

Whole life insurance

Sample policy contract pages

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DEFINITIONS

The following are definitions of some of the terms used in your Equimax whole life 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.

Age:	means the age of the Life Insured on his or her nearest birthday.
Beneficiary(ies):	means the person(s) designated by the Owner to receive the Death Benefit proceeds in the event of the death of the Life Insured under this Equimax whole life 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.
Business Day:	means any day other than Saturday and Sunday and all applicable statutory holidays in the province that the Company's Head Office is located.
Class of Risk:	means the Company's mortality risk assessment of the Life Insured. It is based upon our review of the application for insurance and all medical and other information received by the Company. A standard or normal risk assessment is 100%. A Class of Risk greater than 100% indicates a higher mortality risk. The Class of Risk will affect the Premium applicable to the policy. Mortality refers to the incidence of death.
Company:	The terms "we", "our", "us", "Equitable Life" and "Company" mean The Equitable Life Insurance Company of Canada.
Date Policy Takes Effect:	<p>means the later of:</p> <ul style="list-style-type: none"> (a) either: (i) in Quebec, the date Equitable Life accepts the policy without modification; or (ii) in provinces other than Quebec, the date the policy is delivered to you; and (b) the date the full amount of the first Premium has been paid to the Company; <p>provided that no change has taken place in the insurability of any Life Insured under this policy between the date the application for life insurance was signed by the Life Insured and the date the policy was delivered to you.</p>
Description of Benefits:	means the schedule of benefits associated with the Life Insured as shown on the Description of Benefits page(s) of this policy.
Effective Date:	means the date specified for each Insurance Coverage on the Description of Benefits page(s).
First Policy Year Begins:	means the date specified on the Policy Specifications page.
Indebtedness:	means outstanding Policy Loans and Automatic Premium Loans and includes any unpaid interest owing for those loans.
Insurance Coverage:	means the different benefits that apply under this Equimax whole life policy and are shown on the Description of Benefits page(s) and in the Premium Schedule and includes the Equimax benefit, as well as any benefits added through the available Riders.

DEFINITIONS (continued)

Life Insured:	means the person for whom the life insurance associated with this policy is applicable. The Life Insured may or may not be the Owner of this Equimax whole life policy.
Owner:	means 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 Insured under this policy.
Owner Signature Date:	means the date the Owner signed the application for this policy, or, if there is more than one Owner, the latest of the dates that the Owners signed the application for this policy.
Policy Anniversary:	means the same day and month each year as the First Policy Year Begins date of this policy shown on the Policy Specifications page. Policy years and policy months are also measured from the First Policy Year Begins date of this policy.
Premium:	means the amounts paid to Equitable Life for this Equimax whole life policy.
Rider:	means an additional benefit applied for and issued by us as shown on the Description of Benefits 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 Equimax whole life policy.

GENERAL PROVISIONS

The following are General Provisions applicable to your Equimax whole life 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 as allowed under laws that apply.

Contract: This Equimax whole life Contract consists of the following documents:

- this policy and any documents attached to the policy when issued
- 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 Date Policy Takes Effect.

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.

Exclusion of the

Death Benefit - Suicide: Equitable Life will not pay any Death Benefit if the Life Insured dies by suicide, regardless of the mental state of the Life Insured, within two (2) years from the later of:

- (i) the Date Policy Takes Effect; and
- (ii) the last Reinstatement date of this policy.

Equitable Life will return to the Beneficiary(ies) a limited amount equal to the Premium paid to the Company applicable to that Insurance Coverage(s), less any outstanding policy loans (including interest), less any withdrawals made since the First Policy Year Begins date, and less any other amounts already paid by the Company. Equitable Life will have no further liability under this policy.

GENERAL PROVISIONS (continued)

Incontestability: Failure to disclose a fact or the misrepresentation of a fact in the application for life insurance, medical examination, or any statement or answers provided 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 later of:

- (a) the Date Policy Takes Effect; and
- (b) the last Reinstatement date of this policy,

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 or amended Insurance Coverages effective after the Date Policy Takes Effect will be considered to be incontestable (with the exception of fraud) only after the additional or amended Insurance Coverage has been in effect for two (2) years from the later of:

- (1) the date the additional or amended Insurance Coverage took effect; and
- (2) the last Reinstatement date of 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.

Misstatement of Age or Sex:

If the date of birth and/or sex of the Life Insured have been misstated, the amount payable under this policy due to the death of that Life Insured 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.

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

**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 7th Business Day following the day of mailing or on the 1st Business Day following electronic 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.

Participating:

This policy, excluding any Riders that may be attached to this policy, is a participating policy of the Company. As a participating policy, it is eligible to participate in the distributable earnings of the participating account in the form of dividends at each Policy Anniversary. Dividends are not guaranteed. They are subject to change, and will vary based on the actual investment returns in the participating account as well as mortality, expenses, lapse, claims experience, taxes and other experience of the participating block of policies. Each year the Company's Board of Directors determines, in its sole discretion, the amount of distributable earnings, if any, to be paid to participating policyholders in the form of dividends in accordance with the Company's Dividend Policy.

GENERAL PROVISIONS (continued)

- Proof of Age:** Equitable Life requires satisfactory proof of the date of birth of the 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 it within the 10 days. If for any reason during that time you want to cancel the Contract, any Premium received will be refunded as of the date Equitable Life receives your notice requesting cancellation. This policy will then be considered void from inception.
- Settlement on Death:** In the event of death of the 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 the 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.
- Smoking Classification:** If the Life Insured has been classified as a smoker, at any time, subject to our administrative rules and guidelines, you may request that the Smoking Classification be changed to a non-smoker classification by providing a written declaration to Equitable Life that provides satisfactory evidence to qualify the Life Insured as a non-smoker. Equitable Life reserves the right to require evidence of good health before approving a change in Smoking Classification.
- If the Life Insured was under the Age of eighteen (18) on the First Policy Year Begins date of this policy we will classify them as non-smoker.

DEATH BENEFIT

An important part of your Equimax whole life insurance policy is the Death Benefit provided to the Beneficiary(ies).

Death Benefit: The Death Benefit will be payable to the Beneficiary(ies) provided this policy is in effect as of the date of death of the Life Insured. The proceeds payable are calculated as of the date of the death of the Life Insured under this policy.

The Death Benefit will be equal to the following:

- a) the total Insurance Amount as shown on the Description of Benefits page(s); plus
- b) any additional participating paid-up insurance purchased by dividends; plus
- c) the Cash Value of any Dividends On Deposit with Equitable Life plus accrued interest; plus
- d) any Rider benefits payable on the Life Insured; less
- e) any Premium which is currently due; less
- f) any Indebtedness under the policy;

or, the Death Benefit will be the amount of insurance provided under the Reduced Paid-Up Insurance option, if that option is in effect.

On the First Policy Year Begins date of this policy, the initial Equimax Death Benefit will be the total Insurance Amount as shown on the Description of Benefits page(s) of this policy.

PREMIUM

Premium is the term used to define the money that you pay to Equitable Life for your Equimax whole life policy.

Premium Schedule: is the section of your policy Contract that shows the amount of Premium payable for each Insurance Coverage under your policy.

Premium(s): 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).

The first Premium is due on the First Policy Year Begins date shown on the Policy Specifications page(s) of the policy.

Premium Type: If your policy has been issued with the Equimax Life Pay premium option (shown in the Premium Schedule), Premiums for the Equimax Insurance Coverage are payable to the last Policy Anniversary date shown in the Premium Schedule. If the policy is still in effect at the last Policy Anniversary date shown in the Premium Schedule, the Equimax Insurance Coverage will become paid up and no further Premiums for the Equimax Insurance Coverage under this policy would be due.

If your policy has been issued with the Equimax 20 Pay premium option (shown in the Premium Schedule), Premiums for the Equimax Insurance Coverage are payable for 20 years from the Effective Date of the Equimax Insurance Coverage shown on the Description of Benefits page(s). If, after 20 years, the policy is still in effect, the Equimax Insurance Coverage will become paid up and no further Premiums for the Equimax Insurance Coverage under this policy would be due.

If your policy has been issued with the Equimax 10 Pay premium option (shown in the Premium Schedule), Premiums for the Equimax Insurance Coverage are payable for 10 years from the Effective Date of the Equimax Insurance Coverage shown on the Description of Benefits page(s). If, after 10 years, the policy is still in effect, the Equimax Insurance Coverage will become paid up and no further Premiums for the Equimax Insurance Coverage under this policy would be due.

PREMIUM (continued)

Premiums for Riders: If your policy has been issued with any additional Riders, as shown on the Description of Benefits page(s) of this policy, Premiums are payable for these additional Riders as shown in the Premium Schedule. Premiums for these additional Riders may be required to be paid even if no further Premiums are required for the Equimax Insurance Coverage under this policy.

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

Grace Period: A Grace Period of 31 days, measured from the date a Premium is due, is permitted for payment in full of the Premium 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 amounts applicable to that Life Insured will be deducted from the Death Benefit payable on the death of that Life Insured.

Automatic Premium Loan:

If a Premium is not paid when due and remains unpaid for 31 days, and the policy has a Cash Value an Automatic Premium Loan will be used to pay the Premium. With the Automatic Premium Loan, the Company will use the Cash Value to advance the Premium amount due as a loan against the policy.

While unpaid Premium will become Indebtedness under the policy, you may choose to restart paying your Premium at any time while this policy is in effect. Unless specified as a loan repayment, any amounts submitted to Equitable Life will be applied to pay the current Premium due.

When the Cash Value is no longer sufficient to support an Automatic Premium Loan, the policy will lapse as set out under Grace Period. Upon policy lapse, your Insurance Coverage will terminate and Equitable Life will have no further liability under the policy subject to your rights under Reinstatement.

Any amount advanced through Automatic Premium Loan shall be Indebtedness under the policy, bearing interest from the date the Premium was due. Interest will be charged on Automatic Premium Loans at a rate as set by the Company from time to time and accrue daily from the effective date of the loan. At each Policy Anniversary, if the interest due on your Automatic Premium Loan is not paid, Equitable Life will add the interest due to the balance of your loan and interest will be charged on the entire Indebtedness under your policy. At any time, while this policy is in effect, you may repay all or a part of the amounts owed on the policy subject to a minimum amount as determined by us.

If, at any time while this policy is in effect, the total Indebtedness under this policy, including accrued interest, exceeds the Cash Value, this policy will lapse, your Insurance Coverage will terminate and Equitable Life will have no further liability under the policy subject to your rights under Reinstatement.

On death of the Life Insured under this policy, the outstanding Automatic Premium Loan balance plus any accrued interest shall be deducted from the Death Benefit payable.

PREMIUM (continued)

Reinstatement:

a) If your Equimax whole life insurance 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 person whose life was insured under the policy is alive at the time payment is made.

b) If your Equimax whole life insurance 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 (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 Premium 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; plus
- (III) any Indebtedness under this policy.

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.

POLICY VALUES

Equimax whole life insurance provides you with some values that are guaranteed. The Table of Guaranteed Values page(s) in your policy shows the guaranteed values available at the applicable Anniversary Date.

Guaranteed

Cash Value: The Cash Value shown in the Table of Guaranteed Values page(s) is the Guaranteed Cash Value associated with your policy.

Cash Value: is equal to the Guaranteed Cash Value as set out in the Table of Guaranteed Values page(s) less any Indebtedness to Equitable Life, increased by the cash value of any dividends credited to this policy. Dividends are not guaranteed. Should you request to surrender your policy, the Cash Value will be paid to you within thirty (30) days of receipt of your written request to surrender. However, we reserve the right to defer payment for a period up to six (6) months after the date we receive your request to surrender. If we defer payment for thirty (30) days or more, we will add interest, at an interest rate determined by us, calculated from the date we receive your request to surrender.

Reduced Paid-Up Insurance:

Your policy also has a guaranteed Reduced Paid-Up Insurance value as shown in the Table of Guaranteed Values page(s). Under this option, provided there is a value shown in the Reduced Paid-Up Insurance column in the Table of Guaranteed Values at the applicable Anniversary Date, you can elect, in writing to continue your policy as paid-up life insurance with no further Premiums required.

The Insurance Coverage will be for a reduced amount, and will be at least equal to the Reduced Paid-Up Insurance amount as set out in the Table of Guaranteed Values page(s) at the applicable Anniversary Date.

Any Riders attached to this policy will terminate as at the effective date of the change to Reduced Paid-Up Insurance.

Once the Reduced Paid-Up Insurance option is elected the option cannot be changed. The Reduced Paid-Up Insurance policy is eligible to receive dividends. The dividend option that will apply to your Reduced Paid-Up Insurance policy will be determined by us at the time the request is received to change the policy to Reduced Paid-Up Insurance, and will be subject to our administrative rules and guidelines in effect at the time.

Please note that electing the Reduced Paid-Up Insurance option may have tax consequences and may result in your policy becoming non-exempt and your policy may be subject to income tax.

The option for Reduced Paid-Up Insurance may not be available depending on the Basic Insurance Amount you purchased for the Equimax Insurance Coverage.

DIVIDENDS

An important part of your Equimax whole life insurance policy is the dividends your policy is eligible to earn.

This policy is a Participating policy, which means it is eligible to participate in the distribution of surplus in the form of dividends at each Policy Anniversary. Dividends are not guaranteed. They are subject to change, and will vary based on the actual investment returns in the participating account as well as mortality, expenses, lapse, claims experience, taxes and other experience of the participating block of policies. Dividends are payable at the sole discretion of the Company's Board of Directors.

On the application for life insurance for this policy, you elected that dividends be applied under one of the following Dividend Options. If you did not elect a Dividend Option on the application, dividends will be applied to your policy based on the endorsement attached to this policy. You may request to change your Dividend Option by providing us with written request indicating the new option. Any change in Dividend Option is subject to our administrative rules and guidelines in effect at the time, and may require proof of continued good health and insurability of the Life Insured. Changes to the Enhanced Protection Dividend Option are not permitted.

Dividend Options:

- Paid In Cash:** Under this dividend option, any dividends credited annually will be paid directly to you in cash. Dividends paid in cash may have tax consequences and you may have to report all or a portion of received payments as income for tax purposes.
- Premium Reduction:** Under this dividend option, any dividends credited annually will be applied to reduce the current policy Premium. If in the future, dividends payable are sufficient to pay your entire Premium, the excess, if any, will be paid directly to you in cash. Dividends paid in cash may have tax consequences and you may have to report all or a portion of received payments as income for tax purposes.
- Paid-Up Additions:** Under this dividend option, any dividend credited annually will be used to purchase participating paid-up insurance, which shall be payable at the same time as the Death Benefit.
- On Deposit:** Under this dividend option, any dividend credited annually will be deposited with Equitable Life. The dividend deposited with the Company will accumulate with compound interest at a rate as set by the Company from time to time. Interest earned will be reported as interest income to you each year.
- Enhanced Protection:** Under this dividend option, any dividend credited annually will be used to purchase an amount of One-Year Term Insurance, with the insurance to begin on the Policy Anniversary on which the dividend was credited. If the dividend credited was greater than the amount required to purchase the One Year Term Insurance, any remaining amount shall be used to purchase participating paid-up insurance in accordance with the Paid-Up Additions Dividend Option.

One-Year Term Insurance:

One-Year Term Insurance is additional non-participating insurance payable at the death of the Life Insured during the first policy year, or any subsequent policy year for which it is purchased. The amount of One-Year Term Insurance in the first policy year is provided automatically and is equal to the Initial Enhancement Amount as specified on the Description of Benefits page(s) of this policy. The One-Year Term Insurance is not eligible for dividends and has no cash surrender value.

The amount of One-Year Term Insurance in subsequent years shall be the lesser of:

- a) the amount that the dividend will purchase; and
- b) the Initial Enhancement Amount less any participating paid-up insurance in effect.

Once the Initial Enhancement Amount less any participating paid-up insurance in effect is equal to zero and the purchase of One-Year Term Insurance is no longer required, any dividends credited will be used to purchase participating paid-up insurance in accordance with the Paid-Up Additions Dividend Option.

DIVIDENDS (continued)**Enhanced Protection (continued):****Lifetime Enhancement Guarantee:**

Under the Enhanced Protection dividend option this policy has the Lifetime Enhancement Guarantee provision on the amount of One-Year Term Insurance.

The Lifetime Enhancement Guarantee means, during the lifetime of this policy, in which the Enhanced Protection Option is in effect, provided that all required Premiums are paid, and that there has not been any surrender of paid-up insurance for its cash value, Equitable Life guarantees that the amount of the One-Year Term Insurance will be equal to the Initial Enhancement Amount less any additional participating paid-up insurance in effect. This guarantee terminates upon the surrender of paid-up insurance for its cash value at any time.

This Lifetime Enhancement Guarantee provision will also automatically terminate if any of the following occurs:

- a) the policy lapses;
- b) the policy is surrendered for Reduced Paid-Up Insurance; or
- c) the Dividend Option is changed to any option other than Enhanced Protection after issue.

If any participating paid-up insurance purchased with dividends is surrendered for its cash value at any time, other than for the purchase of One-Year Term Insurance as described above, the Initial Enhancement Amount will be reduced by an amount equal to the face amount of the additional participating paid-up insurance surrendered. The reduction of the Initial Enhancement Amount will be permanent.

The Initial Enhancement Amount is dependent on the Age, sex and Class of Risk of the Life Insured. If the date of birth or sex of the Life Insured has been misstated, the Initial Enhancement Amount shall be adjusted according to what would have been purchased had the Initial Enhancement Amount been calculated based on the correct Age and sex.

Conversion:

At any time prior to the Policy Anniversary nearest the Life Insured's 71st birthday, while the Enhanced Protection Dividend Option is in effect, all or a portion of the amount of One-Year Term Insurance in effect under the Enhanced Protection Dividend Option, may be converted without evidence of insurability to a permanent life insurance coverage issued by the Company at the time of conversion and subject to administrative rules and guidelines in effect at that time.

The new policy may not be for an amount of insurance greater than the amount of One-Year Term Insurance in effect under the Enhanced Protection Dividend Option at the time of conversion and must meet the minimums and maximums then required by us for the amount of insurance coverage, premiums and age for the product selected. Premiums and/or cost of insurance charges for the new insurance coverage will be based on the attained Age of the Life Insured, at the rates in effect at that time for a similar Class of Risk as determined by us at the time of conversion. If you request an improvement of risk classification on conversion, such request is subject to our consent and our administrative rules and guidelines in effect at that time.

If the new policy is to contain any Riders, evidence of insurability satisfactory to the Company may be required.

If Premiums are being waived for this Equimax policy under the provisions provided by a disability waiver of premium benefit and the One-Year Term Insurance is converted, premiums will not be waived and will be payable for the new converted policy.

DIVIDENDS (continued)

Enhanced Protection - Conversion (continued):

The amount of One-Year Term Insurance in effect under the Enhanced Protection Dividend Option will be reduced by the amount converted. The reduction will be applied to the Initial Enhancement Amount as described in the Enhanced Protection provisions above.

When all of the One-Year Term Insurance has been converted, the Dividend Option will be changed from Enhanced Protection to Paid-Up Additions and any existing participating paid-up insurance in effect at that time shall be applied in accordance with the Paid-Up Additions Dividend Option. Any dividends credited will be used to purchase participating paid-up insurance in accordance with the Paid-Up Additions Dividend Option.

SAMPLE

ACCESSING YOUR POLICY VALUES

Policy Loans:

At any time while this Equimax whole life policy is in effect, provided it has Cash Value and subject to our administrative rules and guidelines in effect at the time, you may request a Policy Loan from Equitable Life using the policy as security for repayment of the loan.

