insured person is alive, or if the first premium is not honoured, this policy will not come into effect.

Subsequent premium due dates are determined by the premium payment frequency in effect, as requested in the application or as shown in our records. Other than the first premium, each premium must be paid on, or before, its due date. Subject to our administrative rules, you may change the frequency of premium payments by written request and with our consent. Contact us to find out what payment frequencies are available. We reserve the right to discontinue the payment frequency that is in effect for this policy. We also reserve the right to charge an administrative fee when a premium payment is returned unpaid by the financial institution from which it was to be collected.

### **C 3 Grace period for paying premiums**

If a premium is not paid by its due date, this policy is in default. Other than the first premium, we allow a grace period of thirty-one (31) days after the premium due date for payment of each premium. If the premium is still unpaid at the end of a grace period, this policy automatically ends and is no longer in effect.

If the designated insured person dies during a grace period and before the premium is paid, we will deduct the outstanding premium from the death benefit payable.

### **C 4 Reinstating this policy after it has ended due to non-payment of premium**

If this policy ends due to non-payment of premium, as described in provision **C 3**, you can reinstate it by paying the overdue premiums to us within thirty (30) days of the date this policy ends, if each insured person is still living when we receive this payment. Subsequently, this policy may be reinstated subject to the following conditions:

1. You must make a written request for reinstatement, received by our office within two (2) years after the policy ends due to nonpayment of premium and prior to the policy anniversary nearest the oldest insured person's eighty-fifth (85th) birthday.
2. You must submit evidence of insurability for each insured person. We may decline to reinstate if an insured person does not qualify for the insurance class or rating class under which they were originally approved, as determined by us.
3. You must pay each overdue premium from the due date of the first overdue premium to the reinstatement date, with interest at a rate we determine.
4. We reserve the right to request payment of a fee we set from time to time for underwriting expenses. We will advise you of the amount of this fee before we process your request.
5. The death benefit, and the benefits provided by each rider, will be in the same amount as they were on the date this policy ended.
6. If this policy is reinstated, the two (2) year period for the suicide exclusion and for contesting the validity of this policy begin anew from the date of reinstatement, as described in provisions **B 7** and **E 2** respectively.

## D Exercising your options under this policy

### D 1 Conversion Privilege

You may convert the death benefit, in whole or in part, to a permanent life insurance plan without evidence of insurability, subject to our administrative rules and the following conditions:

1. You must submit a written request for conversion to us.
2. Premiums must be paid to the effective date of the conversion.
3. The conversion must occur prior to the policy anniversary nearest the insured person's seventy-first (71<sup>st</sup>) birthday. If the coverage option is Joint First-to-die, the conversion for every insured person must occur prior to the policy anniversary nearest the oldest insured person's seventy-first (71<sup>st</sup>) birthday. The date this Conversion Privilege expires is specified in the Policy Specifications.
4. This policy cannot be converted while premiums are being waived under a Waiver of Premium Benefit rider, unless the conversion takes place on the date this Conversion Privilege ends. In that event, the new policy will be the permanent plan with the lowest annual premium we offer you for conversion.
5. A partial conversion of the death benefit must meet the conditions as described in provision **D 5** and will reduce this policy's death benefit by the amount converted to the new policy.

If you convert the full death benefit, this policy will end on the date the new policy takes effect under this Conversion Privilege.

The following conditions will apply to the new policy:

1. The new policy will be a permanent life insurance plan we then offer you for conversion. However, we reserve the right to exclude from the new policy each provision or rider that provides for an increasing insurance risk amount without evidence of insurability.
2. Policy years under the new policy will be calculated from the issue date of the new policy.
3. The conditions and provisions of the new policy will apply from the date the new policy takes effect, except that our right to contest the validity of the new policy and the two (2) year exclusion for suicide, described in provisions **E 2** and **B 7** respectively of this policy, will continue to apply from the later of the effective date or the last date of reinstatement of this policy.
4. The evidence of insurability as well as each exclusion that applies to this policy on or before the effective date of conversion will become part of the new policy.
5. The death benefit under the new policy cannot exceed the death benefit under this policy at the time of conversion and is subject to the minimum amount we allow for the new insurance plan.
6. If the coverage option is Joint First-to-die, you can convert the death benefit to either a new Joint First-to-die policy or several Single Life policies. The total of the death benefits under each new Single Life policy cannot exceed the death benefit of this policy.
7. Each rider included in this policy may be included in the new policy if we offer it with the new insurance plan. A new rider may be included in the new policy only with our consent and may be subject to evidence of insurability.
8. The premium rates applicable to each insured person under the new policy will be based on:
  - a) The amount of insurance under the new policy;
  - b) The insured person's attained age on the effective date of conversion;
  - c) The premium rates then in effect for the new insurance plan;
  - d) The insured person's rating class used in calculating the premiums for this policy and
  - e) The insured person's applicable insurance class used in calculating the premiums for the new policy.
9. An insured person's applicable insurance class will be the standard class that corresponds to the insured person's smoking habit if:
  - a) The new plan does not offer preferred classes; or
  - b) The insured person's applicable insurance class under this policy is standard; or
  - c) The conversion occurs after the first ten (10) policy years.

If the new insurance plan offers preferred classes and the conversion occurs within the first ten (10) policy years, each insured person's premium rate under the new policy will be based on the insurance class for which the underwriting criteria are most similar to the insurance class applicable under this policy, as determined by us.



## D Exercising your options under this policy

### D 2 Exchange Privilege

If this policy is a Term 10 insurance plan, you may exchange it in its entirety for a Term 20 or Term 30 policy if offered by us at the time of exchange. If this policy is a Term 20 insurance plan, you may exchange it in its entirety for a Term 30 policy if offered by us at the time of exchange. Alternatively, you may exchange a portion of the death benefit under this policy as described above, if the balance of the death benefit is being converted under the terms of the Conversion Privilege, as described in provision **D 1**. This Exchange Privilege is available on or after the second (2<sup>nd</sup>) policy anniversary, and will be processed without evidence of insurability, subject to our administrative rules and the following conditions:

1. You must submit a written request for exchange to us, no sooner than thirty (30) days before the second (2<sup>nd</sup>) policy anniversary.
2. Premiums must be paid to the effective date of the exchange.
3. If you are requesting an exchange for a Term 20 policy, the exchange must occur prior to the earlier of the fifth (5th) policy anniversary, and the policy anniversary nearest the insured person's sixtieth (60th) birthday. If the coverage option is Joint First-to-die, the exchange for every insured person must occur prior to the earlier of the fifth (5th) policy anniversary, and the policy anniversary nearest the oldest insured person's sixtieth (60th) birthday.
4. If you are requesting an exchange for a Term 30 policy, the exchange must occur prior to the earlier of the fifth (5th) policy anniversary, and the policy anniversary nearest the insured person's fifty-fifth (55th) birthday. If the coverage option is Joint First-to-die, the exchange for every insured person must occur prior to the earlier of the fifth (5th) policy anniversary, and the policy anniversary nearest the oldest insured person's fifty-fifth (55th) birthday.
5. This policy cannot be exchanged if it was issued under the Exchange Privilege of a previous term insurance policy.
6. This policy cannot be exchanged while premiums are being waived under a Waiver of Premium Benefit rider. This Exchange Privilege cannot be extended should the privilege expire while premiums are being waived.

This policy will end on the date the new policy takes effect under this Exchange Privilege. The following conditions will apply to the new policy:

1. The new policy will be the Term 20 or Term 30 insurance plan we offer at the time of the exchange.
2. Policy years under the new policy will be calculated from the issue date of the new policy.
3. The conditions and provisions of the new policy will apply from the date the new policy takes effect, except that our right to contest the validity of the new policy and the two (2) year exclusion for suicide, described in provisions **E 2** and **B 7** respectively of this policy, will continue to apply from the later of the effective date or the last date of reinstatement of this policy.
4. The evidence of insurability as well as any exclusion that applies to this policy on or before the effective date of exchange will become part of the new policy.
5. The death benefit under the new policy cannot exceed the death benefit under this policy at the time of exchange and is subject to the minimum amount we allow for the new insurance plan.
6. If the coverage option is Joint First-to-die, you can exchange this policy for either a new Joint First-to-die policy or several Single Life policies. The total of the death benefits under each new Single Life policy cannot exceed the death benefit of this policy.
7. Each rider included in this policy may be included in the new policy if we offer it with the new insurance plan. A new rider may be included in the new policy only with our consent, and may be subject to evidence of insurability.
8. The premium rates applicable to each insured person under the new policy will be based on:
  - a) The death benefit under the new policy;
  - b) The insured person's attained age on the effective date of the exchange;
  - c) The premium rates then in effect for the new insurance plan;
  - d) The insured person's rating class used in calculating the premiums for this policy; and
  - e) The insured person's applicable insurance class used in calculating the premiums for this policy.

If the preferred classes under the new insurance plan differ from those available with this insurance plan, each insured person's premium rate under the new policy will be based on the insurance class for which the underwriting criteria are most similar to the insurance class applicable under this policy, as determined by us.

## **D Exercising your options under this policy**

### **D 3 Survivor Privilege**

If the coverage option is Joint First-to-die, the surviving insured person may, upon the designated insured person's death, exercise the Conversion Privilege described in provision **D 1**, subject to its terms and the following conditions:

- a) This privilege must be exercised prior to the policy anniversary nearest the surviving insured person's seventy-first (71<sup>st</sup>) birthday.
- b) The surviving insured person must submit a written request to us for this conversion, within sixty (60) days of the death of the designated insured person. The first premium for the new policy must also be paid within this period.

### **D 4 Changing the insurance class applicable to an insured person**

You may submit a written request after this policy is in effect to change an insured person's insurance class from a smoker class to a non-smoker class. We will consider such a request no more than once per year. If we approve the change, it will take effect on the monthly processing day following the date we have approved your request. This request is subject to our administrative rules and the following conditions:

1. We offer non-smoker premium rates at the time of your request.
2. You submit evidence we consider satisfactory as to the smoking habit of the insured person, including our smoking habits declaration. The insured person must meet our definition of a non-smoker at the time of the request.
3. You submit a completed non-medical declaration of health for the insured person in a form acceptable to us, as well as other medical evidence we might request, and such form and evidence is satisfactory to us.
4. We reserve the right to request payment of a fee we set from time to time for underwriting expenses. We will advise you of the amount of this fee before we process your request.