The maximum amount you may borrow of the then current Cash Value will be subject to our administrative rules and guidelines in effect at the time the loan is requested; however, the amount of the loan cannot be greater than ninety percent (90%) of the available Cash Value less any existing Indebtedness under this policy.

Taking a Policy Loan against the Cash Value in your Equimax whole life policy may have tax consequences and may be subject to income tax.

A Policy Loan will only be granted after Equitable Life has received a completed loan application. Normally, we will make the loan within thirty (30) days after the completed loan application has been received at our Head Office, in Waterloo, Ontario. However, we reserve the right to defer the loan for up to six (6) months.

Interest will be charged on Policy Loans at a rate as set by us from time to time and will accrue daily from the effective date of the loan.

At each Policy Anniversary, if the interest due on your Policy Loan is not paid, Equitable Life will add the interest due to the balance of your loan and interest will be charged on the entire Indebtedness under your policy. At any time, while this policy is in effect, you may repay all or a part of the amounts owed on the policy subject to a minimum amount as determined by us.

If, at any time while this policy is in effect, the total Indebtedness under this policy, including accrued interest, exceeds the Cash Value, this policy will lapse, your Insurance Coverage will terminate and Equitable Life will have no further liability under this policy subject to your rights under Reinstatement.

On death of the Life Insured under this policy, any outstanding Policy Loan balance plus any accrued interest will be deducted from the Death Benefit.

Accessing the cash value generated by dividends:

Depending on the Dividend Option you have elected with your Equimax whole life policy, you have the ability to access the additional cash value generated by dividends. Dividends are not guaranteed. It is important to note that surrendering paid-up insurance for its cash value or withdrawing cash value from dividends left on deposit with Equitable Life may have tax consequences and may be subject to income tax.

Surrender of paid-up additions:

If you have elected Paid-Up Additions or Enhanced Protection as the Dividend Option under this policy, you may request a surrender of participating paid-up insurance purchased by dividends at any time, provided it has not been applied under another provision contained in this policy. You will receive the cash value associated with the participating paid-up insurance you are surrendering.

It is important to note that you will forfeit the Lifetime Enhancement Guarantee associated with the Enhanced Protection Dividend Option upon the surrendering of participating paid-up insurance to support a cash withdrawal.

Dividends left on deposit:

If you have elected On Deposit as the Dividend Option under this policy, you may withdraw the cash value of the dividends left on deposit with Equitable Life plus accrued interest at any time, provided it has not been applied under another provision contained in this policy.

LIVING BENEFIT

The Living Benefit allows you to apply for a payment from the Cash Value of this policy if the Life Insured becomes disabled from a severe mental or physical impairment as described below.

Any payment for the Living Benefit will be withdrawn from the Cash Value of your policy, which will reduce the Death Benefit of your policy. Any payment for the Living Benefit will be withdrawn first from any non-guaranteed cash value generated by dividends, if applicable, then from the guaranteed cash value. Any payment for the Living Benefit withdrawn from the guaranteed cash value will result in a reduction to the Basic Insurance Amount shown on the Description of Benefits page of your policy.

If you have elected the Enhanced Protection dividend option, payment of the Living Benefit will void the Enhancement Guarantee that applies to your policy.

The Living Benefit may be paid out subject to the following conditions and our administrative rules and guidelines in effect at the time of the payment:

- (a) one Living Benefit payment per policy will be permitted in any policy year;
- (b) the minimum and maximum Living Benefit payment in any policy year will be subject to our administrative rules and guidelines in effect at the time of the payment; and
- (c) any fees that may apply for withdrawals made under the Living Benefit will be subject to our administrative rules and guidelines in effect at the time of the payment.

A Living Benefit payment may not be available if you assigned this policy or if you have made an irrevocable beneficiary designation for the proceeds of this policy. A Living Benefit payment may not be available if the Life Insured has been assessed as a substandard health risk.

You may be able to take a Living Benefit payment upon written authorization to Equitable Life of the assignee or the irrevocable beneficiary, subject to our administrative rules and guidelines in effect at that time and the then current income tax legislation.

Qualifying to receive the Living Benefit payment does not guarantee that your policy will remain in effect. If you have not elected Waiver of Premium as an additional Rider with this policy on the Life Insured for whom this Living Benefit payment applies, or if the Waiver of Premium Rider has expired, has been terminated or the Life Insured does not meet all conditions for the benefit of the Waiver of Premium Rider, you must continue to make sufficient Premium payments in order to keep your policy in effect.

If you elect to take 100% of the Cash Value of your policy as a Living Benefit payment your policy will terminate and Equitable Life will have no further liability under this policy.

LIVING BENEFIT (continued)

In order to receive the Living Benefit payment, you must provide at your own expense evidence in writing satisfactory to Equitable Life from a medical practitioner, who is qualified and licensed in Canada, of the exhibited severe physical or mental impairment of the Life Insured. The Life Insured must be living at the time you apply for the Living Benefit payment. The impairment must have existed for a period of at least 90 days and:

- (a) must markedly restrict the ability of the Life Insured to perform any one of the following basic activities of daily living:
 - (i) perceiving, thinking and remembering;
 - (ii) feeding and dressing himself or herself;
 - (iii) speaking so as to be understood, in a quiet setting, by another person familiar with the Life Insured;
 - (iv) hearing so as to understand, in a quiet setting, another person familiar with the Life Insured;
 - (v) eliminating (bowel or bladder functions); or
 - (vi) walking;
 - or (b) (i) must prevent that Life Insured, if normally employed, from performing the essential duties of his or her occupation or employment; or
 - (ii) must prevent that Life Insured, if not normally employed, from performing the essential duties of any occupation or employment for which he or she is qualified or could reasonably become qualified by reason of education; training or experience; or
 - (iii) must prevent that Life Insured, if normally responsible for the maintenance of a home or care of immediate family members, from performing the essential duties of maintaining that home or caring for those individuals;
- and the impairment under sub-paragraph (a) or (b) above must arise from one or more of the following:
- AIDS (Acquired Immune Deficiency Syndrome) or HTLV-III and/or HIV infection,
 - Alzheimer's Disease,
 - Cancer or Tumour,
 - Coronary Artery Disease, Myocardial Infarction, or Congestive Heart Failure
 - Chronic Kidney Failure, or Chronic Liver Disease,
 - Loss of a Limb,
 - Neuromotor disease,
 - Muscular Dystrophy,
 - Paralysis, paraplegia, or quadriplegia,
 - Receipt of a major organ transplant,
 - Third degree burns over more than 50% of the body,
 - Multiple Sclerosis,
 - Hepatitis,
 - Stroke, with or without paralysis,
 - Huntington's Chorea;
- or (c) has resulted in the total and permanent loss of sight in both eyes, or the use of both hands, or the use of both feet, or the use of one hand and one foot;
 - or (d) either the impairment or the illness or injury that caused the impairment is expected by the medical practitioner to result in the death of that Life Insured within 24 months of the date of diagnosis.

Pre-existing Conditions:

No Living Benefit will be payable if we determine that a Life Insured, who would have otherwise qualified for the Living Benefit, had that disability at the First Policy Year Begins date or the last reinstatement date of this policy. That determination will be based on the conditions specifically identified in, or that can reasonably be inferred to have existed at that time from, the application, a related declaration of health, or other information required by Equitable Life.

Exclusions:

No Living Benefit will be payable if a Life Insured's disability arises directly or indirectly from:

- a) suicide attempt or self-inflicted injury, regardless of the mental state of the Life Insured;
- b) committing or attempting to commit a criminal offence; or
- c) normal pregnancy or childbirth.

Taxation:

As of the First Policy Year Begins date of this policy the Income Tax Act (Canada) and Regulations provide that a disability benefit is not considered a disposition of an interest in a life insurance policy. Therefore as of the First Policy Year Begins date of this policy disability benefits are not subject to income tax. However, Equitable Life offers no guarantee that a Living Benefit payment will not be subject to income tax at the time it is made. Furthermore, it may not always be in your best interest to take a Living Benefit payment, should the Income Tax Act (Canada) and Regulations change in the future.

BEREAVEMENT COUNSELLING BENEFIT

On the death of a Life Insured under this policy and payment of the Death Benefit, Equitable Life will provide a Bereavement Counselling Benefit to the Beneficiary(ies) of this Equimax whole life policy. Equitable Life will reimburse the Beneficiary(ies) up to a maximum of \$1,000 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 death of the Life Insured; and
- the counselor 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 \$1,000 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.

PROTECTION FROM CREDITORS

Protection from creditors may be available to the Owner of this Equimax whole life policy, subject to certain conditions.

TAX STATUS

This Equimax whole life policy is issued with the intention that it will be maintained exempt from accrual taxation under the provisions of the Income Tax Act (Canada) and Regulations in effect as of the First Policy Year Begins date of this policy.

Equitable Life reserves the right to modify this policy and its administration of this policy as required by changes to legislation and regulations that affect this policy, and to maintain the policy exempt from accrual taxation.

SETTLEMENT OPTIONS

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 the 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 the 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.

EXCELERATOR DEPOSIT OPTION

At any time while this policy is in effect, you can apply to add the Excelsator Deposit Option to this policy subject to our underwriting criteria and administrative rules and guidelines in effect at the time we receive your request to add the Excelsator Deposit Option.

If we approve the addition of the Excelsator Deposit Option to this policy, the provisions that apply are outlined in this Excelsator Deposit Option section of your contract.

The Excelsator Deposit Option allows you to make additional payments ("EDO Payments"), over and above the required policy Premiums, to purchase participating paid-up insurance, subject to our administrative rules and underwriting criteria in effect at the time you apply for the Excelsator Deposit Option and at the time you make an EDO Payment. A charge (premium load) applies to each EDO Payment to cover administration costs. The premium load that applies is set by Equitable Life and is not guaranteed. The participating paid-up insurance purchased by the Excelsator Deposit Option is in addition to the participating paid-up insurance purchased by the policy dividends. The Dividend Option must be either Paid-Up Additions or Enhanced Protection in order for you to make EDO Payments.

Single EDO Payment: Single EDO Payment refers to a one time EDO Payment. The Single EDO Payment can be made at any time subject to our administrative rules, payment limits and underwriting criteria in effect at the time you make the payment.

Planned EDO Payments:

Planned EDO Payments refer to the scheduled monthly or annual EDO Payments.

If we approve your application for planned monthly or annual EDO Payments you will have up to 60 months from the date the application for the Excelsator Deposit Option was signed to make your initial payment.

If you miss or skip a planned EDO Payment, or you pay less than the approved planned EDO Payment amount, the amount of EDO Payments you can make in the future may be limited in accordance with the administrative rules and guidelines in effect at the time of the EDO Payment and the maximum EDO Payment we will accept may be less than the planned amount.

The scheduled due date for your planned EDO Payment will depend on the premium mode selected for your policy. If the premium mode for your policy is monthly, the scheduled due date for monthly planned EDO Payments is the monthly policy anniversary and corresponds to the date the monthly premium for your policy is due. If the premium mode for your policy is annual, the scheduled due date for annual planned EDO Payments is the policy anniversary and corresponds to the date the annual premium for your policy is due.

If any EDO Payment has not been received within 60 months of the date the last EDO Payment was received, the Excelsator Deposit Option will stop. The Excelsator Deposit Option may be reinstated by providing a written request and satisfactory evidence of insurability that we require.

EXCELERATOR DEPOSIT OPTION (continued)

Changes: You may elect to add an Excelsator Deposit Option after the First Policy Year Begins date and make planned EDO Payments to your policy subject to our administrative rules and you providing satisfactory evidence of insurability that we require. The amount of EDO Payments you can make may be limited and is subject to our approval.

You may request to increase your planned EDO Payments at any time. Additional evidence of insurability may be required. The amount of EDO Payments you can make may be limited and is subject to our approval.

You may request to stop your planned EDO Payments at any time and you may resume EDO Payments, without providing additional evidence of insurability, provided you resume EDO Payments within 60 months of the date the last EDO Payment was received. The amount of EDO Payments that you can make may be limited in accordance with the administrative rules and guidelines in effect at the time of the EDO Payment and the maximum EDO Payment we will accept may be less than the planned amount. If you apply to start your EDO Payments again after 60 months of not making EDO Payments, you must provide satisfactory evidence of insurability that we require.

You may only make EDO Payments if the dividend option chosen for your Equimax policy remains as Paid-Up Additions or Enhanced Protection. If you decide to change your dividend option to other than Paid-Up Additions or Enhanced Protection, the EDO Payments will no longer be accepted.

All changes and additions of the Excelsator Deposit Option must be requested to us in writing at our Head Office in Waterloo, Ontario.

Excelsator Deposit Option

Effective Date: The Excelsator Deposit Option Effective Date is as follows a) if applied for at issue of the Equimax policy, the Excelsator Deposit Option Effective Date is the same as the First Policy Year Begins date as shown on the Policy Specifications page(s); or, b) if applied for or re-applied for after the First Policy Year Begins date, then the Excelsator Deposit Option Effective Date is the date the first EDO Payment is received following the approved application or re-application.

Term Rider(s): If a term rider coverage(s) in effect on this policy applies to the Life Insured, it may allow you to increase the planned EDO Payment, subject to our administrative rules and guidelines in effect at the time. Whether the planned EDO Payment can be increased will be subject to our approval and you providing satisfactory evidence of insurability that we require.

If we approve the increase in the planned EDO Payment amount and you subsequently terminate a term rider coverage(s) we reserve the right to surrender participating paid-up insurance for its cash value and pay it to you in order to keep the policy exempt from accrual taxation. We also reserve the right to terminate the Excelsator Deposit Option or to limit the amount of subsequent planned EDO Payments we will accept. Surrendering paid-up insurance for its cash value may have tax consequences to you.

Waiver: If the policy Premiums are being waived, you can continue to make EDO Payments. No increases or additions to the EDO Payments will be permitted while Premiums are being waived. If you are making EDO Payments when Premiums start being waived and then stop EDO Payments at a later time while Premiums are still being waived, you will not be permitted to resume EDO Payments while the policy Premiums continue to be waived.

EXCELERATOR DEPOSIT OPTION (continued)

Exclusion of the

Death Benefit - Suicide: If the Life Insured dies by suicide, regardless of the mental state of the Life Insured, within two years after the latest approved application for an Excelsator Deposit Option, the Company's liability with respect to that Excelsator Deposit Option will be limited to the amount of the EDO Payments, less the cash value of any portion of the paid-up additional insurance that is surrendered during that two year period.

Incontestability:

Except in the case of fraud or error of age or sex, statements made in the Excelsator Deposit Option application will be considered incontestable two years after the Excelsator Deposit Option Effective Date.

Taxation:

This policy is issued with the intention that it will be maintained exempt from accrual taxation under the provisions of the Income Tax Act (Canada) and Regulations in effect as of the First Policy Year Begins date of this policy. In order to maintain your policy's tax-exempt status we reserve the right to limit the amount of an EDO Payment or to surrender participating paid-up insurance for its cash value and pay it to you. Surrendering paid-up insurance for its cash value may have tax consequences to you.

SAMPLE

DEFINITIONS

The following are definitions of some of the terms used in your Equimax whole life 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.

Age:	means the age of a Life Insured on his or her nearest birthday.
Beneficiary(ies):	means the person(s) designated by the Owner to receive the Death Benefit proceeds in the event of the first death of the Lives Insured under this Equimax whole life 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 first death of the Lives 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 the first death of the Lives Insured under this policy.
Business Day:	means any day other than Saturday and Sunday and all applicable statutory holidays in the province that the Company's Head Office is located.
Class of Risk:	means the Company's mortality risk assessment of a Life Insured. It is based upon our review of the application for insurance and all medical and other information received by the Company. A standard or normal risk assessment is 100%. A Class of Risk greater than 100% indicates a higher mortality risk. The Class of Risk will affect the Premium applicable to the policy. Mortality refers to the incidence of death.
Company:	The terms "we", "our", "us", "Equitable Life" and "Company" mean The Equitable Life Insurance Company of Canada.
Date Policy Takes Effect:	<p>means the later of:</p> <ul style="list-style-type: none"> (a) either: (i) in Quebec, the date Equitable Life accepts the policy without modification; or (ii) in provinces other than Quebec, the date the policy is delivered to you; and (b) the date the full amount of the first Premium has been paid to the Company; <p>provided that no change has taken place in the insurability of any Life Insured under this policy between the date the application for life insurance was signed by the Life Insured and the date the policy was delivered to you.</p>
Description of Benefits:	means the schedule of benefits associated with the Lives Insured as shown on the Description of Benefits page(s) of this policy.
Effective Date:	means the date specified for each Insurance Coverage on the Description of Benefits page(s).
First Policy Year Begins:	means the date specified on the Policy Specifications page.
Indebtedness:	means outstanding Policy Loans and Automatic Premium Loans and includes any unpaid interest owing for those loans.
Insurance Coverage:	means the different benefits that apply under this Equimax whole life policy and are shown on the Description of Benefits page(s) and in the Premium Schedule and includes the Equimax benefit, as well as any benefits added through the available Riders.

DEFINITIONS (continued)

- Life or Lives Insured:** means the persons for whom the life insurance associated with this policy is applicable. The Lives Insured may or may not be the Owner(s) of this Equimax whole life policy.
- Owner:** means 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 Lives Insured under this policy.
- Owner Signature Date:** means the date the Owner signed the application for this policy, or, if there is more than one Owner, the latest of the dates that the Owners signed the application for this policy.
- Policy Anniversary:** means the same day and month each year as the First Policy Year Begins date of this policy, as shown on the Policy Specifications page. Policy years and policy months are also measured from the First Policy Year Begins date of this policy.
- Premium:** means the amounts paid to Equitable Life for this Equimax whole life policy.
- Rider:** means an additional benefit applied for and issued by us as shown on the Description of Benefits 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 Equimax whole life policy.

GENERAL PROVISIONS

The following are General Provisions applicable to your Equimax whole life 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 as allowed under laws that apply.

Contract: This Equimax whole life Contract consists of the following documents:

- this policy and any documents attached to the policy when issued
- 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 Date Policy Takes Effect.

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.

Exclusion of the

Death Benefit - Suicide: Equitable Life will not pay any Death Benefit if a Life Insured dies by suicide, regardless of the mental state of that Life Insured, within two (2) years from the later of:

- (i) the Date Policy Takes Effect; and
- (ii) the last Reinstatement date of this policy.

Equitable Life will return to the Beneficiary(ies) a limited amount equal to the Premium paid to the Company applicable to that Insurance Coverage(s), less any outstanding policy loans (including interest), less any withdrawals made since the First Policy Year Begins date, and less any other amounts already paid by the Company. Equitable Life will have no further liability under this policy.

GENERAL PROVISIONS (continued)

Incontestability: Failure to disclose a fact or the misrepresentation of a fact in the application for life insurance, medical examination, or any statement or answers provided 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 later of:

- (a) the Date Policy Takes Effect; and
- (b) the last Reinstatement date of this policy,

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 or amended Insurance Coverages effective after the Date Policy Takes Effect will be considered to be incontestable (with the exception of fraud) only after the additional or amended Insurance Coverage has been in effect for two (2) years from the later of:

- (1) the date the additional or amended Insurance Coverage took effect; and
- (2) the last Reinstatement date of 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.

Misstatement of Age or Sex:

If the date of birth and/or sex of any of the Lives Insured have been misstated, the amount payable under this policy due to the first death of those Lives Insured 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(s) and/or sex.

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

**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 7th Business Day following the day of mailing or on the 1st Business Day following electronic 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.