You may also request that we change the insurance class applicable to an insured person to a preferred or preferred plus class. We will consider such a request after the first policy anniversary and no more than once per year. If we approve the change, it will take effect on the monthly processing day following the date we have approved your request. We will approve this request subject to our administrative rules and the following conditions:

1. You submit a completed non-medical declaration of health for the insured person in a form acceptable to us, as well as other medical evidence we might request, and such form and evidence is satisfactory to us.
2. If the coverage option is Joint First-to-die, we reserve the right to request evidence we consider satisfactory as to the health of each insured person.
3. We reserve the right to request payment of a fee we set from time to time for underwriting expenses. We will advise you of the amount of this fee before we process your request.

A change of insurance class will be effective on the monthly processing day following the date we have approved your request. We will adjust the premiums effective on that day, based on the insurance age in effect on the issue date.

## **D Exercising your options under this policy**

### **D 5 Reducing the death benefit**

You may request that we reduce the death benefit, subject to our administrative rules and the following conditions:

1. Premiums are paid to the effective date of the reduction.
2. The reduced death benefit will be effective on the monthly processing day following the date we have received and recorded your written request. We will adjust the premiums effective on that day. The minimum decrease allowed is \$10,000, and the remaining death benefit must not be less than the minimum specified in our administrative rules.
3. If you reduce the death benefit to \$500,000 or less, the applicable insurance class will be the standard class that corresponds to the smoking habit of each insured person.
4. The premium rate is guaranteed based in part on the insurance class and the death benefit amount applicable to each insured person under this policy including term riders. If you reduce the death benefit of this policy at any time, or if you reduce the death benefit of a term rider attached to this policy before the fifth (5th) policy anniversary, we may increase or decrease the premium rate in accordance with our administrative rules.

### **D 6 Cancelling this policy or a rider**

You can cancel this policy or a rider by written request to us.

If the last monthly premium was paid by its due date, the effective date of your cancellation will be the monthly processing day following the date we receive and record your request to cancel. If the last monthly premium was not paid by its due date and remains outstanding, the effective date of your cancellation will be the date we receive and record your written request to cancel.

If the premium payment frequency is annual, the effective date of your cancellation will be the monthly processing day following the date we receive and record your request to cancel, and we will refund the unused portion of the annual premium.

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## **E More information about this policy**

### **E 1 This policy is a contract between you and Foresters Life Insurance Company**

The entire contract between you and us consists of:

- a) This policy;
- b) The application and the evidence of insurability you provided;
- c) Each subsequent application we approve for reinstatement, to add a rider, or to exercise an option under this policy; and
- d) Any amendment, endorsement, exclusion or other documents we attach to, or that form part of, this policy.

Any statement that is not attached to, or does not form part of, this policy does not bind us, and no agent or person other than an authorized officer of Foresters Life Insurance Company can modify this policy. Each such modification must be clearly expressed in writing and signed by two of our officers authorized for this purpose.

If we fail to enforce a policy provision, we reserve the right to enforce that provision in the future.

This policy is non-participating. It does not share in the distribution of our surplus or profits. This policy has no cash value and does not pay dividends.

### **E 2 When we will contest the validity of this policy**

We have the right to contest the validity and void this policy, and to deny the payment of the death benefit or other policy benefit or privilege, if you or an insured person have incorrectly stated, misrepresented or failed to disclose a material fact in any of the following:

- a) The application;
- b) A medical examination; or
- c) A written statement or answer provided as evidence of insurability.

Provided the requirements for this policy to come into effect are met, as described in provision **B 1**, and if this policy has been in effect for two (2) years during the lifetime of every insured person then we will not contest the validity of this policy on the basis stated above except for fraud. If this policy is reinstated, this provision will also apply from the date this policy is reinstated with respect to statements and representations made in the application for reinstatement, a medical examination, or a statement provided as evidence of insurability in respect of that reinstatement.

Similarly, except for fraud, we will not contest insurance coverage that has been added or changed, on the basis of statements and representations made in the application for that addition or change, a medical examination, or a statement provided as evidence of insurability in respect of that addition or change after that addition or change has been in effect for two (2) years during the lifetime of the insured person.

We can contest and void this policy at any time for fraud. We can also contest at any time a benefit based on total disability due to injury or sickness. If the policy is contested for fraud, we will not refund premiums paid.

### **E 3 Your rights and privileges as the policy owner**

As the owner of this policy, you may exercise the rights and privileges this policy provides to you while it is in effect. These rights include:

- a) Changing the frequency of premium payments, as described in provision **C 2**;
- b) Exercising the Conversion and Exchange Privileges, as described in provisions **D 1 and D 2**;
- c) Reducing the death benefit, as described in provision **D 5**;
- d) Cancelling this policy or a rider, as described in provision **D 6**;
- e) Naming a beneficiary, as described in provision **E 4**; and
- f) Transferring the ownership of this policy, as described in provision **E 5**.