Participating:

This policy, excluding any Riders that may be attached to this policy, is a participating policy of the Company. As a participating policy, it is eligible to participate in the distributable earnings of the participating account in the form of dividends at each Policy Anniversary. Dividends are not guaranteed. They are subject to change, and will vary based on the actual investment returns in the participating account as well as mortality, expense, lapse, claims experience, taxes and other experience of the participating block of policies. Each year the Company's Board of Directors determines, in its sole discretion, the amount of distributable earnings, if any, to be paid to participating policyholders in the form of dividends in accordance with the Company's Dividend Policy.

GENERAL PROVISIONS (continued)

- Proof of Age:** Equitable Life requires satisfactory proof of the dates of birth of the Lives 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 it within the 10 days. If for any reason during that time you want to cancel the Contract, any Premium received will be refunded as of the date Equitable Life receives your notice requesting cancellation. This policy will then be considered void from inception.
- Settlement on Death:** In the event of the first death of the Lives 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 the Life Insured;
 - (b) the dates of birth of the Lives Insured;
 - (c) the sex of the Lives Insured; and
 - (d) the claimant's right to receive payment.
- Simultaneous Deaths:** Where both of the Lives Insured die at the same time or in circumstances where it is uncertain which of the Lives Insured died first, the Death Benefit payable shall be paid as though the oldest of the Lives Insured died first.
- Smoking Classification:** If a Life Insured has been classified as a smoker, at any time, subject to our administrative rules and guidelines, you may request that the Smoking Classification be changed to a non-smoker classification by providing a written declaration to Equitable Life that provides satisfactory evidence to qualify the Life Insured as a non-smoker. Equitable Life reserves the right to require evidence of good health before approving a change in Smoking Classification.

DEATH BENEFIT

An important part of your Equimax whole life insurance policy is the Death Benefit provided to the Beneficiary(ies).

Death Benefit: The Death Benefit will be payable to the Beneficiary(ies) provided this policy is in effect as of the date of the first death of the Lives Insured. The proceeds payable are calculated as of the date of the first death of the Lives Insured under this policy.

The Death benefit will be equal to the following:

- a) the total Insurance Amount as shown on the Description of Benefits page(s); plus
- b) any additional participating paid-up insurance purchased by dividends; plus
- c) the Cash Value of any Dividends On Deposit with Equitable Life plus accrued interest; plus
- d) any Rider benefits payable on the Life Insured; less
- e) any Premium which is currently due; less
- f) any Indebtedness under the policy;

or, the Death Benefit will be the amount of insurance provided under the Reduced Paid-Up Insurance option, if that option is in effect.

On the First Policy Year Begins date of this policy, the initial Equimax Death Benefit will be the total Insurance Amount as shown on the Description of Benefits page(s) of this policy.

**Additional
Death Benefit:**

If, within 60 days of the first death of the Lives Insured, the surviving Life Insured should die, we will pay to the Beneficiary an additional death benefit equal to the total Insurance Amount in effect for the Equimax Insurance Coverage at the date of the first death.

SURVIVOR'S BENEFIT

This policy terminates at the first death of the Lives Insured. At the first death of the Lives Insured, the surviving Life Insured may request in writing, within 60 days of the first death and without evidence of insurability, the option to purchase a new single life permanent plan for an amount up to a maximum of the total Insurance Amount in effect at the date of the first death and subject to the minimum amount of coverage required for the new policy. The premium and/or cost of insurance charges for the new permanent plan coverage will be based on the attained Age of the surviving Life Insured at the rates in effect at that time for a similar class of risk as determined by us. The new coverage must meet the minimums and maximums then required by us for the amount of insurance coverage, premiums and age for the product selected.

Any Riders applicable to the surviving Life Insured and issued under this Joint First to Die Equimax whole life policy may be added to the new policy coverage subject to availability and our then current administrative rules and guidelines.

If this Joint First to Die Equimax Whole Life policy contains any exclusion, a similar exclusion will apply to the new policy contract, as will any limitations to our liability including the type, amount and Risk Classification of the coverage issued in this Joint First to Die Equimax whole life policy.

All changes are subject to receipt of written request at the Head Office of the Company and to terms and conditions determined by us at that time.

PREMIUM

Premium is the term used to define the money that you pay to Equitable Life for your Equimax whole life policy.

Premium Schedule: is the section of your policy Contract that shows the amount of Premium payable for each Insurance Coverage under your policy.

Premium(s): 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).

The first Premium is due on the First Policy Year Begins date shown on the Policy Specifications page(s) of the policy.

Premium Type: If your policy has been issued with the Equimax Life Pay premium option (shown in the Premium Schedule), Premiums for the Equimax Insurance Coverage are payable to the last Policy Anniversary date shown in the Premium Schedule. If the policy is still in effect at the last Policy Anniversary date shown in the Premium Schedule, the Equimax Insurance Coverage will become paid up and no further Premiums for the Equimax Insurance Coverage under this policy would be due.

If your policy has been issued with the Equimax 20 Pay premium option (shown in the Premium Schedule), Premiums for the Equimax Insurance Coverage are payable for 20 years from the Effective Date of the Equimax Insurance Coverage shown on the Description of Benefits page(s). If, after 20 years, the policy is still in effect, the Equimax Insurance Coverage will become paid up and no further Premiums for the Equimax Insurance Coverage under this policy would be due.

If your policy has been issued with the Equimax 10 Pay premium option (shown in the Premium Schedule), Premiums for the Equimax Insurance Coverage are payable for 10 years from the Effective Date of the Equimax Insurance Coverage shown on the Description of Benefits page(s). If, after 10 years, the policy is still in effect, the Equimax Insurance Coverage will become paid up and no further Premiums for the Equimax Insurance Coverage under this policy would be due.

Premiums for Riders: If your policy has been issued with any additional Riders, as shown on the Description of Benefits page(s) of this policy, Premiums are payable for these additional Riders as shown in the Premium Schedule. Premiums for these additional Riders may be required to be paid even if no further Premiums are required for the Equimax Insurance Coverage under this policy.

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

Grace Period: A Grace Period of 31 days measured from the date a Premium is due, is permitted for payment in full of the Premium 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 amounts applicable to that Life Insured will be deducted from the Death Benefit payable on the death of that Life Insured.

PREMIUM (continued)

Automatic Premium**Loan:**

If a Premium is not paid when due and remains unpaid for 31 days, and the policy has a Cash Value an Automatic Premium Loan will be used to pay the Premium. With the Automatic Premium Loan, the Company will use the Cash Value to advance the Premium amount due as a loan against the policy.

While unpaid Premium will become Indebtedness under the policy, you may choose to restart paying your Premium at any time while this policy is in effect. Unless specified as a loan repayment, any amounts submitted to Equitable Life will be applied to pay the current Premium due.

When the Cash Value is no longer sufficient to support an Automatic Premium Loan, the policy will lapse as set out under Grace Period. Upon policy lapse, your Insurance Coverage will terminate and Equitable Life will have no further liability under the policy subject to your rights under Reinstatement.

Any amount advanced through Automatic Premium Loan shall be Indebtedness under the policy, bearing interest from the date the Premium was due. Interest will be charged on Automatic Premium Loans at a rate as set by the Company from time to time and accrue daily from the effective date of the loan. At each Policy Anniversary, if the interest due on your Automatic Premium Loan is not paid, Equitable Life will add the interest due to the balance of your loan and interest will be charged on the entire Indebtedness under your policy. At any time, while this policy is in effect, you may repay all or a part of the amounts owed on the policy subject to a minimum amount as determined by us.

If, at any time while this policy is in effect, the total Indebtedness under this policy, including accrued interest, exceeds the Cash Value, this policy will lapse, your Insurance Coverage will terminate and Equitable Life will have no further liability under the policy subject to your rights under Reinstatement.

On first death of the Lives Insured under this policy the outstanding Automatic Premium Loan balance plus any accrued interest shall be deducted from the Death Benefit payable.

Reinstatement:

- a) If your Equimax whole life insurance 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 persons whose lives were insured under the policy are alive at the time payment is made.
- b) If your Equimax whole life insurance 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 all of the Lives Insured (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 Premium 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; plus
- (iii) any Indebtedness under this policy.

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.

POLICY VALUES

Equimax whole life insurance provides you with some values that are guaranteed. The Table of Guaranteed Values page(s) in your policy shows the guaranteed values available at the applicable Anniversary Date.

Guaranteed

Cash Value:

The Cash Value shown in the Table of Guaranteed Values page(s) is the Guaranteed Cash Value associated with your policy.

Cash Value:

is equal to the Guaranteed Cash Value as set out in the Table of Guaranteed Values page(s) less any Indebtedness to Equitable Life, increased by the cash value of any dividends credited to this policy. Dividends are not guaranteed. Should you request to surrender your policy, the Cash Value will be paid to you within thirty (30) days of receipt of your written request to surrender. However, we reserve the right to defer payment for a period up to six (6) months after the date we receive your request to surrender. If we defer payment for thirty (30) days or more, we will add interest, at an interest rate determined by us, calculated from the date we receive your request to surrender.

Reduced Paid-Up Insurance:

Your policy also has a guaranteed Reduced Paid-Up Insurance value as shown in the Table of Guaranteed Values page(s). Under this option, provided there is a value shown in the Reduced Paid-Up Insurance column in the Table of Guaranteed Values at the applicable Anniversary Date, you can elect, in writing, to continue your policy as paid-up life insurance with no further Premiums required.

The Insurance Coverage will be for a reduced amount, and will be at least equal to the Reduced Paid-Up Insurance amount as set out in the Table of Guaranteed Values page(s) at the applicable Anniversary Date.

Any Riders attached to this policy will terminate as at the effective date of the change to Reduced Paid-Up Insurance.

Once the Reduced Paid-Up Insurance option is elected the option cannot be changed. The Reduced Paid-Up Insurance policy is eligible to receive dividends. The dividend option that will apply to your Reduced Paid-Up Insurance policy will be determined by us at the time the request is received to change the policy to Reduced Paid-Up Insurance, and will be subject to our administrative rules and guidelines in effect at the time.

Please note that electing the Reduced Paid-Up Insurance option may have tax consequences and may result in your policy becoming non-exempt and your policy may be subject to income tax.

The option for Reduced Paid-Up Insurance may not be available depending on the Basic Insurance Amount you purchased for the Equimax Insurance Coverage.

DIVIDENDS

An important part of your Equimax whole life insurance policy is the dividends your policy is eligible to earn.

This policy is a Participating policy, which means it is eligible to participate in the distribution of surplus in the form of dividends at each Policy Anniversary. Dividends are not guaranteed. They are subject to change, and will vary based on the actual investment returns in the participating account as well as mortality, expenses, lapse, claims experience, taxes and other experience of the participating block of policies. Dividends are payable at the sole discretion of the Company's Board of Directors.

On the application for life insurance for this policy, you elected that dividends be applied under one of the following Dividend Options. If you did not elect a Dividend Option on the application, dividends will be applied to your policy based on the endorsement attached to this policy. You may request to change your Dividend Option by providing us with written request indicating the new option. Any change in Dividend Option is subject to our administrative rules and guidelines in effect at the time, and may require proof of continued good health and insurability of the Lives Insured. Changes to the Enhanced Protection Dividend Option are not permitted.

Dividend Options:

- Paid In Cash:** Under this dividend option, any dividends credited annually will be paid directly to you in cash. Dividends paid in cash may have tax consequences and you may have to report all or a portion of received payments as income for tax purposes.
- Premium Reduction:** Under this dividend option, any dividends credited annually will be applied to reduce the current policy Premium. If in the future, dividends payable are sufficient to pay your entire Premium, the excess, if any, will be paid directly to you in cash. Dividends paid in cash may have tax consequences and you may have to report all or a portion of received payments as income for tax purposes.
- Paid-Up Additions:** Under this dividend option, any dividend credited annually will be used to purchase participating paid-up insurance, which shall be payable at the same time as the Death Benefit.
- On Deposit:** Under this dividend option, any dividend credited annually will be deposited with Equitable Life. The dividend deposited with the Company will accumulate with compound interest at a rate as set by the Company from time to time. Interest earned will be reported as interest income to you each year.
- Enhanced Protection:** Under this dividend option, any dividend credited annually will be used to purchase an amount of One-Year Term Insurance, with the insurance to begin on the Policy Anniversary on which the dividend was credited. If the dividend credited was greater than the amount required to purchase the One Year Term Insurance, any remaining amount shall be used to purchase participating paid-up insurance in accordance with the Paid-Up Additions Dividend Option.

One –Year Term Insurance:

One-Year Term Insurance is additional non-participating insurance payable at the first death of the Lives Insured during the first policy year, or any subsequent policy year for which it is purchased. The amount of One-Year Term Insurance in the first policy year is provided automatically and is equal to the Initial Enhancement Amount as specified on the Description of Benefits page(s) of this policy. The One-Year Term Insurance is not eligible for dividends and has no cash surrender value.

The amount of One-Year Term Insurance in subsequent years shall be the lesser of:

- a) the amount that the dividend will purchase; and
- b) the Initial Enhancement Amount less any participating paid-up insurance in effect.

Once the Initial Enhancement Amount less any participating paid-up insurance in effect is equal to zero and the purchase of One-Year Term Insurance is no longer required, any dividends credited will be used to purchase participating paid-up insurance in accordance with the Paid-Up Additions Dividend Option.

DIVIDENDS (continued)**Enhanced Protection (continued):****Lifetime Enhancement Guarantee:**

Under the Enhanced Protection dividend option this policy has the Lifetime Enhancement Guarantee provision on the amount of One-Year Term Insurance.

The Lifetime Enhancement Guarantee means, during the lifetime of this policy, in which the Enhanced Protection Option is in effect, provided that all required Premiums are paid, and that there has not been any surrender of paid-up insurance for its cash value, Equitable Life guarantees that the amount of the One-Year Term Insurance will be equal to the Initial Enhancement Amount less any additional participating paid-up insurance in effect. This guarantee terminates upon the surrender of paid-up insurance for its cash value at any time.

This Lifetime Enhancement Guarantee provision will also automatically terminate if any of the following occurs:

- a) the policy lapses;
- b) the policy is surrendered for Reduced Paid-Up Insurance; or
- c) the Dividend Option is changed to any option other than Enhanced Protection after issue.

If any participating paid-up insurance purchased with dividends is surrendered for its cash value at any time, other than for the purchase of One-Year Term Insurance as described above, the Initial Enhancement Amount will be reduced by an amount equal to the face amount of the additional participating paid-up insurance surrendered. The reduction of the Initial Enhancement Amount will be permanent.

The Initial Enhancement Amount is dependent on the Age, sex and Class of Risk of the Lives Insured. If the dates of birth or sex of any of the Lives Insured has been misstated, the Initial Enhancement Amount shall be adjusted according to what would have been purchased had the Initial Enhancement Amount been calculated based on the correct Ages and sex.

Conversion:

At any time prior to the Policy Anniversary nearest the 71st birthday of the oldest of the Lives Insured, while all of the Lives Insured are living and while the Enhanced Protection Dividend Option is in effect, all or a portion of the amount of One-Year Term Insurance in effect under the Enhanced Protection Dividend Option, may be converted without evidence of insurability to a Joint First-to-Die permanent life insurance coverage issued by the Company at the time of conversion and subject to administrative rules and guidelines in effect at that time.

The new policy may not be for an amount of insurance greater than the amount of One-Year Term Insurance in effect under the Enhanced Protection Dividend Option at the time of conversion and must meet the minimums and maximums then required by us for the amount of insurance coverage, premiums and age for the product selected. Premiums and/or cost of insurance charges for the new insurance coverage will be based on the attained Ages of the Lives Insured, at the rates in effect at that time for a similar Class of Risk as determined by us at the time of conversion. If you request an improvement of risk classification on conversion, such request is subject to our consent and our administrative rules and guidelines in effect at that time.

If the new policy is to contain any Riders, evidence of insurability satisfactory to the Company may be required.

If Premiums are being waived for this Equimax policy under the provisions provided by a disability waiver of premium benefit and the One-Year Term Insurance is converted, premiums will not be waived and will be payable for the new converted policy.

DIVIDENDS (continued)

Enhanced Protection - Conversion (continued):

The amount of One-Year Term Insurance in effect under the Enhanced Protection Dividend Option will be reduced by the amount converted. The reduction will be applied to the Initial Enhancement Amount as described in the Enhanced Protection provisions above.

When all of the One-Year Term Insurance has been converted, the Dividend Option will be changed to Paid-Up Additions and any existing participating paid-up insurance in effect at that time shall be applied in accordance with the Paid-Up Additions Dividend Option. Any dividends credited will be used to purchase participating paid-up insurance in accordance with the Paid-Up Additions Dividend Option.

SAMPLE

ACCESSING YOUR POLICY VALUES

Policy Loans:

At any time while this Equimax whole life policy is in effect, provided it has Cash Value and subject to our administrative rules and guidelines in effect at the time, you may request a Policy Loan from Equitable Life using the policy as security for repayment of the loan.

The maximum amount you may borrow of the then current Cash Value will be subject to our administrative rules and guidelines in effect at the time the loan is requested; however, the amount of the loan cannot be greater than ninety percent (90%) of the available Cash Value less any existing Indebtedness under this policy.

Taking a Policy Loan against the Cash Value in your Equimax whole life policy may have tax consequences and may be subject to income tax.

A Policy Loan will only be granted after Equitable Life has received a completed loan application. Normally, we will make the loan within thirty (30) days after the completed loan application has been received at our Head Office, in Waterloo, Ontario. However, we reserve the right to defer the loan for up to six (6) months.

Interest will be charged on Policy Loans at a rate as set by us from time to time and will accrue daily from the effective date of the loan.

At each Policy Anniversary, if the interest due on your Policy Loan is not paid, Equitable Life will add the interest due to the balance of your loan and interest will be charged on the entire Indebtedness under your policy. At any time, while this policy is in effect, you may repay all or a part of the amounts owed on the policy subject to a minimum amount as determined by us.

If, at any time while this policy is in effect, the total Indebtedness under this policy, including accrued interest, exceeds the Cash Value, this policy will lapse, your Insurance Coverage will terminate and Equitable Life will have no further liability under this policy subject to your rights under Reinstatement.

On the first death of the Lives Insured under this policy, any outstanding Policy Loan balance plus any accrued interest will be deducted from the Death Benefit.

Accessing the cash value generated by dividends:

Depending on the Dividend Option you have elected with your Equimax whole life policy, you have ability to access the additional cash value generated by dividends. Dividends are not guaranteed. It is important to note that surrendering paid-up insurance for its cash value or withdrawing cash value from dividends left on deposit with Equitable Life may have tax consequences and may be subject to income tax.

Surrender of paid-up additions:

If you have elected Paid-Up Additions or Enhanced Protection as the Dividend Option under this policy, you may request a surrender of participating paid-up insurance purchased by dividends at any time, provided it has not been applied under another provision contained in this policy. You will receive the cash value associated with the participating paid-up insurance you are surrendering.

It is important to note that you will forfeit the Lifetime Enhancement Guarantee associated with the Enhanced Protection Dividend Option, upon the surrendering of participating paid-up insurance to support a cash withdrawal.

Dividends left on deposit:

If you have elected On Deposit as the Dividend Option under this policy, you may withdraw the cash value of the dividends left on deposit with Equitable Life plus accrued interest at any time, provided it has not been applied under another provision contained in this policy.

LIVING BENEFIT

The Living Benefit allows you to apply for a payment from the Cash Value of this policy if a Life Insured becomes disabled from a severe mental or physical impairment as described below.

Any payment for the Living Benefit will be withdrawn from the Cash Value of your policy, which will reduce the Death Benefit of your policy. Any payment for the Living Benefit will be withdrawn first from any non-guaranteed cash value generated by dividends, if applicable, then from the guaranteed cash value. Any payment for the Living Benefit withdrawn from the guaranteed cash value will result in a reduction to the Basic Insurance Amount shown on the Description of Benefits page of your policy.