If there is more than one owner, the owners must exercise their rights and privileges unanimously. Your rights and privileges may be limited by the terms and provisions of this policy, by applicable law, or by the rights of an assignee or irrevocable beneficiary.

If you are not an insured person and you die while this policy is in effect, your interest in this policy will transfer to the person identified, if any, as your contingent owner in the later of the application and the last change of contingent owner filed with us. You may name or change a contingent owner while this policy is in effect by filing a written request with us.

## **E More information about this policy**

### **E 4 Naming a beneficiary**

Each initial beneficiary, if any, is named in the application. You may name a new beneficiary for this policy or a rider, where applicable, by filing a written change of beneficiary request with us. If you have named an irrevocable beneficiary, you will need his or her written consent to change that beneficiary designation except where otherwise prescribed by law. Once the change is received at our office, the change will be effective as of the date you signed the request, whether or not each insured person is alive when we received the request.

### **E 5 Transferring ownership of this policy**

You can transfer ownership of this policy to another person or entity by filing a form with us that changes the ownership. This is known as an absolute assignment. If you have named an irrevocable beneficiary, you will need his or her written consent to transfer ownership except where otherwise prescribed by law. We are not bound by an assignment until we receive the form at our office, and we are not responsible for its effect or validity.

Once received at our office, it will be effective the date you signed the form, subject to a different effective date specified in that form, whether or not you and each insured person is alive when we receive the form and is subject to each payment or action taken by us before we received it.

### **E 6 Currency**

The amounts payable under this policy, either to us or by us, are payable in Canadian dollars.

### **E 7 Applicable law**

The rights and obligations under this policy will be governed by the laws of the province or territory where the policy was made, as well as applicable federal laws. The policy is made in the jurisdiction where you signed the application in the absence of evidence to the contrary. This policy will be governed by the laws of Quebec where the owner resides in Quebec and that owner either signed the application in Quebec or the policy was delivered in Quebec to that owner. Conflict of laws rules will not apply.

### **E 8 Limitation of action**

No action shall be taken with respect to this policy in a court of law unless the action is started within two (2) years from the time the cause of action arose, or three (3) years in Quebec, or such longer time period provided by applicable law.

### **E 9 Notifications**

Notifications we send to you about this policy will be deemed received by you if sent to your last address shown in our records. You must notify us of a change in address for you. Notifications about this policy may, with your consent, be sent or provided to you by electronic means. Every notification, designation and request that you make to us must be signed by you, in a form acceptable to us, and received, by a method acceptable to us, at our head office or any other office we designate for the purpose of receiving it. If permitted by and subject to our administrative practices in effect at that time, notifications, designations and requests made by you to us may be by electronic means.

## Accidental Death Benefit Rider

This rider forms part of the policy, and comes into effect when the policy comes into effect as described in policy provision **B1**. If a provision of this rider is inconsistent with another policy provision, the provision of this rider will prevail.

### Terms used in this rider

**Accident** means a violent, external incident that is sudden, involuntary and unforeseen, causing bodily injury directly and independently of another cause.

**Insured person** means a person whose life is insured under this rider, as shown in the Policy Specifications.

### Accidental Death Benefit

The accidental death benefit for the insured person is shown in the Policy Specifications, subject to change as shown in our records.

Subject to the policy provisions, we will pay the accidental death benefit to the beneficiary upon the death of the insured person when the death occurs:

- a) Solely as a direct result of an accident that occurs while this rider is in effect;
- b) Within three hundred and sixty-five (365) days of that accident; and
- c) While insurance under this rider is in effect for that insured person.

The accidental death benefit payable is in addition to the death benefit payable under this policy.

If the death benefit is reduced under policy provision **D 5**, we reserve the right to reduce the accidental death benefit in accordance with our administrative rules.

### When we will not pay a death benefit under this rider

We will not pay the accidental death benefit if the death of the insured person results, either directly or indirectly, from any of the following:

- a) A natural cause, illness, disease, bodily or mental infirmity, or medical or surgical treatment;
- b) An injury where there is no visible contusion or wound on the exterior of the body, except in the case of drowning or internal injuries revealed by an autopsy;
- c) Infection, other than septic infection occurring through and at the time of an accidental cut or wound;
- d) Suicide, attempted suicide or intentionally self-inflicted injury, whether sane or insane;
- e) The commission or attempted commission by the insured person of a criminal offence, whether or not the insured person is charged with an offence, or for provocation of an assault;
- f) An event related to the operation of heavy machinery, a motor vehicle or other conveyance while the concentration of alcohol and/or tetrahydrocannabinol (THC) in the blood exceeds the legal limit for operating a motor vehicle in the jurisdiction where that event occurred;
- g) An event, illness or treatment related to the excessive or repeated or persistent use of alcohol;
- h) An event, illness or treatment related to the voluntary ingestion of an illegal drug, or to the use, inhalation or ingestion of an illicit substance;
- i) An event related to the administration, injection or taking of a drug, hypnotic or narcotic, unless administered on the advice of, and at the frequency and dosage prescribed by, a physician or, in the case of a legal non-prescribed drug, as recommended by the drug manufacturer;
- j) Poisoning or inhalation of gas or fumes, whether voluntary or involuntary;
- k) Mountaineering, climbing, scuba diving or driving or riding in an air, land or water vehicle in a race, speed or endurance contest;
- l) Sky diving, gliding, parachuting, BASE jumping, ultra-lighting, parasailing or bungee jumping;
- m) Travel in an aircraft other than as a fare-paying passenger on a fully licensed passenger carrying aircraft on a regularly scheduled flight. Descent from an aircraft in flight will be deemed to be part of such a flight; or
- n) War or act of war, whether declared or not, or service as a combatant or non-combatant in the military, naval or air force of any country.