If you have elected the Enhanced Protection dividend option, payment of the Living Benefit will void the Enhancement Guarantee that applies to your policy.

The Living Benefit may be paid out subject to the following conditions and our administrative rules and guidelines in effect at the time of the payment:

- (a) one Living Benefit payment per policy will be permitted in any policy year;
- (b) the minimum and maximum Living Benefit payment in any policy year will be subject to our administrative rules and guidelines in effect at the time of the payment; and
- (c) any fees that may apply for withdrawals made under the Living Benefit will be subject to our administrative rules and guidelines in effect at the time of the payment.

A Living Benefit payment may not be available if you assigned this policy or if you have made an irrevocable beneficiary designation for the proceeds of this policy. A Living Benefit payment may not be available if a Life Insured has been assessed as a substandard health risk.

You may be able to take a Living Benefit payment upon written authorization to Equitable Life of the assignee or the irrevocable beneficiary, subject to our administrative rules and guidelines in effect at that time and the then current income tax legislation.

Qualifying to receive the Living Benefit payment does not guarantee that your policy will remain in effect. If you have not elected Waiver of Premium as an additional Rider with this policy on the Life Insured for whom this Living Benefit payment applies, or if the Waiver of Premium Rider has expired, has been terminated or the Life Insured does not meet all conditions for the benefit of the Waiver of Premium Rider, you must continue to make sufficient Premium payments in order to keep your policy in effect.

If you elect to take 100% of the Cash Value of your policy as a Living Benefit payment your policy will terminate and Equitable Life will have no further liability under this policy.

LIVING BENEFIT (continued)

In order to receive the Living Benefit payment, you must provide at your own expense evidence in writing satisfactory to Equitable Life from a medical practitioner, who is qualified and licensed in Canada, of the exhibited severe physical or mental impairment of a Life Insured. That Life Insured must be living at the time you apply for the Living Benefit payment. The impairment must have existed for a period of at least 90 days and:

- (a) must markedly restrict the ability of that Life Insured to perform any one of the following basic activities of daily living:
 - (i) perceiving, thinking and remembering;
 - (ii) feeding and dressing himself or herself;
 - (iii) speaking so as to be understood, in a quiet setting, by another person familiar with that Life Insured;
 - (iv) hearing so as to understand, in a quiet setting, another person familiar with that Life Insured;
 - (v) eliminating (bowel or bladder functions); or
 - (vi) walking;
 - or (b)
 - (i) must prevent that Life Insured, if normally employed, from performing the essential duties of his or her occupation or employment; or
 - (ii) must prevent that Life Insured, if not normally employed, from performing the essential duties of any occupation or employment for which he or she is qualified or could reasonably become qualified by reason of education; training or experience; or
 - (iii) must prevent that Life Insured, if normally responsible for the maintenance of a home or care of immediate family members, from performing the essential duties of maintaining that home or caring for those individuals;
- and the impairment under sub-paragraph (a) or (b) above must arise from one or more of the following:
- AIDS (Acquired Immune Deficiency Syndrome) or HTLV-III and/or HIV infection,
 - Alzheimer's Disease,
 - Cancer or Tumour,
 - Coronary Artery Disease, Myocardial Infarction, or Congestive Heart Failure
 - Chronic Kidney Failure, or Chronic Liver Disease,
 - Loss of a Limb,
 - Neuromotor disease,
 - Muscular Dystrophy,
 - Paralysis, paraplegia, or quadriplegia,
 - Receipt of a major organ transplant,
 - Third degree burns over more than 50% of the body,
 - Multiple Sclerosis,
 - Hepatitis,
 - Stroke, with or without paralysis,
 - Huntington's Chorea;
- or (c) has resulted in the total and permanent loss of sight in both eyes, or the use of both hands, or the use of both feet, or the use of one hand and one foot;
 - or (d) either the impairment or the illness or injury that caused the impairment is expected by the medical practitioner to result in the death of that Life Insured within 24 months of the date of diagnosis.

Pre-existing Conditions:

No Living Benefit will be payable if we determine that a Life Insured, who would have otherwise qualified for the Living Benefit, had that disability at the First Policy Year Begins date or the last reinstatement date of this policy. That determination will be based on the conditions specifically identified in, or that can reasonably be inferred to have existed at that time from, the application, a related declaration of health, or other information required by Equitable Life.

Exclusions:

No Living Benefit will be payable if a Life Insured's disability arises directly or indirectly from:

- a) suicide attempt or self-inflicted injury, regardless of the mental state of that Life Insured;
- b) committing or attempting to commit a criminal offence; or
- c) normal pregnancy or childbirth.

Taxation:

As of the First Policy Year Begins date of this policy the Income Tax Act (Canada) and Regulations provide that a disability benefit is not considered a disposition of an interest in a life insurance policy. Therefore as of the First Policy Year Begins date of this policy disability benefits are not subject to income tax. However, Equitable Life offers no guarantee that a Living Benefit payment will not be subject to income tax at the time it is made. Furthermore, it may not always be in your best interest to take a Living Benefit payment, should the Income Tax Act (Canada) and Regulations change in the future.

BEREAVEMENT COUNSELLING BENEFIT

On the first death of the Lives Insured under this policy and payment of the Death Benefit, Equitable Life will provide a Bereavement Counselling Benefit to the Beneficiary(ies) of this Equimax whole life policy. Equitable Life will reimburse the Beneficiary(ies) up to a maximum of \$1,000 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 \$1,000 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.

PROTECTION FROM CREDITORS

Protection from creditors may be available to the Owner of this Equimax whole life policy, subject to certain conditions.

TAX STATUS

This Equimax whole life policy is issued with the intention that it will be maintained exempt from accrual taxation under the provisions of the Income Tax Act (Canada) and Regulations in effect as of the First Policy Year Begins date of this policy.

Equitable Life reserves the right to modify this policy and its administration of this policy as required by changes to legislation and regulations that affect this policy, and to maintain the policy exempt from accrual taxation.

SETTLEMENT OPTIONS

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 first death of the Lives 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 first death of the Lives 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.

OPTION TO ELECT INDIVIDUAL POLICIES

At any Policy Anniversary prior to the Policy Anniversary nearest Age 75 of the oldest Life Insured and upon proof of material change in the relationship of the Lives Insured under this policy, subject to our administrative rules and guidelines in effect at that time, the Owner may request in writing to surrender this Joint First to Die Equimax whole life policy and without evidence of insurability, elect new individual single life permanent plan policy coverage on each of the Lives Insured under this policy. Each new individual single life permanent plan policy can be for an amount up to the Equimax Insurance Amount in effect at the time of surrender, subject to the minimum amount of coverage required for the new policy. The definition of a material change in the relationship will be determined by us.

The request to elect the individual policies must be submitted to Equitable no later than 90 days after obtaining evidence of the material change, and such evidence may include without limitation a signed legal separation agreement, a divorce order, or a dissolution of a business partnership. Documentary evidence of the "material change" must be submitted to Equitable in accordance with our administrative rules and practices in effect at that time.

The premium and/or cost of insurance charges for the new individual single life permanent plan policy coverages will be based on the attained Age of each Life Insured at the rates in effect at that time, for a similar class of risk as determined by us. The new coverage(s) must meet the minimums and maximums then required by us for the amount of insurance coverage, premiums and age for the products selected. This Joint First to Die Equimax Whole Life policy contract will terminate at the time the new single life policy coverage(s) are issued.

Please note that surrender of this Joint First to Die Equimax whole life policy may have tax consequences and may be subject to income tax.

If Premiums for this Joint First to Die Equimax whole life policy are being waived under a disability waiver provision and written request is received to elect individual policies, the premiums or cost of insurance charges will NOT be waived under the new policies and will be payable for any new permanent plan coverage issued on the lives insured through this provision.

Riders issued with this Joint First to Die Equimax whole life policy may be added to the new policy coverage subject to availability and our then current administrative rules and guidelines.

If this Joint First to Die Equimax whole life policy contains any exclusions, a similar exclusion will apply to the new policy contract, as will any limitations to our liability including the type, amount and Risk Classification of the coverage issued with this Joint First to Die Equimax whole life policy.

All changes are subject to receipt of written request from the Owner at the Head Office of the Company and to terms and conditions determined by us at that time.

EXCELERATOR DEPOSIT OPTION

At any time while this policy is in effect, you can apply to add the Excelsator Deposit Option to this policy subject to our underwriting criteria and administrative rules and guidelines in effect at the time we receive your request to add the Excelsator Deposit Option.

If we approve the addition of the Excelsator Deposit Option to this policy, the provisions that apply are outlined in this Excelsator Deposit Option section of your contract.

The Excelsator Deposit Option allows you to make additional payments ("EDO Payments"), over and above the required policy Premiums, to purchase participating paid-up insurance, subject to our administrative rules and underwriting criteria in effect at the time you apply for the Excelsator Deposit Option and at the time you make an EDO Payment. A charge (premium load) applies to each EDO Payment to cover administration costs. The premium load that applies is set by Equitable Life and is not guaranteed. The participating paid-up insurance purchased by the Excelsator Deposit Option is in addition to the participating paid-up insurance purchased by the policy dividends. The Dividend Option must be either Paid-Up Additions or Enhanced Protection in order for you to make EDO Payments.

Single EDO Payment: Single EDO Payment refers to a one time EDO Payment. The Single EDO Payment can be made at any time subject to our administrative rules, payment limits and underwriting criteria in effect at the time you make the payment.

Planned EDO Payments:

Planned EDO Payments refer to the scheduled monthly or annual EDO Payments.

If we approve your application for planned monthly or annual EDO payments you will have up to 60 months from the date the application for the Excelsator Deposit Option was signed to make your initial payment.

If you miss or skip a planned EDO Payment, or you pay less than the approved planned EDO payment amount, the amount of EDO Payments you can make in the future may be limited in accordance with the administrative rules and guidelines in effect at the time of the EDO Payment and the maximum EDO Payment we will accept may be less than the planned amount.

The scheduled due date for your planned EDO Payment will depend on the premium mode selected for your policy. If the premium mode for your policy is monthly, the scheduled due date for monthly planned EDO Payments is the monthly policy anniversary and corresponds to the date the monthly premium for your policy is due. If the premium mode for your policy is annual, the scheduled due date for annual planned EDO Payments is the policy anniversary and corresponds to the date the annual premium for your policy is due.

If any EDO Payment has not been received within 60 months of the date the last EDO Payment was received, the Excelsator Deposit Option will stop. The Excelsator Deposit Option may be reinstated by providing a written request and satisfactory evidence of insurability that we require.

EXCELERATOR DEPOSIT OPTION (continued)

Changes: You may elect to add an Excelsator Deposit Option after the First Policy Year Begins date and make planned EDO Payments to your policy subject to our administrative rules and you providing satisfactory evidence of insurability that we require. The amount of EDO Payments you can make may be limited and is subject to our approval.

You may request to increase your planned EDO Payments at any time. Additional evidence of insurability may be required. The amount of EDO Payments you can make may be limited and is subject to our approval.

You may request to stop your planned EDO Payments at any time and you may resume EDO Payments, without providing additional evidence of insurability, provided you resume EDO Payments within 60 months of the date the last EDO Payment was received. The amount of EDO Payments that you can make may be limited in accordance with the administrative rules and guidelines in effect at the time of the EDO Payment and the maximum EDO Payment we will accept may be less than the planned amount. If you apply to start your EDO Payments again after 60 months of not making EDO Payments, you must provide satisfactory evidence of insurability that we require.

You may only make EDO Payments if the dividend option chosen for your Equimax policy remains as Paid-Up Additions or Enhanced Protection. If you decide to change your dividend option to other than Paid-Up Additions or Enhanced Protection, the EDO Payments will no longer be accepted.

All changes and additions of the Excelsator Deposit Option must be requested to us in writing at our Head Office in Waterloo, Ontario.

Excelsator Deposit Option

Effective Date: The Excelsator Deposit Option Effective Date is as follows a) if applied for at issue of the Equimax policy, the Excelsator Deposit Option Effective Date is the same as the First Policy Year Begins date as shown on the Policy Specifications page(s); or, b) if applied for or re-applied for after the First Policy Year Begins date, then the Excelsator Deposit Option Effective Date is the date the first EDO Payment is received following the approved application or re-application.

Term Rider(s): If a term rider coverage(s) in effect on this policy applies to any of the Lives Insured, it may allow you to increase the planned EDO Payment, subject to our administrative rules and guidelines in effect at the time. Whether the Excelsator Deposit Option can be increased will be subject to our approval and you providing satisfactory evidence of insurability that we require.

If we approve the increase in the planned EDO Payment amount and you subsequently terminate a term rider coverage(s) we reserve the right to surrender participating paid-up insurance for its cash value and pay it to you in order to keep the policy exempt from accrual taxation. We also reserve the right to terminate the Excelsator Deposit Option or to limit the amount of subsequent planned EDO Payments we will accept. Surrendering paid-up insurance for its cash value may have tax consequences to you.

Waiver: If the policy Premiums are being waived, you can continue to make EDO Payments. No increases or additions to the EDO Payments will be permitted while Premiums are being waived. If you are making EDO Payments when Premiums start being waived and then stop EDO Payments at a later time while Premiums are still being waived, you will not be permitted to resume EDO Payments while the policy Premiums continue to be waived.

EXCELERATOR DEPOSIT OPTION (continued)

Exclusion of the

Death Benefit - Suicide: If any of the Lives Insured dies by suicide, regardless of the mental state of that Life Insured, within two years after the latest approved application for an Excelsator Deposit Option, the Company's liability with respect to that Excelsator Deposit Option will be limited to the amount of the EDO Payments, less the cash value of any portion of the paid-up additional insurance that is surrendered during that two year period.

Incontestability:

Except in the case of fraud or error of age or sex, statements made in the Excelsator Deposit Option application will be considered incontestable two years after the Excelsator Deposit Option Effective Date.

Taxation:

This policy is issued with the intention that it will be maintained exempt from accrual taxation under the provisions of the Income Tax Act (Canada) and Regulations in effect as of the First Policy Year Begins date of this policy. In order to maintain your policy's tax-exempt status we reserve the right to limit the amount of an EDO Payment or to surrender participating paid-up insurance for its cash value and pay it to you. Surrendering paid-up insurance for its cash value may have tax consequences to you.

SAMPLE

DEFINITIONS

The following are definitions of some of the terms used in your Equimax whole life 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.

Age:	means the age of a Life Insured on his or her nearest birthday.
Beneficiary(ies):	means the person(s) designated by the Owner to receive the Death Benefit proceeds in the event of the last death of the Lives Insured under this Equimax whole life 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 last death of the Lives 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 the last death of the Lives Insured under this policy.
Business Day:	means any day other than Saturday and Sunday and all applicable statutory holidays in the province that the Company's Head Office is located.
Class of Risk:	means the Company's mortality risk assessment of a Life Insured. It is based upon our review of the application for insurance and all medical and other information received by the Company. A standard or normal risk assessment is 100%. A Class of Risk greater than 100% indicates a higher mortality risk. The Class of Risk will affect the Premium applicable to the policy. Mortality refers to the incidence of death.
Company:	The terms "we", "our", "us", "Equitable Life" and "Company" mean The Equitable Life Insurance Company of Canada.
Date Policy Takes Effect:	<p>means the later of:</p> <ul style="list-style-type: none"> (a) either: (i) in Quebec, the date Equitable Life accepts the policy without modification; or (ii) in provinces other than Quebec, the date the policy is delivered to you; and (b) the date the full amount of the first Premium has been paid to the Company; <p>provided that no change has taken place in the insurability of any Life Insured under this policy between the date the application for life insurance was signed by the Life Insured and the date the policy was delivered to you.</p>
Description of Benefits:	means the schedule of benefits associated with the Lives Insured as shown on the Description of Benefits page(s) of this policy.
Effective Date:	means the date specified for each Insurance Coverage on the Description of Benefits page(s).
First Policy Year Begins:	means the date specified on the Policy Specifications page.
Indebtedness:	means outstanding Policy Loans and Automatic Premium Loans and includes any unpaid interest owing for those loans.
Insurance Coverage:	means the different benefits that apply under this Equimax whole life policy and are shown on the Description of Benefits page(s) and in the Premium Schedule and includes the Equimax benefit, as well as any benefits added through the available Riders.
Life or Lives Insured:	means the persons for whom the life insurance associated with this policy is applicable. The Lives Insured may or may not be the Owner(s) of this Equimax whole life policy.

DEFINITIONS (continued)

Owner:	means 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 Lives Insured under this policy.
Owner Signature Date:	means the date the Owner signed the application for this policy, or, if there is more than one Owner, the latest of the dates that the Owners signed the application for this policy.
Policy Anniversary:	means the same day and month each year as the First Policy Year Begins date of this policy, as shown on the Policy Specifications page. Policy years and policy months are also measured from the First Policy Year Begins date of this policy.
Premium:	means the amounts paid to Equitable Life for this Equimax whole life policy.
Rider:	means an additional benefit applied for and issued by us as shown on the Description of Benefits 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 Equimax whole life policy.

GENERAL PROVISIONS

The following are General Provisions applicable to your Equimax whole life 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 as allowed under laws that apply.

Contract: This Equimax whole life Contract consists of the following documents:

- this policy and any documents attached to the policy when issued
- 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 Date Policy Takes Effect.

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.

Exclusion of the

Death Benefit - Suicide: Equitable Life will not pay any Death Benefit if a Life Insured dies by suicide, regardless of the mental state of that Life Insured, within two (2) years from the later of:

- (i) the Date Policy Takes Effect; and
- (ii) the last Reinstatement date of this policy.

Equitable Life will return a limited amount equal to the Premiums paid to the Company applicable to that Insurance Coverage(s), less any outstanding policy loans (including interest), less any withdrawals made since the First Policy Year Begins date, and less any other amounts already paid by the Company.

If the Life Insured who dies by suicide is the first Life Insured to die, we will pay the limited amount to you or your estate. If the Life Insured who dies by suicide is the last Life Insured to die, we will pay the limited amount to the Beneficiary(ies). Equitable Life will have no further liability under this policy.

GENERAL PROVISIONS (continued)

Incontestability: Failure to disclose a fact or the misrepresentation of a fact in the application for life insurance, medical examination, or any statement or answers provided 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 later of:

- (a) the Date Policy Takes Effect; and
- (b) the last Reinstatement date of this policy,

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 or amended Insurance Coverages effective after the Date Policy Takes Effect will be considered to be incontestable (with the exception of fraud) only after the additional or amended Insurance Coverage has been in effect for two (2) years from the later of:

- (1) the date the additional or amended Insurance Coverage took effect; and
- (2) the last Reinstatement date of 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.

Misstatement of Age or Sex:

If the date of birth and/or sex of any of the Lives Insured have been misstated, the amount payable under this policy due to the last death of those Lives Insured 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(s) and/or sex.

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

**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 7th Business Day following the day of mailing or on the 1st Business Day following electronic 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.

Participating:

This policy, excluding any Riders that may be attached to this policy, is a participating policy of the Company. As a participating policy, it is eligible to participate in the distributable earnings of the participating account in the form of dividends at each Policy Anniversary. Dividends are not guaranteed. They are subject to change, and will vary based on the actual investment returns in the participating account as well as mortality, expenses, lapse, claims experience, taxes and other experience of the participating block of policies. Each year the Company's Board of Directors determines, in its sole discretion, the amount of distributable earnings, if any, to be paid to participating policyholders in the form of dividends in accordance with the Company's Dividend Policy.