## Accidental Death Benefit Rider

### When this rider ends

This rider ends on the earliest of the following dates:

- a) The policy anniversary nearest the seventieth (70th) birthday of the insured person;
- b) The date the insured person dies;
- c) The effective date of your cancellation, as described in policy provision **D 6**; and
- d) The date this policy ends, as described in policy provision **B 2**.

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## Children's Term Insurance Rider

This rider forms part of the policy, and comes into effect when the policy comes into effect as described in policy provision **B1**, or as shown in the notification we sent to you with this rider if it is added to the policy after the issue date.

If a provision of this rider is inconsistent with another policy provision, the provision of this rider will prevail.

### Insured child

An insured child means a child who is at least fifteen (15) days old, and is:

- a) A child, step-child or legally adopted child of an insured person, who has been named in the application for this rider, and has not been excluded from coverage under this rider by an endorsement to this policy; or
- b) Born to an insured person after the date of the application for this rider; or
- c) Legally adopted by, or becomes a step-child or comes under the legal guardianship of, an insured person after the date of the application for this rider but prior to the child's eighteenth (18th) birthday.

A child born to or legally adopted by an insured person, or who becomes a step-child or comes under the legal guardianship of an insured person while this rider is in effect, is automatically covered from the age of fifteen (15) days upon written request advising us while the child is alive of the child's name and date of birth. The premium for this rider does not change when additional children are insured.

### Death benefit

This rider's death benefit is shown in the Policy Specifications, or in the notification we sent to you with this rider if it is added to the policy after the issue date, as shown in our records.

Subject to the entire contract, we will pay this rider's death benefit to each insured person, in equal shares, when an insured child dies while this rider is in effect.

### When we will not pay a death benefit under this rider

We will not pay this rider's death benefit if the death of an insured child results, either directly or indirectly, from suicide, attempted suicide or intentionally self-inflicted injury, whether sane or insane, within two (2) years from the date this rider took effect or within two (2) years from the last reinstatement date. This rider will remain in effect, according to its terms, for each surviving insured child.

### Conversion Privilege

You may convert an insured child's coverage under this rider to a permanent policy insuring the life of that insured child, without evidence of insurability, subject to the following conditions:

1. The conversion must occur while this rider is in effect and premiums are paid to the effective date of conversion.
2. You must submit a written request for conversion to us after that insured child's twentieth (20th) birthday, but no later than that insured child's twenty-fifth (25th) birthday.

If the designated insured person dies before that insured child's twenty-fifth (25th) birthday, you must submit a written request for conversion to us within sixty (60) days of the death of the designated insured person.

Coverage for an insured child under this rider will end on the date the new policy, on the life of that insured child, takes effect under this Conversion Privilege.

The following conditions will apply to the new policy:

1. The new policy will be a permanent life insurance plan we then offer you for conversion. However, we reserve the right to exclude from the new policy each provision or rider that provides for an increasing insurance risk amount without evidence of insurability.



## Children's Term Insurance Rider

2. Policy years under the new policy will be calculated from the issue date of the new policy.
3. The conditions and provisions of the new policy will apply from the date the new policy takes effect, except that the two (2) year exclusion for suicide, described above in this rider, will continue to apply in regard to the insured child from the later of the effective date or the last date of reinstatement of this rider.
4. The evidence of insurability as well as each exclusion that forms a part of this rider on or before the date of conversion will become part of the new policy.
5. The death benefit under the new policy cannot be less than the minimum amount we allow for the new plan of insurance, and it cannot exceed the lesser of ten (10) times this rider's death benefit and \$250,000. The combined death benefit for conversions issued by us under the Children's Term Insurance riders on an insured child cannot exceed \$250,000.
6. The premium rates applicable to the insured child under the new policy will be based on the following:
  - a) The amount of insurance under the new policy;
  - b) The insured child's attained age at the time of conversion;
  - c) The premium rates then in effect for the new insurance plan; and
  - d) The insured child's applicable insurance class used in calculating the premiums for the new policy. The insured child's applicable class will be the standard smoker class unless you submit evidence we consider satisfactory as to the smoking habit of the insured child. The insured child must meet our definition of a non-smoker at the time of the request.
7. Riders may be included in the new policy only with our consent, and may be subject to evidence of insurability.