GENERAL PROVISIONS (continued)

- Proof of Age:** Equitable Life requires satisfactory proof of the dates of birth of the Lives 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 it within the 10 days. If for any reason during that time you want to cancel the Contract, any Premium received will be refunded as of the date Equitable Life receives your notice requesting cancellation. This policy will then be considered void from inception.
- Settlement on Death:** In the event of the last death of the Lives Insured under this policy, before making any payment under this policy, Equitable Life will require the policy and satisfactory proof of:
- (a) the deaths of the Lives Insured;
 - (b) the dates of birth of the Lives Insured;
 - (c) the sex of the Lives Insured; and
 - (d) the claimant's right to receive payment.
- Simultaneous Deaths:** Where both of the Lives Insured die at the same time or in circumstances where it is uncertain which of the Lives Insured died first, the Death Benefit payable shall be paid as though the oldest of the Lives Insured died first.
- Smoking Classification:** If a Life Insured has been classified as a smoker, at any time, subject to our administrative rules and guidelines, you may request that the Smoking Classification be changed to a non-smoker classification by providing a written declaration to Equitable Life that provides satisfactory evidence to qualify the Life Insured as a non-smoker. Equitable Life reserves the right to require evidence of good health before approving a change in Smoking Classification.

DEATH BENEFIT

An important part of your Equimax whole life insurance policy is the Death Benefit provided to the Beneficiary(ies).

Death Benefit: The Death Benefit will be payable to the Beneficiary(ies) provided this policy is in effect as of the date of the last death of the Lives Insured. The proceeds payable are calculated as of the date of the last death of the Lives Insured under this policy.

The Death benefit will be equal to the following:

- a) the total Insurance Amount as shown on the Description of Benefits page(s); plus
- b) any additional participating paid-up insurance purchased by dividends; plus
- c) the Cash Value of any Dividends On Deposit with Equitable Life plus accrued interest; plus
- d) any Rider benefits payable on the Life Insured; less
- e) any Premium which is currently due; less
- f) any Indebtedness under the policy;

or, the Death Benefit will be the amount of insurance provided under the Reduced Paid-Up Insurance option, if that option is in effect.

On the First Policy Year Begins date of this policy, the initial Equimax Death Benefit will be the total Insurance Amount as shown on the Description of Benefits page(s) of this policy.

PREMIUM

Premium is the term used to define the money that you pay to Equitable Life for your Equimax Whole Life policy.

Premium Schedule: is the section of your policy Contract that shows the amount of Premium payable for each Insurance Coverage under your policy.

Premium(s): 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).

The first Premium is due on the First Policy Year Begins date shown on the Policy Specifications page(s) of the policy.

Premium Type: If your policy has been issued with the Equimax Life Pay premium option (shown in the Premium Schedule), Premiums for the Equimax Insurance Coverage are payable to the last Policy Anniversary date shown in the Premium Schedule. If the policy is still in effect at the last Policy Anniversary date shown in the Premium Schedule, the Equimax Insurance Coverage will become paid up and no further Premiums for the Equimax Insurance Coverage under this policy would be due.

If your policy has been issued with the Equimax 20 Pay premium option (shown in the Premium Schedule), Premiums for the Equimax Insurance Coverage are payable for 20 years from the Effective Date of the Equimax Insurance Coverage shown on the Description of Benefits page(s). If, after 20 years, the policy is still in effect, the Equimax Insurance Coverage will become paid up and no further Premiums for the Equimax Insurance Coverage under this policy would be due.

If your policy has been issued with the Equimax 10 Pay premium option (shown in the Premium Schedule), Premiums for the Equimax Insurance Coverage are payable for 10 years from the Effective Date of the Equimax Insurance Coverage shown on the Description of Benefits page(s). If, after 10 years, the policy is still in effect, the Equimax Insurance Coverage will become paid up and no further Premiums for the Equimax Insurance Coverage under this policy would be due.

PREMIUM (continued)

Premiums for Riders: If your policy has been issued with any additional Riders, as shown on the Description of Benefits page(s) of this policy, Premiums are payable for these additional Riders as shown in the Premium Schedule. Premiums for these additional Riders may be required to be paid even if no further Premiums are required for the Equimax Insurance Coverage under this policy.

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

Grace Period: A Grace Period of 31 days measured from the date a Premium is due, is permitted for payment in full of the Premium 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 amounts applicable to that Life Insured will be deducted from the Death Benefit payable on the death of that Life Insured.

Automatic Premium Loan:

If a Premium is not paid when due and remains unpaid for 31 days, and the policy has a Cash Value an Automatic Premium Loan will be used to pay the Premium. With the Automatic Premium Loan the Company will use the Cash Value to advance the Premium amount due as a loan against the policy.

While unpaid Premium will become Indebtedness under the policy, you may choose to restart paying your Premium at any time while this policy is in effect. Unless specified as a loan repayment, any amounts submitted to Equitable Life will be applied to pay the current Premium due.

When the Cash Value is no longer sufficient to support an Automatic Premium Loan, the policy will lapse as set out under Grace Period. Upon policy lapse, your Insurance Coverage will terminate and Equitable Life will have no further liability under the policy subject to your rights under Reinstatement.

Any amount advanced through Automatic Premium Loan shall be Indebtedness under the policy, bearing interest from the date the Premium was due. Interest will be charged on Automatic Premium Loans at a rate as set by the Company from time to time and accrue daily from the effective date of the loan. At each Policy Anniversary, if the interest due on your Automatic Premium Loan is not paid, Equitable Life will add the interest due to the balance of your loan and interest will be charged on the entire Indebtedness under your policy. At any time, while this policy is in effect, you may repay all or a part of the amounts owed on the policy subject to a minimum amount as determined by us.

If, at any time while this policy is in effect, the total Indebtedness under this policy, including accrued interest, exceeds the Cash Value, this policy will lapse, your Insurance Coverage will terminate and Equitable Life will have no further liability under the policy subject to your rights under Reinstatement.

On the last death of the Lives Insured under this policy the outstanding Automatic Premium Loan balance plus any accrued interest shall be deducted from the Death Benefit payable.

PREMIUM (continued)

Reinstatement:

- a) If your Equimax whole life insurance 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 persons whose lives were insured under the policy are alive at the time payment is made.
- b) If your Equimax whole life insurance 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 all of the Lives Insured (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; plus
- (III) any Indebtedness under this policy.

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.

POLICY VALUES

Equimax whole life insurance provides you with some values that are guaranteed. The Table of Guaranteed Values page(s) in your policy shows the guaranteed values available at the applicable Anniversary Date.

Guaranteed

Cash Value:

The Cash Value shown in the Table of Guaranteed Values page(s) is the Guaranteed Cash Value associated with your policy.

Cash Value:

is equal to the Guaranteed Cash Value as set out in the Table of Guaranteed Values page(s) less any Indebtedness to Equitable Life, increased by the cash value of any dividends credited to this policy. Dividends are not guaranteed. Should you request to surrender your policy, the Cash Value will be paid to you within thirty (30) days of receipt of your written request to surrender. However, we reserve the right to defer payment for a period up to six (6) months after the date we receive your request to surrender. If we defer payment for thirty (30) days or more, we will add interest, at an interest rate determined by us, calculated from the date we receive your request to surrender.

Reduced Paid-Up Insurance:

Your policy also has a guaranteed Reduced Paid-Up Insurance value as shown in the Table of Guaranteed Values page(s). Under this option, provided there is a value shown in the Reduced Paid-Up Insurance column in the Table of Guaranteed Values at the applicable Anniversary Date, you can elect to continue your policy as paid-up life insurance with no further Premiums required.

The Insurance Coverage will be for a reduced amount, and will be at least equal to the Reduced Paid-Up Insurance amount as set out in the Table of Guaranteed Values page(s) at the applicable Anniversary Date.

Any Riders attached to this policy will terminate as at the effective date of the change to Reduced Paid-Up Insurance.

Once the Reduced Paid-Up Insurance option is elected the option cannot be changed. The Reduced Paid-Up Insurance policy is eligible to receive dividends. The dividend option that will apply to your Reduced Paid-Up Insurance policy will be determined by us at the time the request is received to change the policy to Reduced Paid-Up Insurance, and will be subject to our administrative rules and guidelines in effect at the time.

Please note that electing the Reduced Paid-Up Insurance option may have tax consequences and may result in your policy becoming non-exempt and your policy may be subject to income tax.

The option for Reduced Paid-Up Insurance may not be available depending on the Basic Insurance Amount you purchased for the Equimax Insurance Coverage.

DIVIDENDS

An important part of your Equimax whole life insurance policy is the dividends your policy is eligible to earn.

This policy is a Participating policy, which means it is eligible to participate in the distribution of surplus in the form of dividends at each Policy Anniversary. Dividends are not guaranteed. They are subject to change, and will vary based on the actual investment returns in the participating account as well as mortality, expenses, lapse, claims experience, taxes and other experience of the participating block of policies. Dividends are payable at the sole discretion of the Company's Board of Directors.

On the application for life insurance for this policy, you elected that dividends be applied under one of the following Dividend Options. If you did not elect a Dividend Option on the application, dividends will be applied to your policy based on the endorsement attached to this policy. You may request to change your Dividend Option by providing us with written request indicating the new option. Any change in Dividend Option is subject to our administrative rules and guidelines in effect at the time, and may require proof of continued good health and insurability of the Lives Insured. Changes to the Enhanced Protection Dividend Option are not permitted.

Dividend Options:

- Paid In Cash:** Under this dividend option, any dividends credited annually will be paid directly to you in cash. Dividends paid in cash may have tax consequences and you may have to report all or a portion of received payments as income for tax purposes.
- Premium Reduction:** Under this dividend option, any dividends credited annually will be applied to reduce the current policy Premium. If in the future, dividends payable are sufficient to pay your entire Premium, the excess, if any, will be paid directly to you in cash. Dividends paid in cash may have tax consequences and you may have to report all or a portion of received payments as income for tax purposes.
- Paid-Up Additions:** Under this dividend option, any dividend credited annually will be used to purchase participating paid-up insurance, which shall be payable at the same time as the Death Benefit.
- On Deposit:** Under this dividend option, any dividend credited annually will be deposited with Equitable Life. The dividend deposited with the Company will accumulate with compound interest at a rate as set by the Company from time to time. Interest earned will be reported as interest income to you each year.
- Enhanced Protection:** Under this dividend option, any dividend credited annually will be used to purchase an amount of One-Year Term Insurance, with the insurance to begin on the Policy Anniversary on which the dividend was credited. If the dividend credited was greater than the amount required to purchase the One Year Term Insurance, any remaining amount shall be used to purchase participating paid-up insurance in accordance with the Paid-Up Additions Dividend Option.

One-Year Term Insurance:

One-Year Term Insurance is additional non-participating insurance payable at the last death of the Lives Insured during the first policy year, or any subsequent policy year for which it is purchased. The amount of One-Year Term Insurance in the first policy year is provided automatically and is equal to the Initial Enhancement Amount as specified on the Description of Benefits page(s) of this policy. The One-Year Term Insurance is not eligible for dividends and has no cash surrender value.

The amount of One-Year Term Insurance in subsequent years shall be the lesser of:

- a) the amount that the dividend will purchase; and
- b) the Initial Enhancement Amount less any participating paid-up insurance in effect.

Once the Initial Enhancement Amount less any participating paid-up insurance in effect is equal to zero and the purchase of One-Year Term Insurance is no longer required, any dividends credited will be used to purchase participating paid-up insurance in accordance with the Paid-Up Additions Dividend Option.

DIVIDENDS (continued)**Enhanced Protection (continued):****Lifetime Enhancement Guarantee:**

Under the Enhanced Protection dividend option this policy has a Lifetime Enhancement Guarantee provision on the amount of One-Year Term Insurance.

The Lifetime Enhancement Guarantee means, during the lifetime of this policy, in which the Enhanced Protection Option is in effect, provided that all required Premiums are paid, and that there has not been any surrender of paid-up insurance for its cash value, Equitable Life guarantees that the amount of the One-Year Term Insurance will be equal to the Initial Enhancement Amount less any additional participating paid-up insurance in effect. This guarantee terminates upon the surrender of paid-up insurance for its cash value at any time.

This Lifetime Enhancement Guarantee provision will also automatically terminate if any of the following occurs:

- a) the policy lapses;
- b) the policy is surrendered for Reduced Paid-Up Insurance; or
- c) the Dividend Option is changed to any option other than Enhanced Protection after issue.

If any participating paid-up insurance purchased with dividends is surrendered for its cash value at any time, the Initial Enhancement Amount will be reduced by an amount equal to the face amount of the additional participating paid-up insurance surrendered other than for the purchase of One-Year Term Insurance as described above. The reduction of the Initial Enhancement Amount will be permanent.

The Initial Enhancement Amount is dependent on the Age, sex and Class of Risk of the Lives Insured. If the dates of birth or sex of any of the Lives Insured has been misstated, the Initial Enhancement Amount shall be adjusted according to what would have been purchased had the Initial Enhancement Amount been calculated based on the correct Ages and sex.

Conversion:

At any time prior to the Policy Anniversary nearest the 71st birthday of the oldest of the Lives Insured, while, all of the Lives Insured are living and while the Enhanced Protection Dividend Option is in effect, all or a portion of the amount of One-Year Term Insurance in effect under the Enhanced Protection Dividend Option, may be converted without evidence of insurability to a Joint Last-to-Die permanent life insurance coverage issued by the Company at the time of conversion and subject to administrative rules and guidelines in effect at that time.

The new policy may not be for an amount of insurance greater than the amount of One-Year Term Insurance in effect under the Enhanced Protection Dividend Option at the time of conversion and must meet the minimums and maximums then required by us for the amount of insurance coverage, premiums and age for the product selected. Premiums and/or cost of insurance charges for the new insurance coverage will be based on the attained Ages of the Lives Insured, at the rates in effect at that time for a similar Class of Risk as determined by us at the time of conversion. If you request an improvement of risk classification on conversion, such request is subject to our consent and our administrative rules and guidelines in effect at that time.

If the new policy is to contain any Riders, evidence of insurability satisfactory to the Company may be required.

If Premiums are being waived for this Equimax policy under the provisions provided by a disability waiver of premium benefit and the One-Year Term Insurance is converted, premiums will not be waived and will be payable for the new converted policy.

DIVIDENDS (continued)

Enhanced Protection – Conversion (continued):

The amount of One-Year Term Insurance in effect under the Enhanced Protection Dividend Option will be reduced by the amount converted. The reduction will be applied to the Initial Enhancement Amount as described in the Enhanced Protection provisions above.

When all of the One-Year Term Insurance has been converted, the Dividend Option will be changed to Paid-Up Additions and any existing participating paid-up insurance in effect at that time shall be applied in accordance with the Paid-Up Additions Dividend Option. Any dividends credited will be used to purchase participating paid-up insurance in accordance with the Paid-Up Additions Dividend Option.

SAMPLE

ACCESSING YOUR POLICY VALUES

Policy Loans:

At any time while this Equimax whole life policy is in effect, provided it has Cash Value and subject to our administrative rules and guidelines in effect at the time, you may request a Policy Loan from Equitable Life using the policy as security for repayment of the loan.

The maximum amount you may borrow of the then current Cash Value will be subject to our administrative rules and guidelines in effect at the time the loan is requested; however, the amount of the loan cannot be greater than ninety percent (90%) of the available Cash Value less any existing Indebtedness under this policy.

Taking a Policy Loan against the Cash Value in your Equimax Whole Life policy may have tax consequences and may be subject to income tax.

A Policy Loan will only be granted after Equitable Life has received a completed loan application. Normally, we will make the loan within thirty (30) days after the completed loan application has been received at our Head Office, in Waterloo, Ontario. However, we reserve the right to defer the loan for up to six (6) months.

Interest will be charged on Policy Loans at a rate as set by us from time to time and will accrue daily from the effective date of the loan.

At each Policy Anniversary, if the interest due on your Policy Loan is not paid, Equitable Life will add the interest due to the balance of your loan and interest will be charged on the entire Indebtedness under your policy. At any time, while this policy is in effect, you may repay all or a part of the amounts owed on the policy subject to the minimum amount as determined by us.

If, at any time while this policy is in effect, the total Indebtedness under this policy, including accrued interest, exceeds the Cash Value, this policy will lapse, your Insurance Coverage will terminate and Equitable Life will have no further liability under this policy subject to your rights under Reinstatement.

On the last death of the Lives Insured under this policy, any outstanding Policy Loan balance plus any accrued interest will be deducted from the Death Benefit.

Accessing the cash value generated by dividends:

Depending on the Dividend Option you have elected with your Equimax whole life policy, you have ability to access the additional cash value generated by dividends. Dividends are not guaranteed. It is important to note that surrendering paid-up insurance for its cash value or withdrawing cash value from dividends left on deposit with Equitable Life may have tax consequences and may be subject to income tax.

Surrender of paid-up additions:

If you have elected Paid-Up Additions or Enhanced Protection as the Dividend Option under this policy, you may request a surrender of participating paid-up insurance purchased by dividends at any time, provided it has not been applied under another provision contained in this policy. You will receive the cash value associated with the participating paid-up insurance you are surrendering.

It is important to note that you will forfeit the Lifetime Enhancement Guarantee associated with the Enhanced Protection Dividend Option, upon the surrendering of participating paid-up insurance to support a cash withdrawal.

Dividends left on deposit:

If you have elected On Deposit as the Dividend Option under this policy, you may withdraw the cash value of the dividends left on deposit with Equitable Life plus accrued interest at any time, provided it has not been applied under another provision contained in this policy.

LIVING BENEFIT

The Living Benefit allows you to apply for a payment from the Cash Value of this policy if a Life Insured becomes disabled from a severe mental or physical impairment as described below.

Any payment for the Living Benefit will be withdrawn from the Cash Value of your policy, which will reduce the Death Benefit of your policy. Any payment for the Living Benefit will be withdrawn first from any non-guaranteed cash value generated by dividends, if applicable, then from the guaranteed cash value. Any payment for the Living Benefit withdrawn from the guaranteed cash value will result in a reduction to the Basic Insurance Amount shown on the Description of Benefits page of your policy.

If you have elected the Enhanced Protection dividend option, payment of the Living Benefit will void the Enhancement Guarantee that applies to your policy.

The Living Benefit may be paid out subject to the following conditions and our administrative rules and guidelines in effect at the time of the payment:

- (a) one Living Benefit payment per policy will be permitted in any policy year;
- (b) the minimum and maximum Living Benefit payment in any policy year will be subject to our administrative rules and guidelines in effect at the time of the payment; and
- (c) any fees that may apply for withdrawals made under the Living Benefit will be subject to our administrative rules and guidelines in effect at the time of the payment.

A Living Benefit payment may not be available if you assigned this policy or if you have made an irrevocable beneficiary designation for the proceeds of this policy. A Living Benefit payment may not be available if a Life Insured has been assessed as a substandard health risk.

You may be able to take a Living Benefit payment upon written authorization to Equitable Life of the assignee or the irrevocable beneficiary, subject to our administrative rules and guidelines in effect at that time and the then current income tax legislation.

Qualifying to receive the Living Benefit payment does not guarantee that your policy will remain in effect. If you have not elected Waiver of Premium as an additional Rider with this policy on the Life Insured for whom this Living Benefit payment applies, or if the Waiver of Premium Rider has expired, has been terminated or the Life Insured does not meet all conditions for the benefit of the Waiver of Premium Rider, you must continue to make sufficient Premium payments in order to keep your policy in effect.

If you elect to take 100% of the Cash Value of your policy as a Living Benefit payment your policy will terminate and Equitable Life will have no further liability under this policy.

LIVING BENEFIT (continued)

In order to receive the Living Benefit payment, you must provide at your own expense evidence in writing satisfactory to Equitable Life from a medical practitioner, who is qualified and licensed in Canada, of the exhibited severe physical or mental impairment of a Life Insured. That Life Insured must be living at the time you apply for the Living Benefit payment. The impairment must have existed for a period of at least 90 days and:

- (a) must markedly restrict the ability of that Life Insured to perform any one of the following basic activities of daily living:
 - (i) perceiving, thinking and remembering;
 - (ii) feeding and dressing himself or herself;
 - (iii) speaking so as to be understood, in a quiet setting, by another person familiar with that Life Insured;
 - (iv) hearing so as to understand, in a quiet setting, another person familiar with that Life Insured;
 - (v) eliminating (bowel or bladder functions); or
 - (vi) walking;
 - or (b)
 - (i) must prevent that Life Insured, if normally employed, from performing the essential duties of his or her occupation or employment; or
 - (ii) must prevent that Life Insured, if not normally employed, from performing the essential duties of any occupation or employment for which he or she is qualified or could reasonably become qualified by reason of education; training or experience; or
 - (iii) must prevent that Life Insured, if normally responsible for the maintenance of a home or care of immediate family members, from performing the essential duties of maintaining that home or caring for those individuals;
- and the impairment under sub-paragraph (a) or (b) above must arise from one or more of the following:
- AIDS (Acquired Immune Deficiency Syndrome) or HTLV-III and/or HIV infection,
 - Alzheimer's Disease,
 - Cancer or Tumour,
 - Coronary Artery Disease, Myocardial Infarction, or Congestive Heart Failure
 - Chronic Kidney Failure, or Chronic Liver Disease,
 - Loss of a Limb,
 - Neuromotor disease,
 - Muscular Dystrophy,
 - Paralysis, paraplegia, or quadriplegia,
 - Receipt of a major organ transplant,
 - Third degree burns over more than 50% of the body,
 - Multiple Sclerosis,
 - Hepatitis,
 - Stroke, with or without paralysis,
 - Huntington's Chorea;
- or (c) has resulted in the total and permanent loss of sight in both eyes, or the use of both hands, or the use of both feet, or the use of one hand and one foot;
 - or (d) either the impairment or the illness or injury that caused the impairment is expected by the medical practitioner to result in the death of that Life Insured within 24 months of the date of diagnosis.

Pre-existing Conditions:

No Living Benefit will be payable if we determine that a Life Insured, who would have otherwise qualified for the Living Benefit, had that disability at the First Policy Year Begins date or the last reinstatement date of this policy. That determination will be based on the conditions specifically identified in, or that can reasonably be inferred to have existed at that time from, the application, a related declaration of health, or other information required by Equitable Life.

Exclusions:

No Living Benefit will be payable if a Life Insured's disability arises directly or indirectly from:

- a) suicide attempt or self-inflicted injury, regardless of the mental state of that Life Insured;
- b) committing or attempting to commit a criminal offence; or
- c) normal pregnancy or childbirth.

Taxation:

As of the First Policy Year Begins date of this policy the Income Tax Act (Canada) and Regulations provide that a disability benefit is not considered a disposition of an interest in a life insurance policy. Therefore as of the First Policy Year Begins date of this policy disability benefits are not subject to income tax. However, Equitable Life offers no guarantee that a Living Benefit payment will not be subject to income tax at the time it is made. Furthermore, it may not always be in your best interest to take a Living Benefit payment, should the Income Tax Act (Canada) and Regulations change in the future.

BEREAVEMENT COUNSELLING BENEFIT

On the last death of the Lives Insured under this policy and payment of the Death Benefit, Equitable Life will provide a Bereavement Counselling Benefit to the Beneficiary(ies) of this Equimax whole life policy. Equitable Life will reimburse the Beneficiary(ies) up to a maximum of \$1,000 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 last 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 \$1,000 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.

PROTECTION FROM CREDITORS

Protection from creditors may be available to the Owner of this Equimax whole life policy, subject to certain conditions.

TAX STATUS

This Equimax whole life policy is issued with the intention that it will be maintained exempt from accrual taxation under the provisions of the Income Tax Act (Canada) and Regulations in effect as of the First Policy Year Begins date of this policy.

Equitable Life reserves the right to modify this policy and its administration of this policy as required by changes to legislation and regulations that affect this policy, and to maintain the policy exempt from accrual taxation.

SETTLEMENT OPTIONS

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 last death of the Lives 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 last death of the Lives 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.

OPTION TO ELECT INDIVIDUAL POLICIES

At any Policy Anniversary prior to the Policy Anniversary nearest Age 75 of the oldest Life Insured and upon proof of material change in the relationship of the Lives Insured under this policy, subject to our administrative rules and guidelines in effect at that time, the Owner may request in writing to surrender this Joint Last to Die Equimax whole life policy and without evidence of insurability, elect new individual single life permanent plan policy coverage on each of the Lives Insured under this policy. Each new individual single life permanent plan policy can be for an amount up to 50% of the Equimax Insurance Amount in effect at the time of surrender, subject to the minimum amount of coverage required for the new policy. The definition of a material change in the relationship will be determined by us.

The request to elect the individual policies must be submitted to Equitable no later than 90 days after obtaining evidence of the material change, and such evidence may include without limitation a signed legal separation agreement, a divorce order, or a dissolution of a business partnership. Documentary evidence of the "material change" must be submitted to Equitable in accordance with our administrative rules and practices in effect at that time.

The premium and/or cost of insurance charges for the new individual single life permanent plan policy coverages will be based on the attained Age of each Life Insured at the rates in effect at that time, for a similar class of risk as determined by us. The new coverage(s) must meet the minimums and maximums then required by us for the amount of insurance coverage, premiums and age for the products selected. This Joint Last to Die Equimax Whole Life policy contract will terminate at the time the new single life policy coverage(s) are issued.

Please note that surrender of this Joint Last to Die Equimax whole life policy may have tax consequences and may be subject to income tax.

If Premiums for this Joint Last to Die Equimax whole life policy are being waived under a disability waiver provision and written request is received to elect individual policies, the premiums or cost of insurance charges will NOT be waived under the new policies and will be payable for any new permanent plan coverage issued on the lives insured through this provision.

Riders issued with this Joint Last to Die Equimax whole life policy may be added to the new policy coverage subject to availability and our then current administrative rules and guidelines.

If this Joint Last to Die Equimax whole life policy contains any exclusions, a similar exclusion will apply to the new policy contract, as will any limitations to our liability including the type, amount and Risk Classification of the coverage issued with this Joint Last to Die Equimax whole life policy.

All changes are subject to receipt of written request from the Owner at the Head Office of the Company and to terms and conditions determined by us at that time.

EXCELERATOR DEPOSIT OPTION

At any time while this policy is in effect, you can apply to add the Excelsator Deposit Option to this policy subject to our underwriting criteria and administrative rules and guidelines in effect at the time we receive your request to add the Excelsator Deposit Option.

If we approve the addition of the Excelsator Deposit Option to this policy, the provisions that apply are outlined in this Excelsator Deposit Option section of your contract.

The Excelsator Deposit Option allows you to make additional payments ("EDO Payments"), over and above the required policy Premiums, to purchase participating paid-up insurance, subject to our administrative rules and underwriting criteria in effect at the time you apply for the Excelsator Deposit Option and at the time you make an EDO Payment. A charge (premium load) applies to each EDO Payment to cover administration costs. The premium load that applies is set by Equitable Life and is not guaranteed. The participating paid-up insurance purchased by the Excelsator Deposit Option is in addition to the participating paid-up insurance purchased by the policy dividends. The Dividend Option must be either Paid-Up Additions or Enhanced Protection in order for you to make EDO Payments.

Single EDO Payment: Single EDO Payment refers to a one time EDO Payment. The Single EDO Payment can be made at any time subject to our administrative rules, payment limits and underwriting criteria in effect at the time you make the payment.

Planned EDO Payments:

Planned EDO Payments refer to the scheduled monthly or annual EDO Payments.

If we approve your application for planned monthly or annual EDO payments you will have up to 60 months from the date the application for the Excelsator Deposit Option was signed to make your initial payment.

If you miss or skip a planned EDO Payment, or you pay less than the approved planned EDO Payment amount the amount of EDO Payments you can make in the future may be limited in accordance with the administrative rules and guidelines in effect at the time of the EDO Payment and the maximum EDO Payment we will accept may be less than the planned amount.

The scheduled due date for your planned EDO Payment will depend on the premium mode selected for your policy. If the premium mode for your policy is monthly, the scheduled due date for monthly planned EDO Payments is the monthly policy anniversary and corresponds to the date the monthly premium for your policy is due. If the premium mode for your policy is annual, the scheduled due date for annual planned EDO Payments is the policy anniversary and corresponds to the date the annual premium for your policy is due.

If any EDO Payment has not been received within 60 months of the date the last EDO Payment was received, the Excelsator Deposit Option will stop. The Excelsator Deposit Option may be reinstated by providing a written request and satisfactory evidence of insurability that we require.

EXCELERATOR DEPOSIT OPTION (continued)

Changes:

You may elect to add an Excelsator Deposit Option after the First Policy Year Begins date and make planned EDO Payments to your policy subject to our administrative rules and you providing satisfactory evidence of insurability that we require. The amount of EDO Payments you can make may be limited and is subject to our approval.

You may request to increase your planned EDO Payments at any time. Additional evidence of insurability may be required. The amount of EDO Payments you can make may be limited and is subject to our approval.

You may request to stop your planned EDO Payments at any time and you may resume EDO Payments, without providing additional evidence of insurability, provided you resume EDO Payments within 60 months of the date the last EDO Payment was received. The amount of EDO Payments that you can make may be limited in accordance with the administrative rules and guidelines in effect at the time of the EDO Payment and the maximum EDO Payment we will accept may be less than the planned amount. If you apply to start your EDO Payments again after 60 months of not making EDO Payments, you must provide satisfactory evidence of insurability that we require.

You may only make EDO Payments if the dividend option chosen for your Equimax policy remains as Paid-Up Additions or Enhanced Protection. If you decide to change your dividend option to other than Paid-Up Additions or Enhanced Protection, the EDO Payments will no longer be accepted.

All changes and additions of the Excelsator Deposit Option must be requested to us in writing at our Head Office in Waterloo, Ontario.

Excelsator Deposit Option

Effective Date:

The Excelsator Deposit Option Effective Date is as follows a) if applied for at issue of the Equimax policy, the Excelsator Deposit Option Effective Date is the same as the First Policy Year Begins date as shown on the Policy Specifications page(s); or, b) if applied for or re-applied for after the First Policy Year Begins date, then the Excelsator Deposit Option Effective Date is the date the first EDO Payment is received following the approved application or re-application.

Term Rider(s):

If a term rider coverage(s) in effect on this policy applies to any of the Lives Insured, it may allow you to increase the planned EDO Payment, subject to our administrative rules and guidelines in effect at the time. Whether the Excelsator Deposit Option can be increased will be subject to our approval and you providing satisfactory evidence of insurability that we require.

If we approve the increase in the planned EDO Payment amount and you subsequently terminate a term rider coverage(s) we reserve the right to surrender participating paid-up insurance for its cash value and pay it to you in order to keep the policy exempt from accrual taxation. We also reserve the right to terminate the Excelsator Deposit Option or to limit the amount of subsequent planned EDO Payments we will accept. Surrendering paid-up insurance for its cash value may have tax consequences to you.

Waiver:

If the policy Premiums are being waived, you can continue to make EDO Payments. No increases or additions to the EDO Payments will be permitted while Premiums are being waived. If you are making EDO Payments when Premiums start being waived and then stop EDO Payments at a later time while Premiums are still being waived, you will not be permitted to resume EDO Payments while the policy Premiums continue to be waived.

EXCELERATOR DEPOSIT OPTION (continued)

Exclusion of the

Death Benefit - Suicide: If any of the Lives Insured dies by suicide, regardless of the mental state of that Life Insured, within two years after the latest approved application for an Excelsator Deposit Option, the Company's liability with respect to that Excelsator Deposit Option will be limited to the amount of the EDO Payments, less the cash value of any portion of the paid-up additional insurance that is surrendered during that two year period.

Incontestability:

Except in the case of fraud or error of age or sex, statements made in the Excelsator Deposit Option application will be considered incontestable two years after the Excelsator Deposit Option Effective Date.

Taxation:

This policy is issued with the intention that it will be maintained exempt from accrual taxation under the provisions of the Income Tax Act (Canada) and Regulations in effect as of the First Policy Year Begins date of this policy. In order to maintain your policy's tax-exempt status we reserve the right to limit the amount of an EDO Payment or to surrender participating paid-up insurance for its cash value and pay it to you. Surrendering paid-up insurance for its cash value may have tax consequences to you.

SAMPLE

ADDITIONAL ACCIDENTAL DEATH BENEFIT

SAMPLE

ADDITIONAL ACCIDENTAL DEATH BENEFIT

If the Company shall be furnished with due proof that the death of the Life Insured resulted from bodily injury caused solely by external, violent and accidental means received before the Expiry Date of this benefit and that such death occurred within 90 days of the date of sustaining such injury, the Company will pay the amount of the Additional Accidental Death Benefit in the Description of Benefits in addition to the Amount of Insurance.

Risks Not Assumed. The amount specified above will not be payable if the Life Insured's death shall result either directly or indirectly from:

1. Suicide, while sane or insane.
2. From war, or any act incident to war, whether declared or not, or any conflict between the armed services of countries or international organizations.
3. Making or attempting to make or descending from an aerial flight
 - (a) as a member of the aircraft crew or as one having any duties in connection with such flight, or
 - (b) as a participant in the training or manoeuvres of the armed forces of any country, or
 - (c) for instructional or training purposes.
4. Service in the armed forces of any country which is in a state of war, whether war be declared or not.
5. The taking of drugs or poison in any form or the inhalation of gas or fumes, whether voluntary or otherwise.

The Company shall have the right and opportunity to examine the body and make an autopsy.

Automatic Termination. This provision terminates on the earlier of the Expiry Date of this benefit and the date the policy terminates or is surrendered for cash or reduced paid-up insurance.

CHILDREN'S PROTECTION RIDER

SAMPLE

CHILDREN'S PROTECTION RIDER

Insured Child: In this Rider:

- (a) An Insured Child shall be any child, step-child or legally adopted child of the Life Insured at the date this Rider comes into effect and who is:
 - (i) named in the application for this provision, and
 - (ii) is at least 15 days of age and age 18 or under (based on nearest birthday), and
 - (iii) is not excluded by an endorsement to the policy to which this Rider is attached.
- (b) Each child of, or legally adopted by, the Life Insured shall automatically become an Insured Child upon the child attaining age 15 days or upon the date of adoption, whichever is later, provided the child is legally adopted before the child's 18th birthday; however, any child under the age of 15 days at the time of death of the Life Insured, or born or adopted following the death of the Life Insured shall not become an Insured Child.

Insurance Amount: The Insurance Amount refers to the Amount of the Children's Protection Rider Death Benefit as shown on the Description of Benefits page(s) of this policy.

Beneficiary: The Beneficiary under this Rider shall be the Life Insured under the policy to which this Rider is attached, if living, otherwise the Estate of the Life Insured.

Benefit: The Insurance Amount of this Rider shall be paid following proof of the death of an Insured Child provided death occurs:

1. After that Insured Child is 15 days of age and before that Insured Child's 25th birthday, and
2. Before the Insurance Amount on the Insured Child was converted, and
3. While this Rider is in effect.

Premiums: The premiums for this Rider are specified and payable for the period shown on the Premium Schedule page(s) of the policy.

If the policy has both a Disability Waiver of Premium Provision and this Rider in effect, and proof of disability of the Life Insured to which the Disability Waiver of Premium Provision applies is submitted to the Head Office of the Company, and approved by the Company, then the Company will waive the payment of premiums falling due under the Children's Protection Rider following approval, and premiums will continue to be waived until the earlier of the expiry date of this Rider and the date the Life Insured to which the Disability Waiver of Premium Provision applies is no longer disabled.

If this Rider and the policy are in effect and proof of death of the Life Insured under the policy is submitted to the Head Office of the Company, the Children's Protection Rider will become paid-up and continue in effect on each Insured Child with no further premiums due.

Premium Tax: The Premiums shown in the Premium Schedule include a provision for premium tax.

Conversion Option: The Insurance Amount on an Insured Child may be converted on or after the Insured Child's 21st birthday and prior to the Insured Child's 25th birthday, without evidence of insurability, for any permanent or term Insurance policy then issued by the Company for an amount of insurance not exceeding five (5) times the Insurance Amount under this Rider, provided:

1. Written request has been submitted to the Company on or after the Insured Child's 21st birthday and at least 30 days prior to the Insured Child's 25th birthday, and
2. This Rider is in effect at the date of conversion, and
3. The amount of insurance under the policy selected is not less than the minimum then required by the Company at the date of conversion.

Conversion to a policy with non-smoker premiums will be subject to providing the Company with satisfactory evidence of qualification at the date of conversion.

Premiums for the new policy will be based on the then published rates at the attained age of the Insured Child for a policy in the original class of risk applicable to the Insured Child under this Rider at the time of conversion.

If the Disability Waiver of Premium Rider is to be included in the new policy, evidence of insurability satisfactory to the Company must be submitted at the time of conversion.

Termination: This Rider shall automatically terminate if:

1. The policy is surrendered for cash or paid-up insurance, matures, expires, lapses or otherwise terminates except by the death of the Life Insured.
2. The policy is changed to another policy of insurance under which premiums are payable for a shorter period than the period specified on the Premium Schedule page of the policy.

General Provisions: The General Provisions of the policy also apply to this Rider.

DISABILITY WAIVER OF PREMIUM

SAMPLE

Disability Waiver of Premium Provision

Benefit: This Provision provides benefits only on the Life Insured shown under this provision on the Description of Benefits page(s)

If, while the policy to which this provision is attached and this provision are in force, proof is submitted that, before the Expiry Date of this provision, the Life Insured has become totally disabled and has been so disabled continuously for a period of not less than six consecutive months, the Company will waive the payment of each premium falling due under this policy after the commencement, and during the continuance, of such total disability; provided, however, that no premium which was payable more than twelve months prior to the receipt of written notice of claim at the Head Office of the Company will be waived. The premium waived will be the premium, according to the mode of payment in effect when such disability commenced.

Effective Date: The Effective Date of this provision is shown on the Description of Benefits page.

Total Disability: In this provision, "total disability" and "totally disabled" mean a state of incapacity caused by disease or bodily injury, such that the Life Insured is unable to perform each and every duty pertaining to his or her regular occupation, or if he she has no regular occupation, to engage in any gainful occupation for which he or she is reasonably fitted by education, training or experience.

After 24 months of any one continuous period of such disability, "total disability" and "totally disabled" mean the complete inability of the Life Insured, due to disease or bodily injury, to engage in any gainful occupation for which he is reasonably fitted by education, training or experience.

Total disability shall not exist while the Life Insured is engaged in any gainful occupation.

Misstatement of Age: The Company reserves the right to require satisfactory proof of the date of birth of the Life Insured covered under this provision before granting any benefits. If, on the Effective Date of this provision, the Life Insured was over age 55, at his or her nearest birthday, the liability of the Company under this provision will be limited to any premiums paid for this provision since such date.

Notice and Proof of Claim: Written notice of claim must be received at the Head Office of the Company

- (a) during the lifetime of the Life Insured covered under this provision
- (b) prior to the expiration of twelve months after the Expiry Date of this provision,
- (c) during the continuance of total disability;

otherwise the claim shall be invalid.