### When insurance for an insured child ends

Insurance for an insured child under this rider ends on the earliest of the following dates:

- a) The child's twenty-fifth (25th) birthday;
- b) The date the child is approved for a new policy under the Conversion Privilege;
- c) The date the child dies; and
- d) The date this rider ends.

### When this rider ends

This rider ends, and is no longer in effect, on the earliest of the following dates:

- a) The date the last insured child dies;
- b) The date the last insured child is approved for a new policy under the Conversion Privilege;
- c) The policy anniversary nearest the last insured child's twenty-fifth (25th) birthday;
- d) The effective date of your cancellation, as described in policy provision **D 6**; and
- e) The date insurance under this policy ends, as described in policy provision **B 2**.

## Renewable and Convertible Term Insurance Rider

This rider forms part of the policy, and comes into effect when the policy comes into effect as described in policy provision **B1**. If a provision of this rider is inconsistent with another policy provision, the provision of this rider will prevail.

### Terms used in this rider

**Beneficiary** means each person or entity named, if any, to receive their share of the rider benefit payable, as described in this rider's death benefit provision.

**Death benefit** means the amount paid under this rider when the insured person dies. It is the amount shown under this rider for the insured person in the Policy Specifications unless it is changed, as shown in our records.

**Insured person** means a person whose life is insured under this rider, as shown in the Policy Specifications.

### Death benefit

Subject to the policy provisions, we will pay to each beneficiary, if any, their share of this rider's death benefit when the insured person dies while this rider is in effect.

If you request a reduction to the amount of this rider's death benefit, the reduction will be subject to the terms described in policy provision **D 5**.

### Conversion Privilege

You may convert the death benefit, in whole or in part, to a permanent life insurance plan without evidence of insurability, subject to our administrative rules and the following conditions:

1. You must submit a written request for conversion to us.
2. Premiums must be paid to the effective date of the conversion.
3. The conversion must occur prior to the policy anniversary nearest the insured person's seventy-first (71<sup>st</sup>) birthday. The date this Conversion Privilege expires is specified in the Policy Specifications.
4. The death benefit cannot be converted while premiums are being waived under a Waiver of Premium Benefit rider, unless the conversion takes place on the date this Conversion Privilege ends. In that event, the new policy will be the permanent plan with the lowest annual premium we offer you for conversion.
5. A partial conversion of the death benefit must meet the conditions as described in policy provision **D 5** and will reduce this rider's death benefit by the amount converted to the new policy.

If you convert the full death benefit, this rider will end on the date the new policy takes effect under this Conversion Privilege.

The following conditions will apply to the new policy:

1. The new policy will be a permanent life insurance plan we then offer you for conversion. However, we reserve the right to exclude from the new policy each provision or rider that provides for an increasing insurance risk amount without evidence of insurability.
2. Policy years under the new policy will be calculated from the issue date of the new policy.
3. The conditions and provisions of the new policy will apply from the date the new policy takes effect, except that our right to contest the validity of the new policy and the two (2) year exclusion for suicide, described in policy provisions **E 2** and **B 7** respectively of this policy, will continue to apply from the later of the effective date or the last date of reinstatement of this rider.
4. The evidence of insurability that applies to this rider, as well as each exclusion that applies to this rider, on or before the effective date of conversion, will become part of the new policy.
5. The death benefit under the new policy cannot exceed the death benefit under this rider at the time of conversion and is subject to the minimum amount we allow for the new insurance plan.
6. A new rider may be included in the new policy only with our consent and may be subject to evidence of insurability.

## Renewable and Convertible Term Insurance Rider

7. The premium rates applicable to the insured person under the new policy will be based on:
  - a) The amount of insurance under the new policy;
  - b) The insured person's attained age on the effective date of conversion;
  - c) The premium rates then in effect for the new insurance plan;
  - d) The insured person's rating class used in calculating the premiums for this rider; and
  - e) The insured person's applicable insurance class used in calculating the premiums for the new policy.
  
8. An insured person's applicable insurance class will be the standard class that corresponds to the insured person's smoking habit if:
  - a) The new plan does not offer preferred classes; or
  - b) The insured person's applicable insurance class under this policy is standard; or
  - c) The conversion occurs after the first ten (10) policy years.

If the new insurance plan offers preferred classes and the conversion occurs within the first ten (10) policy years, the insured person's premium rate under the new policy will be based on the insurance class for which the underwriting criteria are most similar to the insurance class applicable under this policy, as determined by us.

### Exchange Privilege

If this rider is a Term 10 insurance plan, you may exchange it in its entirety for a Term 20 or Term 30 policy if offered by us at the time of exchange. If this rider is a Term 20 insurance plan, you may exchange it in its entirety for a Term 30 policy if offered by us at the time of exchange. Alternatively, you may exchange a portion of the death benefit under this rider as described above, if the balance of the death benefit is being converted under the terms of the Conversion Privilege.