Due proof that the Life Insured has become totally disabled must be presented to and received at the Head Office of the Company within three months after receipt of written notice of claim hereunder; otherwise written notice of claim shall, for the purpose of determining commencement of liability hereunder, be deemed to have been received on the date on which the said due proof of disability was received at the Head Office of the Company.

Proof of Continuance of Total Disability: Both before and after approval of any claim hereunder the Company may from time to time demand proof of the continuance of total disability and, if such proof is not furnished, the Life Insured will be conclusively deemed to have ceased to be totally disabled within the meaning hereof prior to the date upon which such demand was made. The Company reserves the right to have the Life Insured examined at any time by a medical examiner appointed by the Company.

Recurrence of Total Disability: If, following a period of total disability, the Life Insured no longer qualifies for benefits under this provision, any subsequent disability commencing while this provision is in force resulting from, or contributed to by, the same cause or causes shall be considered to be a continuation of the previous total disability if the period of non-qualification is less than 6 months and shall be considered to be a new period of total disability if the period of non-qualification is 6 months or longer.

Risks Not Assumed: The benefits under this provision will not be granted if the total disability of the Life Insured resulted either directly or indirectly from:

- (a) self-inflicted injuries while sane or insane;
- (b) war, or any act incident to war, whether declared or not, or any conflict between the armed services of countries or international organizations;
- (c) service in the armed forces of any country which is in a state of war, whether war be declared or not.

Disability Waiver of Premium Provision (Continued)

Termination: This provision will terminate on the earliest of the following dates:

- (a) the Expiry Date is reached, unless the Life Insured is then totally disabled, in which event notice and proof of claim, if not previously provided, must be received at the Head Office of the Company within twelve months thereafter, otherwise the claim will be invalid; and
- (b) the date this policy lapses or otherwise terminates.
- (c) the date on which all insurance coverages, applicable to the Life Insured covered under this provision, are terminated.

SAMPLE

EQUILIVING CRITICAL ILLNESS INSURANCE

10 year renewable to age 75 (Level to age 75,
Level to age 100 (coverage for life), 20 Pay
coverage to age 75 and 20 Pay coverage for
life plans are also available)

SAMPLE

The Policy terms, conditions and provisions solely related to the life insurance coverage shall not apply to this EquiLiving Critical Illness Insurance Rider. All other terms, conditions and provisions of the Policy shall apply, unless specifically amended in these Rider pages.

This Rider provides Covered Condition Benefits only on the person who is shown as the Life Insured for this Rider coverage on the Coverage Specification/Description of Benefits page(s) of the Policy. For the purposes of this Rider the Life Insured shall be called the Person Insured. In situations where the base life insurance Policy is a joint or multi-life coverage, the provisions in this Rider apply only to a Person Insured under this Rider.

The following are definitions of some of the terms used in your EquiLiving Critical Illness Insurance Rider. Capitalized terms that are used but not defined in this Rider have the meanings defined in the Policy. If you need additional information or clarification, please call the Equitable Life of Canada Customer Service Line at 1-800-668-4095.

Beneficiary:	The Beneficiary of the Covered Condition Benefit(s) is the Person Insured, unless otherwise specified by the Policy Owner.
Birthday:	The anniversary of the day on which a person was born, which does not include the day the person was born.
Covered Condition:	A Covered Condition is an illness, condition, disorder or Surgery as defined under, and that meets all requirements of the Definitions of Covered Critical Conditions or Definitions of Early Detection Benefit Covered Conditions in this Rider. Any condition, illness, disorder, or Surgery not specifically defined under the Definitions of Covered Critical Conditions or Definitions of Early Detection Benefit Covered Conditions is not insured under this Rider and no Covered Condition Benefit shall be payable for such conditions, illnesses, disorders, or Surgeries.
Covered Condition Benefit:	A Covered Condition Benefit means an EquiLiving Benefit or an Early Detection Benefit.
Currency:	All amounts payable to or by the Company under the terms of this Rider are payable in the lawful currency of Canada.
Diagnosis (Diagnosed):	The Diagnosis of any Covered Condition or the advice to undergo Surgery for any Covered Condition requiring Surgery must be made by a Specialist. In the absence of a Specialist, a condition may be diagnosed by another qualified medical practitioner as approved by us. The date of Diagnosis shall be the date the Specialist makes the Diagnosis of the Covered Condition. The Diagnosis must be supported by objective medical evidence and the date of Diagnosis must occur while this Rider is in effect.
Effective Date:	This Rider takes effect on the Effective Date as shown on the Coverage Specification/Description of Benefits page(s) of this Rider, provided that: <ul style="list-style-type: none"> 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 Rider between the date the application was completed, and the date specified in the insurance legislation that applies.
Expiry Date (Expiry):	If the Sum Insured has not been paid, and this Rider has not otherwise terminated, this Rider expires on the date as shown on the Coverage Specification/Description of Benefits page(s) of this Rider, which is the Policy Anniversary nearest the Person Insured's 75 th Birthday (see also Termination of this Rider).
Extension of Expiry:	If Expiry of this Rider occurs during the Person Insured's Survival Period following Diagnosis of, or Surgery for, a Covered Condition, this Rider will remain in effect until the earlier of: <ul style="list-style-type: none"> a) the date of the Person Insured's death, or b) the date the Person Insured's Covered Condition Benefit becomes payable, provided this Rider has not terminated under any other Rider provisions. <p>The Extension of Expiry will provide coverage only for the Covered Condition that initiated the Extension of Expiry. The Extension of Expiry does not apply to any other Covered Condition that may be Diagnosed, or for which Equitable Life may be notified, during the Extension of Expiry.</p>
Neurological Deficit:	Neurological Deficits must be detectable by a Specialist and may include, but are not limited to, measurable loss of hearing, measurable loss of vision, measurable changes in neuro-cognitive function, objective loss of sensation, paralysis, localized weakness, dysarthria (difficulty with pronunciation), dysphasia (difficulty with speech), dysphagia (difficulty swallowing), impaired gait (difficulty walking), difficulty with balance, lack of coordination, or new-onset seizures undergoing treatment. Headache or fatigue will not be considered a Neurological Deficit.

- Person Insured:** The Person Insured is the person we have agreed to insure under this Rider and who is named as a Life Insured for this Rider on the Coverage Specification/Description of Benefits page(s) of this Policy. The Person Insured may or may not be the Owner of this Policy.
- Policy:** Policy means the insurance policy to which this Rider is attached and of which this Rider forms a part.
- Specialist:** A licensed medical practitioner practicing medicine in Canada or the United States or any other region as approved by Equitable Life who has been trained in the specific area of medicine relevant to the Covered Condition for which benefit is being claimed and who has been certified by a specialty examining board. The Specialist may not be the Owner, the Person Insured, or a relative by blood or marriage or a business associate of the Owner or of the Person Insured.
- Specialist includes but is not limited to, cardiologist, neurologist, nephrologist, oncologist, ophthalmologist, burn specialist and internist.
- Any tests or examinations that must be performed in order to satisfy the requirements of the Covered Condition must be conducted by a medical professional who is not the Owner, the Person Insured, or a relative by blood or marriage or business associate of the Owner or of the Person Insured.
- Sum Insured:** The Sum Insured is the critical illness insurance Benefit Amount shown on the Coverage Specification/Description of Benefits page(s) of the Policy.
- Surgery:** Surgery refers to the undergoing of surgery, on the written advice of a Specialist practicing medicine in Canada or the United States or any other region approved by Equitable Life, whose practice is restricted to the particular branch of medicine relating to the applicable surgery. Surgery must be performed by a Specialist.
- Survival Period:** Some Covered Conditions require a 30-day Survival Period as specified within their definitions. The Survival Period begins on the date of Diagnosis of, or Surgery for, a Covered Condition and ends 30 days following the date of Diagnosis of, or Surgery for, a Covered Condition, unless otherwise specified in the definition of the Covered Condition. The Person Insured must be alive at the end of the Survival Period and must not have experienced irreversible cessation of all brain functions during the Survival Period. If such irreversible cessation occurs, no Covered Condition Benefit is payable. If artificial life support is used to sustain the Person Insured during the Survival Period, the date the Person Insured experiences irreversible cessation of all brain functions shall be deemed to be the date of death of the Person Insured. Determination of irreversible cessation of all brain function shall be by generally accepted medical criteria.
- During the Survival Period, no premium payment is required. If a Covered Condition Benefit becomes payable, the amount of any premiums paid during the Survival Period will be added to any Covered Condition Benefit amount due.
- For Covered Conditions that do not have a Survival Period, the Person Insured must be alive at the time the Diagnosis is made.

RIDER EXCHANGE PROVISION

If this Rider is in effect at the time the Death Benefit under the Policy becomes payable causing the Policy to terminate, the Owner of this Policy or if applicable, the Contingent Owner, may request in writing, within 60 days of the death of the Insured Person, to exchange this Rider, with respect to any surviving Person Insured under this Rider, for a separate EquiLiving Critical Illness Insurance policy, without evidence of insurability.

The separate EquiLiving Critical Illness Insurance policy will be issued with:

- an effective date the same as this Rider,
- the same benefits, class of risk and smoking status as this Rider;
- the same premium rates in effect on the date of the exchange;
- the Person Insured's Age when this Rider was issued;
- an additional policy fee charged by Equitable Life (the applicable policy fee will be determined according to our administrative rules and guidelines at the time of exchange); and premium adjustments that may be required pursuant to our administrative rules if there is a difference between the modal factor for this Rider and the modal factor applicable to the new policy.

This Rider Exchange Provision only applies to this Rider. .

EquiLiving Benefit

The EquiLiving Benefit is the Sum Insured as shown on the Coverage Specification/Description of Benefits page(s) of the Policy.

If, while this Rider is in effect, the Person Insured is alive when Diagnosed with one of the Covered Critical Conditions as defined in the Definitions of Covered Critical Conditions and survives any applicable Survival Period following the date of Diagnosis of, or Surgery for, the Covered Critical Condition, the EquiLiving Benefit will, subject to applicable limitations and exclusions set out in this Rider, become payable.

The EquiLiving Benefit shall be payable to the Person Insured (or other Beneficiary as designated) provided this Rider is in effect on the first day following the satisfaction of all requirements of the Covered Critical Condition as defined in the Definitions of Covered Critical Conditions of this Rider. Any condition, illness, disorder, or Surgery not specifically defined as a Covered Critical Condition in the Definitions of Covered Critical Conditions in this Rider is not an insured condition and no EquiLiving Benefit will be payable for such condition, illness, disorder or Surgery.

The EquiLiving Benefit is payable only once per Person Insured and only for one Covered Critical Condition. Once the EquiLiving Benefit is paid, this Rider terminates for that Person Insured, regardless of how many additional Covered Critical Conditions the Person Insured may be diagnosed with. Payment of the EquiLiving Benefit represents the total fulfillment of all claims and benefits under this Rider for that Person Insured. Payment of the EquiLiving Benefit is subject to the exclusions set out in the definitions of Covered Critical Conditions, the exclusions and limitations in the section entitled "Exclusions and Limitations", as well as other limitations, conditions, and exclusions in this Rider or in the Policy.

Early Detection Benefit

If, while this Rider is in effect, the Person Insured is alive when Diagnosed with one of the Early Detection Benefit Covered Conditions as defined in the Definitions of Early Detection Benefit Covered Conditions and survives any applicable Survival Period following the date of Diagnosis of, or Surgery for, the Early Detection Benefit Covered Condition, the Early Detection Benefit will, subject to applicable limitations and exclusions set out in this Rider, become payable.

The Early Detection Benefit shall be payable to the Person Insured (or other Beneficiary as designated) provided this Rider is in effect on the first day following the satisfaction of all requirements of the Early Detection Benefit Covered Condition as defined in the Definitions of Early Detection Benefit Covered Conditions of this Rider. Any condition, illness, disorder, or Surgery not specifically defined as an Early Detection Benefit Covered Condition in the Definitions of Early Detection Benefit Covered Conditions in this Rider is not an insured condition and no Early Detection Benefit will be payable for such condition, illness, disorder or Surgery.

The Early Detection Benefit is equal to the lesser of:

- a) 15% of the then current Sum Insured; or
- b) \$ 50,000.

The Early Detection Benefit can be paid multiple times to each Person Insured during the lifetime of this Rider, but only once for each of the Early Detection Benefit Covered Conditions.

Any payment of the Early Detection Benefit will not reduce the Rider premium or the Sum Insured.

DEFINITIONS OF EARLY DETECTION BENEFIT COVERED CONDITIONS

The following are the definitions of the Early Detection Benefit Covered Conditions that are applicable to this this Rider.

In the following definitions: (i) the terms Tis, Ta, T1a, T1b, T1, and AJCC Stage 1 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8th Edition, 2018; and (ii) the term Rai stage 0 is as defined in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pasternack: Clinical staging of chronic lymphocytic leukemia, Blood 46:219, 1975.

Coronary Angioplasty:

The undergoing of an interventional procedure to unblock or widen a coronary artery that supplies blood to the heart to allow an uninterrupted flow of blood.

A 30-day Survival Period following the date of the procedure applies. The procedure must be determined to be medically necessary by a Specialist.

Ductal Breast Cancer:

A definite Diagnosis of the presence of ductal carcinoma in-situ of the breast.

The Diagnosis of Ductal Breast Cancer must be made by a Specialist and confirmed by pathological examination of the tissue.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Early Prostate Cancer:

A definite Diagnosis of either stage T1a or T1b prostate cancer, confirmed without lymph node or distant metastasis.

The Diagnosis of Early Prostate Cancer must be made by a Specialist and must be confirmed by pathological examination of the tissue.

For purposes of this Rider, Stage T1a or T1b prostate cancer means a clinically inapparent tumour that was not palpable on digital rectal examination and was incidentally found in resected prostatic tissue.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Gastrointestinal Stromal Tumours (AJCC Stage 1) :

A definite Diagnosis of malignant gastrointestinal stromal tumours (GIST) classified as AJCC Stage 1.

The Diagnosis of Gastrointestinal Stromal Tumours (AJCC Stage 1) must be made by a Specialist and confirmed by pathological examination of the tissue.

For purposes of this Rider, gastrointestinal stromal tumours (GIST) classified as AJCC Stage 1 means:

- Gastric and omental GISTs that are less than or equal to 10.0 cm in greatest dimension with five or fewer mitoses per 5.0 mm², or 50 per HPF; or
- Small intestinal, esophageal, colorectal, mesenteric and peritoneal GIST that are less than or equal to 5.0 cm in greatest dimension with five or fewer mitoses per 5.0 mm², or 50 per HPF.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Grade 1 Neuroendocrine Tumours (Carcinoid):

A definite Diagnosis of Grade 1 neuroendocrine tumours (carcinoid) confined to the affected organ, treated with Surgery alone and requiring no additional treatment other than medication to counteract the effects from hormonal oversecretion by the tumour.

The Diagnosis of Grade 1 Neuroendocrine Tumours (Carcinoid) must be made by a Specialist and confirmed by biopsy.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Papillary or Follicular Thyroid Cancer Stage T1:

A definite Diagnosis of papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 centimetres in greatest diameter and classified as T1, without lymph node or distant metastasis.

The Diagnosis of Papillary or Follicular Thyroid Cancer Stage T1 must be made by a Specialist and confirmed by pathological examination of the tissue.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Rai Stage 0 Chronic Lymphocytic Leukemia (CLL):

A definite Diagnosis of chronic lymphocytic leukemia (CLL) classified as Rai Stage 0 without enlargement of lymph nodes, spleen or liver and with normal red blood cell and platelet counts.

The Diagnosis of Rai Stage 0 Chronic Lymphocytic Leukemia (CLL) must be made by a Specialist and confirmed by appropriate blood tests.

Exclusions: No benefit will be payable under Rai Stage 0 Chronic Lymphocytic Leukemia (CLL) for Monoclonal Lymphocytosis of Undetermined Significance (MLUS)

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Superficial Malignant Melanoma:

A definite Diagnosis of stage 1A or 1B malignant melanoma of the skin that has not ulcerated into the dermis and is less than or equal to 1.0 mm in thickness.

The Diagnosis of Superficial Malignant Melanoma must be made by a Specialist and confirmed by pathological examination of the tissue.

Exclusions: No benefit will be payable under Superficial Malignant Melanoma for any malignant melanoma in situ.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

DEFINITIONS OF COVERED CRITICAL CONDITIONS

The following are the definitions of the Covered Critical Conditions that are applicable to this Rider.

In the following definitions: (i) the terms Tis, Ta, T1a, T1b, T1, and AJCC Stage 1 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8th Edition, 2018; (ii) the term Rai stage 0 is as defined in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pasternack: Clinical staging of chronic lymphocytic leukemia, Blood 46:219, 1975; and (iii) the term Mini Mental State Exam refers to MF Folstein, SE Forstein, PR McHugh, J Psychiatry Res. 1975; 12(3): 189.

Acquired Brain Injury:

A definite Diagnosis of new damage to brain tissue as result of traumatic injury, anoxia (an absence of oxygen) or encephalitis, resulting in one or more signs and symptoms of Neurological Deficits that:

- are present and verifiable on clinical examination or neuro-psychological testing;
- are corroborated by imaging studies of the brain such as Magnetic Resonance Imaging (MRI) or Computerized Tomography (CT) showing changes that are consistent in character, location and timing with the new damage, and
- persist for more than 180 days following the date of Diagnosis.

The Diagnosis of Acquired Brain Injury must be made by a Specialist.

Exclusions: No benefit will be payable under Acquired Brain Injury for:

- an abnormality seen on brain scans without definite related clinical impairment;
- neurological signs occurring without symptoms of abnormality.

Aortic Surgery:

The undergoing of Surgery for disease of the aorta requiring excision and surgical replacement of any part of the diseased aorta with a graft. Aorta refers to the thoracic and abdominal aorta but not its branches.

A 30-day Survival Period following the date of Surgery applies. The Surgery must be determined to be medically necessary by a Specialist.

Exclusions: No benefit will be payable under Aortic Surgery for:

- angioplasty,
- intra-arterial procedures,
- percutaneous trans-catheter procedures, or
- non-surgical procedures.

Aplastic Anemia:

A definite Diagnosis of a chronic persistent bone marrow failure, confirmed by biopsy, which results in anemia neutropenia and thrombocytopenia requiring blood product transfusion, and treatment with at least one of the following:

- marrow stimulating agents;
- immunosuppressive agents; or
- bone marrow transplantation.

The Diagnosis of Aplastic Anemia must be made by a Specialist.

Bacterial Meningitis:

A definite Diagnosis of meningitis confirmed by cerebrospinal fluid showing the presence of pathogenic bacteria. The presence of pathogenic bacteria must be confirmed by culture or other generally medically accepted microbiological testing. The Bacterial Meningitis must result in objective Neurological Deficit persisting for at least 90 days from date of Diagnosis.

The Diagnosis of Bacterial Meningitis must be made by a Specialist.

Exclusion: No benefit will be payable under Bacterial Meningitis for viral meningitis.

Benign Brain Tumour:

A definite Diagnosis of a non-malignant tumour located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The Person Insured must have undergone Surgery or radiation treatment or the tumour must have caused irreversible objective Neurological Deficits. These Neurological Deficits must be corroborated by diagnostic imaging showing changes that are consistent in character, location and timing with the Neurological Deficits.

The Diagnosis of Benign Brain Tumour must be made by a Specialist.

Exclusions: No benefit will be payable under Benign Brain Tumour for pituitary adenomas less than 10.0 mm, vascular malformations, Cholesteatomas, or infectious or inflammatory tumours.