This Exchange Privilege is available on or after the second (2<sup>nd</sup>) policy anniversary, and will be processed without evidence of insurability, subject to our administrative rules and the following conditions:

1. You must submit a written request for exchange to us, no sooner than thirty (30) days before the second (2<sup>nd</sup>) policy anniversary.
2. Premiums must be paid to the effective date of the exchange.
3. If you are requesting an exchange for a Term 20 policy, the exchange must occur prior to the earlier of the fifth (5<sup>th</sup>) policy anniversary, and the policy anniversary nearest the insured person's sixtieth (60<sup>th</sup>) birthday.
4. If you are requesting an exchange for a Term 30 policy, the exchange must occur prior to the earlier of the fifth (5<sup>th</sup>) policy anniversary, and the policy anniversary nearest the insured person's fifty-fifth (55<sup>th</sup>) birthday.
5. This rider cannot be exchanged while premiums are being waived under a Waiver of Premium Benefit rider. This Exchange Privilege cannot be extended should the privilege expire while premiums are being waived.

This rider will end on the date the new policy takes effect under this Exchange Privilege. The following conditions will apply to the new policy:

1. The new policy will be the Term 20 or Term 30 insurance plan we offer at the time of the exchange.
2. Policy years under the new policy will be calculated from the issue date of the new policy.
3. The conditions and provisions of the new policy will apply from the date the new policy takes effect, except that our right to contest the validity of the new policy and the two (2) year exclusion for suicide, described in policy provisions **E 2** and **B 7** respectively of this policy, will continue to apply from the later of the effective date or the last date of reinstatement of this policy.
4. The evidence of insurability that applies to this rider, as well as each exclusion that applies to this rider, on or before the effective date of exchange, will become part of the new policy.
5. The death benefit under the new policy cannot exceed the death benefit under this rider at the time of exchange and is subject to the minimum amount we allow for the new insurance plan.
6. A new rider may be included in the new policy only with our consent, and may be subject to evidence of insurability.

## Renewable and Convertible Term Insurance Rider

7. The premium rates applicable to the insured person under the new policy will be based on:
- The death benefit under the new policy;
  - The insured person's attained age on the effective date of the exchange;
  - The premium rates then in effect for the new insurance plan;
  - The insured person's rating class used in calculating the premiums for this rider; and
  - The insured person's applicable insurance class used in calculating the premiums for this rider.

If the Preferred classes under the new insurance plan differ from those available with this insurance plan, the insured person's premium rate under the new policy will be based on the insurance class for which the underwriting criteria are most similar to the insurance class applicable under this rider, as determined by us.

### Survivor Privilege

If the insured person survives the designated insured person, the surviving insured person may, upon the death of the designated insured person, exercise the Conversion Privilege described above, subject to its terms and the following conditions:

- This privilege must be exercised prior to the policy anniversary nearest the surviving insured person's seventy-first (71<sup>st</sup>) birthday.
- The surviving insured person must submit a written request to us for this conversion, within sixty (60) days of the death of the designated insured person. The first premium for the new policy must also be paid within this period.

### When this rider ends

This rider ends, and is no longer in effect, on the earliest of the following dates:

- The policy anniversary nearest the insured person's eighty-fifth (85<sup>th</sup>) birthday;
- The date the insured person dies;
- The date this rider ends as described under this rider's Conversion Privilege;
- The date this rider ends as described under this rider's Exchange Privilege;
- The effective date of your cancellation, as described in policy provision **D 6**; and
- The date this policy ends, as described in policy provision **B 2**.

## Waiver of Premium Benefit Rider

This rider forms part of the policy, and comes into effect when the policy comes into effect as described in policy provision **B1**. If a provision of this rider is inconsistent with another policy provision, the provision of this rider will prevail.

### Terms used in this rider

**Appropriate physician's care** means the most appropriate treatment by a physician, according to existing standards of medical practice, for the injury or sickness which is the cause of the insured person's disability.

**Injury** means bodily harm, loss or damage sustained as a direct result of an accident while this rider is in effect.

**Insured person** means a person who is insured under this rider, as shown in the Policy Specifications.

**Physician** means an individual who is legally licensed to practice medicine or surgery in Canada or the United States or other jurisdiction we may approve, and who is acting within the scope of that license. Physician cannot be an insured person, an owner, or a relative or business associate of either an insured person or owner.

**Sickness** means an illness or disease that first manifests itself while this rider is in effect, or before this rider takes effect but only if we have been fully and accurately advised in the application, or otherwise in writing, as shown in our records, before this rider takes effect, of the information known or reasonably available to you regarding the insured person's sickness, including his or her symptoms.

**Total disability** or **totally disabled** means that, due directly to injury or sickness and independently of another cause, the insured person is unable to perform the essential duties of his or her regular occupation, is not engaged in another gainful occupation, and is receiving appropriate physician's care.

After the payment of premiums has been waived for a period of twenty-four (24) months during any one period of total disability, then total disability means that, due directly to injury or sickness and independently of another cause, the insured person is unable to engage in a gainful occupation for which he or she is reasonably fitted by education, training or experience, and continues to be under appropriate physician's care.

### Waiver of Premium Benefit

When the insured person has been continuously totally disabled for at least six (6) months, we will waive the monthly premiums while the insured person is totally disabled, starting with the first monthly premium due after the date total disability began. Total disability must begin while this rider is in effect and prior to the policy anniversary nearest the insured person's sixtieth (60th) birthday.

We must receive proof of the insured person's total disability before we waive a premium. To keep your policy in effect, you should continue to pay premiums on each premium due date while the insured person is totally disabled and before a premium may be waived. If a claim is approved, the total premium paid during this six (6) month period will be refunded.

### Claiming the Waiver of Premium Benefit

We must receive written notice of claim within sixty (60) days from the onset of total disability, while this rider is in effect and while the insured person is still living. We must then receive, within six (6) months from the onset of total disability, evidence we consider sufficient to establish the total disability. We will supply the forms required for notice of claim and proof of claim upon request.

Failure to give notice of claim or to provide evidence to support a claim within the periods of time prescribed above does not necessarily invalidate that claim if notice and proof of claim are submitted within one (1) year of the onset of total disability, and it can be demonstrated to us that it was not reasonably possible to provide these within the prescribed periods.

If the policy ends due to non payment of premium as described in policy provision **C 3** and while the insured person is totally disabled, a claim under this rider will not be invalid because the policy ends. However, you must reinstate the policy before we will approve the claim, as described in policy provision **C 4**. If the claim under this rider is otherwise valid, it will be allowed on reinstatement.

### Proof of Continuing Total Disability

During the first two (2) years of total disability, as often as we require, we may request proof that the insured person continues to be totally disabled. As part of this proof, we may require the insured person to be examined by a physician of our choice, as often as we require. After this two (2) year period, if we deem the total disability to be permanent, proof and a medical examination will not be required more than once a year.

## Waiver of Premium Benefit Rider

### When the Waiver of Premium Benefit begins and ends

Subject to the policy provisions, we will waive the monthly premiums starting with the first monthly premium due after the date total disability began. If the premium payment frequency is annual, we will change it to a monthly premium payment frequency.

The waiver of premium will end on the monthly processing day following the earliest of:

- a) The date the insured person is no longer totally disabled;
- b) The date we determine that the insured person has failed to attend a medical exam when we requested it; and
- c) The date we determine that the insured person has failed to provide proof that he or she is totally disabled when we requested it.

### Recurrence of total disability

If the insured person ceases to be totally disabled, and subsequently becomes totally disabled within ninety (90) days of the last total disability, we will consider this a recurrence of total disability only if we determine that the subsequent total disability is related to the last total disability. If we approve a claim for a recurrence of total disability, we will waive premiums effective the next monthly processing day. If we determine that the subsequent total disability is not a recurrence of the last total disability, the insured person will be required to give notice and proof of disability as if no prior total disability had existed. No premiums will be waived until the insured person has again been continuously totally disabled for six (6) months, as described in this rider.

### Continuing benefits beyond age sixty

If an insured person is totally disabled and we are waiving the monthly premium at the policy anniversary nearest his or her sixtieth (60th) birthday, we will continue to waive the premium under the terms of this rider while the insured person remains totally disabled and the policy remains in effect.

### When we will not waive premiums

We will not waive premiums if the insured person's total disability resulted, either directly or indirectly, from any of the following:

- a) Attempted suicide or intentionally self-inflicted injury, whether sane or insane;
- b) The commission or attempted commission by the insured person of a criminal offence, whether or not the insured person is charged with an offence, or for provocation of an assault;
- c) An event related to the operation of heavy machinery, a motor vehicle or other conveyance while the concentration of alcohol and/or tetrahydrocannabinol (THC) in the blood exceeds the legal limit for operating a motor vehicle in the jurisdiction where that event occurred;
- d) Excessive or repeated or persistent use of alcohol, or an event, illness or treatment related to the repeated or persistent use of alcohol;
- e) An event, illness or treatment related to the voluntary ingestion of an illegal drug, or to the use, inhalation or ingestion of an illicit substance;
- f) An event, illness or treatment related to the administration, injection or taking of a drug, hypnotic or narcotic, unless administered on the advice of, and at the frequency and dosage prescribed by, a physician or, in the case of a legal non-prescribed drug, as recommended by the drug manufacturer;
- g) Poisoning or inhalation of gas or fumes, whether voluntary or involuntary;
- h) Normal pregnancy or childbirth. Disabling complications of pregnancy or childbirth are not excluded; or
- i) A condition, sickness or activity that we have excluded by name or specific description in an endorsement or amendment to this policy.

We will not waive or refund the premiums that became due more than one (1) year prior to our receipt of written notice of claim. If total disability begins during the grace period, as described in policy provision **C 3**, and a premium is in default, we will not waive the payment of that premium.

## Waiver of Premium Benefit Rider

### When this rider ends

This rider ends, and is no longer in effect, on the earliest of the following dates:

- a) The policy anniversary nearest the sixtieth (60th) birthday of the insured person or, if the coverage option is Joint First-to-die, the policy anniversary nearest the oldest insured person's sixtieth (60th) birthday;
- b) The effective date of your cancellation, as described in policy provision **D 6**; and
- c) The date this policy ends, as described in policy provision **B 2**.

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