90-day exclusion period: No Covered Condition Benefit will be provided for any benign brain tumour or any Covered Condition defined under this Rider contributed to or caused by any type of benign brain tumour (covered or not covered under this Rider) if within the first 90 days following the Effective Date of this Rider, or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- a Diagnosis of benign brain tumour (covered or not covered under this Rider); or
- one or more signs, symptoms, tests, investigations and/or medical consultations that lead directly or indirectly to a Diagnosis of benign brain tumour (covered or not covered under this Rider), regardless of the date of Diagnosis.

Requirement to report: The Owner or Person Insured must give written notification to Equitable Life's Head Office in Waterloo, Ontario, within 180 days if, following the later of 90 days from the Effective Date of this Rider or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any Diagnosis or one or more signs, symptoms, tests, investigations and/or medical consultations for benign brain tumour (covered or not covered under this Rider). If the Owner or Person Insured under this Rider fails to disclose this information, Equitable Life reserves the right to deny a claim for Benign Brain Tumour, or any Covered Condition caused by any benign brain tumour or treatment of any benign brain tumour.

The Owner may, by writing request to maintain this Rider in effect, provided the written request is received in Equitable Life's Head Office in Waterloo, Ontario, within 30 days of the date Equitable Life confirms that the 90-Day Benign Brain Tumour Exclusion and Requirement to Report applies. Upon receipt of the written request, Equitable Life may in the absence of fraud or misrepresentation, maintain this Rider in effect, with the condition that no Covered Condition Benefit will be payable for any:

- subsequent Diagnosis of any form of benign brain tumour (covered or not covered under this Rider);
- Covered Condition directly resulting from any benign brain tumour (covered or not covered under this Rider); and
- Covered Condition directly resulting from the treatment of any benign brain tumour (covered or not covered under this Rider).

If no written request is received as described above, this Rider will terminate, and Equitable Life will return all premiums paid for this Rider and no Covered Condition Benefit will be payable.

Blindness:

A definite Diagnosis of the total and irreversible loss of vision in both eyes, evidenced by:

- the corrected visual acuity being 20/200 or less in both eyes; or
- the field of vision being less than 20 degrees in both eyes.

The Diagnosis of Blindness must be made by a Specialist.

Cancer:

A definite Diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of cancer include carcinoma, melanoma, leukemia, lymphoma, and sarcoma.

The Diagnosis of Cancer must be made by a Specialist and must be confirmed by a pathology report.

Exclusions: No benefit will be payable under Cancer for the following:

- Lesions described as benign, non-invasive, pre-malignant, of low and/or uncertain malignant potential, borderline, carcinoma in situ, or tumours classified as Tis or Ta;
- Malignant melanoma of skin that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or accompanied by lymph node or distant metastasis;
- Any non-melanoma skin cancer, without lymph node or distant metastasis. This includes but is not limited to, cutaneous T cell lymphoma, basal cell carcinoma, squamous cell carcinoma or Merkel cell carcinoma;
- Prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;
- Papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest dimension and classified as T1, without lymph node or distant metastasis;
- Chronic lymphocytic leukemia classified as Rai stage 0 without enlargement of lymph nodes, spleen or liver and with normal red blood cell and platelet counts;
- Gastro-intestinal stromal tumours classified as AJCC Stage 1;
- Grade 1 neuroendocrine tumours (carcinoid) confined to the affected organ, treated with Surgery alone and requiring no additional treatment, other than medication to counteract the effects from hormonal oversecretion by the tumour; and
- Thymomas (stage 1) confined to the thymus, without evidence of invasion into the capsule or spread beyond the thymus.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Coma:

A definite Diagnosis of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 96 hours, and for which period the Glasgow coma score must be 4 or less.

The Diagnosis of Coma must be made by a Specialist.

Exclusions: No benefit will be payable under Coma for:

- medically induced coma;
- a coma which results directly from alcohol or drug use; or
- a Diagnosis of brain death.

Coronary Artery Bypass Surgery:

The undergoing of heart Surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts.

A 30-day Survival Period following the Surgery applies. The Surgery must be determined to be medically necessary by a Specialist.

Exclusions: No benefit will be payable under Coronary Artery Bypass Surgery for:

- angioplasty;
- intra-arterial procedures;
- percutaneous trans-catheter procedures; or
- non-surgical procedures.

Deafness:

A definite Diagnosis of the total and irreversible loss of hearing in both ears, with an auditory threshold of 90 decibels or greater within the speech threshold of 500 to 3,000 hertz.

The Diagnosis of Deafness must be made by a Specialist.

Dementia, including Alzheimer's Disease:

A definite Diagnosis of dementia, which must be characterized by a progressive deterioration of memory and at least one of the following areas of cognitive function:

- Aphasia (a disorder of speech);
- Apraxia (difficulty performing familiar tasks);
- Agnosia (difficulty recognizing objects); or
- Disturbance in executive functioning (e.g. inability to think abstractly and to plan, initiate, sequence, monitor, and stop complex behavior), which is affecting daily life.

The Person Insured must exhibit:

- Dementia of at least moderate severity, which must be evidenced by a Mini Mental State Exam of 20/30 or less, or equivalent score on another generally medically accepted test or tests of cognitive function; and
- Evidence of progressive worsening in cognitive and daily functioning either by serial cognitive tests or by history over at least a 6-month period.

The Diagnosis of Dementia must be made by a Specialist.

Exclusions: No benefit will be payable under Dementia, including Alzheimer's Disease for affective or schizophrenic disorders, or delirium.

Heart Attack (Acute Myocardial Infarction):

A definite Diagnosis of death of heart muscle due to obstruction of blood flow, that results in a rise and fall of cardiac biomarkers to levels considered diagnostic of acute myocardial infarction, with at least one of the following:

- Heart attack symptoms;
- New electrocardiographic (ECG) changes consistent with a heart attack; or
- Development of new pathological Q waves on ECG following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and/or angioplasty.

A 30-day Survival Period following the date of Diagnosis applies. The Diagnosis of Heart Attack (Acute Myocardial Infarction) must be made by a Specialist.

Exclusions: No benefit will be payable under Heart Attack (Acute Myocardial Infarction) for:

- ECG changes suggestive of a prior myocardial infarction;
- Other acute coronary syndromes, including angina pectoris and unstable angina; or
- Elevated cardiac biomarkers and/or symptoms that are due to medical procedures or diagnoses other than heart attack.

Heart Valve Replacement or Repair:

The undergoing of surgery to replace any heart valve with either a natural or mechanical valve or to repair heart valve defects or abnormalities.

A 30-day Survival Period following the date of the procedure applies. The procedure must be determined to be medically necessary by a Specialist.

Exclusions: No benefit will be payable under Heart Valve Replacement or Repair for:

- Angioplasty;
- Intra-arterial procedures;
- Percutaneous trans-catheter procedures; or
- Non-surgical procedures.

Kidney Failure:

A definite diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular hemodialysis, peritoneal dialysis or renal transplantation is initiated.

The Diagnosis of Kidney Failure must be made by a Specialist.

Loss of Independent Existence:

A definite Diagnosis of the total inability, due to disease or injury, to perform independently:

- with or without the aid of assistive devices;
- at least 3 of 6 Activities of Daily Living listed below;
- for a continuous period of at least 90 days; and
- with no reasonable chance of recovery.

The Diagnosis of Loss of Independent Existence must be made by a Specialist or other person as approved by Equitable Life and supported by an independent home care assessment made by an occupational therapist or equivalent.

Activities of Daily Living are as follows:

- Bathing–washing oneself in a bathtub, shower, or by sponge bath;
- Dressing–putting on and removing necessary clothing including braces, artificial limbs or other surgical appliances;
- Toileting–getting on and off the toilet and maintaining personal hygiene;
- Bladder and bowel Continence–managing your bowel and bladder function with or without protective undergarments or surgical appliances so that hygiene is maintained;
- Transferring–moving in and out of a bed, chair or wheelchair; and
- Feeding–consuming food or drink that has already been prepared and made available.

Loss of Limbs:

A definite Diagnosis of the complete severance of two or more limbs at or above the wrist or ankle joint as the result of an accident or medically required amputation.

The Diagnosis of Loss of Limbs must be made by a Specialist.

Loss of Speech:

A definite Diagnosis of the total and irreversible loss of the ability to speak as the result of physical injury or disease, for at least 180 days.

The Diagnosis of Loss of Speech must be made by a Specialist.

Exclusion: No benefit will be payable under Loss of Speech for all psychiatric related causes.

Major Organ Failure on Waiting List:

A definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys, or bone marrow, and transplantation must be medically necessary.

To qualify under Major Organ Failure on Waiting List, the Person Insured must become enrolled as the recipient in a recognized transplant centre in Canada or the United States of America that performs the required form of transplant Surgery. The date of Diagnosis is the date of the Person Insured's enrollment in the transplant centre.

The Diagnosis of the major organ failure must be made by a Specialist.

Major Organ Transplant:

A definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys, or bone marrow and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Person Insured must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities.

The Diagnosis of the major organ failure must be made by a Specialist.

Motor Neuron Disease:

A definite Diagnosis of one of the following: amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy.

The Diagnosis of Motor Neuron Disease must be made by a Specialist.

Multiple Sclerosis:

A definite Diagnosis of at least one of the following occurring after the later of the Effective Date, or the date of last Reinstatement of this Rider:

- Two or more separate clinical attacks, confirmed by at least one magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination;
- A single attack, with objective Neurological Deficits lasting more than 180 days, confirmed by MRI of the nervous system, showing multiple lesions of demyelination; or
- A single attack, confirmed by repeated MRI of the nervous system, which shows multiple new lesions of demyelination which have developed at intervals at least one month apart.

The Diagnosis of Multiple Sclerosis must be made by a Specialist.

Exclusions: No benefit will be payable under Multiple Sclerosis for the following:

- Solitary sclerosis;
- Clinically isolated syndrome;
- Radiologically isolated syndrome;
- Neuromyelitis optica spectrum disorders; or
- Suspected multiple sclerosis or probable multiple sclerosis.

One-Year exclusion period: No benefit will be payable for Multiple Sclerosis if, within the first year following the later of the Effective Date of this Rider or the date of the last Reinstatement of this Rider, the Person Insured has any of the following:

- One or more signs, symptoms or investigations that lead directly or indirectly to a Diagnosis of multiple sclerosis (covered or not covered under this Rider) regardless of when the Diagnosis is made; or
- A Diagnosis of multiple sclerosis (covered or not covered under this Rider).

Requirement to report: Medical information about the Diagnosis of Multiple Sclerosis and one or more signs, symptoms or investigations leading to the Diagnosis of Multiple Sclerosis must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 180 days of the date of Diagnosis. If this information is not provided within this period, Equitable Life has the right to deny any claim for Multiple Sclerosis or any Covered Condition caused by Multiple Sclerosis or its treatment.

Occupational HIV Infection:

A definite Diagnosis of infection with the Human Immunodeficiency Virus (HIV) resulting from accidental injury during the course of the Person Insured's normal occupation, which exposed the person to HIV contaminated body fluids.

The accidental injury leading to the infection must have occurred after the later of the Effective Date of this Rider, or the date of the last Reinstatement of this Rider.

Payment under this condition requires satisfaction of all of the following:

- the accidental injury must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 14 days of the accidental injury;
- a serum HIV test must be taken within 14 days of the accidental injury and the test result must be negative;
- a serum HIV test must be taken between 90 days and 180 days after the accidental injury and the result must be positive;
- all HIV tests must be performed by a duly licensed laboratory in Canada or the United States of America; and
- the accidental injury must have been reported, investigated and documented in accordance with current Canadian or United States of America workplace guidelines.

The Diagnosis of Occupational HIV Infection must be made by a Specialist.

Exclusions: No benefit will be payable under Occupational HIV Infection if:

- the Person Insured has elected not to take any available licensed vaccine offering protection against HIV;
- a licensed cure for HIV infection has become available prior to the accidental injury; or
- HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission and intravenous (IV) drug use

Paralysis:

A definite Diagnosis of the total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event.

The Diagnosis of Paralysis must be made by a Specialist.

Parkinson's Disease and Specified Atypical Parkinsonian Disorders:

Parkinson's Disease is defined as a definite Diagnosis of primary Parkinson's Disease, a permanent neurologic condition which must be characterized by bradykinesia (slowness of movement) and at least one of muscular rigidity, or rest tremor. The Person Insured must exhibit objective signs of progressive deterioration in function for at least one year, for which the treating neurologist has recommended dopaminergic medication or other generally medically accepted equivalent treatment for Parkinson's Disease.

Specified Atypical Parkinsonian Disorders are defined as a definite Diagnosis of progressive supranuclear palsy, corticobasal degeneration, or multiple system atrophy.

The Diagnosis of Parkinson's Disease or a Specified Atypical Parkinsonian Disorder must be made by a neurologist.

Exclusion: No benefit will be payable under Parkinson's Disease and Specified Atypical Parkinsonian Disorders for all other types of Parkinsonism.

One-Year exclusion period: No benefit will be payable for Parkinson's Disease or Specified Atypical Parkinsonian Disorders if, within the first year following the later of, the Effective Date of this Rider, or the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- one or more signs, symptoms or investigations that lead directly or indirectly to a Diagnosis of Parkinson's Disease, a Specified Atypical Parkinsonian Disorder or any other type of parkinsonism, regardless of when the Diagnosis is made; or
- a Diagnosis of Parkinson's Disease, a Specified Atypical Parkinsonian Disorder or any other type of parkinsonism.

Requirement to report: Medical information about the Diagnosis of Parkinson's Disease or Specified Atypical Parkinsonian Disorders and one or more signs, symptoms or investigations leading to the Diagnosis of Parkinson's Disease or Specified Atypical Parkinsonian Disorder must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 180 days of the date of the Diagnosis. If this information is not provided within this period, Equitable Life has the right to deny any claim for Parkinson's Disease or Specified Atypical Parkinsonian Disorders or, any Covered Condition caused by Parkinson's Disease or Specified Atypical Parkinsonian Disorders or their treatment.

Severe Burns:

A definite Diagnosis of third degree burns over at least 20% of the body surface.

The Diagnosis of Severe Burns must be made by a Specialist.

Stroke (Cerebrovascular Accident):

A definite Diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis, hemorrhage, or embolism with:

- acute onset of new neurological symptoms; and
- new objective Neurological Deficits on clinical examination persisting for more than 30 days following the date of Diagnosis.

These new symptoms and deficits must be corroborated by diagnostic imaging testing showing changes that are consistent in character, location and timing with the new Neurological Deficits.

A 30-day Survival Period following the date of Diagnosis applies. The Diagnosis of Stroke (Cerebrovascular Accident) must be made by a Specialist.

Exclusions: No benefit will be payable under Stroke (Cerebrovascular Accident) for:

- Transient Ischaemic Attacks;
- Intracerebral vascular events due to trauma;
- Ischaemic disorders of the vestibular system;
- Death of tissue of the optic nerve or retina without total loss of vision of that eye; or
- Lacunar infarcts which do not meet the definition of stroke as described above.

**90-Day
Cancer
Exclusion
and
Requirement
to Report:**

No Covered Condition Benefit will be provided for any cancer or any Covered Condition defined under this Rider contributed to or caused by any type of cancer (covered or not covered under this Rider) if within the first 90 days following the Effective Date of this Rider, or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- a) a Diagnosis of any form of cancer (covered or not covered under this Rider); or
- b) one or more signs, symptoms, tests, investigations and/or medical consultations that lead directly or indirectly to a Diagnosis of cancer (covered or not covered in this Rider), regardless of the date of Diagnosis.

The Owner or Person Insured must give written notification to Equitable Life's Head Office in Waterloo, Ontario, within 180 days, if, following the later of 90 days from the Effective Date of this Rider or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any Diagnosis or one or more signs, symptoms, tests, investigations and/or medical consultations for any form of cancer (covered or not covered under this Rider). If the Owner or Person Insured under this Rider fails to disclose this information, Equitable Life reserves the right to deny a claim for any cancer, or any Covered Condition caused by any cancer or treatment of cancer.

The Owner may, by writing, request to maintain this Rider in effect, provided the written request is received in Equitable Life's Head Office in Waterloo, Ontario, within 30 days of the date Equitable Life confirms that the 90-Day Cancer Exclusion and Requirement to Report applies. Upon receipt of the written request, Equitable Life may in the absence of fraud or misrepresentation, maintain the Rider in effect, with the condition that no Covered Condition Benefit will be payable for any:

- subsequent Diagnosis of any form of cancer (covered or not covered under this Rider);
- Covered Condition directly resulting from any cancer (covered or not covered under this Rider); and
- Covered Condition directly resulting from the treatment of any cancer (covered or not covered under this Rider).

If no written request is received as described above, this Rider will terminate, and Equitable Life will return all premiums paid for this Rider and no Covered Condition Benefit will be payable.

Exclusions:

In addition to any exclusions noted in this Rider, no Covered Condition Benefit will be paid if the Person Insured is diagnosed with a Covered Condition which arises directly or indirectly from:

- intentionally self-inflicted injuries, regardless of the state of mind of the Person Insured;
- war, or any act or incident of war, whether declared or not, or any conflict between the armed services of countries or international organizations;
- the Person Insured's intentional use or intake of any:
 - prescribed drug or narcotic other than as instructed by a physician;
 - legally available drug or narcotic for sale in Canada or the United States without a prescription, in a manner other than as recommended by the manufacturer;
 - drug or narcotic not legally available in Canada or the United States; or
 - any poisonous substance or intoxicant, including inhalation of toxic gases or fumes;
- committing or attempting to commit a criminal offence; or
- operating a motor vehicle while the concentration of alcohol in 100 milliliters of blood exceeds 80 milligrams.

**Covered
Condition
Outside of
Canada:**

If the occurrence or Diagnosis of one of the Covered Conditions occurs outside of Canada, the Covered Condition Benefit will be payable only if all the following conditions are satisfied:

- a) The complete medical records are made available and provided to Equitable Life's Head Office in Waterloo, Ontario; and
- b) The medical records provide evidence, satisfactory to Equitable Life that:
 1. the same Diagnosis would have been made if the illness or accident had occurred in Canada; and
 2. immediate treatment would have been indicated under Canadian standards; and
 3. the same treatment, involving the particular surgical procedure, would have been advised if treatment had taken place in Canada; and
- c) The Person Insured must undergo an independent medical examination by a Specialist appointed by Equitable Life if we make such request. In the case of elective Surgery, such an examination must be undergone before Surgery takes place.

PREMIUMS

Premiums:

Premiums are payable for this Rider, for the period specified in the Premium Schedule/Table of Charges for this Rider. With 10 Year Renewable as your premium type, your guaranteed premiums will automatically renew and increase every 10 Policy years. At the Policy Anniversary nearest the Person Insured's 75th Birthday, premiums will cease, and this Rider and all its benefits will terminate for that Person Insured.

Reinstatement: You may apply to have this Rider and the Policy reinstated within two years following the lapse of the Policy. The requirements for Reinstatement of this Rider are:

- a) evidence of ongoing good health and insurability of the Person Insured satisfactory to the Company; and
- b) payment of all premiums, with interest (at a rate determined by the Company) from the date of lapse of the policy and/or this Rider.

The effective date of the Reinstatement will be the date all of the above requirements for Reinstatement are met. This Rider cannot be reinstated unless the Policy is reinstated.

CHANGE PRIVILEGE

You may change your EquiLiving 10 Year Renewable to Age 75 Critical Illness Insurance Rider, without evidence of insurability to a:

- Level to Age 75, Level to Age 100 or 20 Pay coverage for Life critical illness plan, provided such plan is available pursuant to the Company's then current administrative rules, at any time up to and including the Policy Anniversary nearest the Person Insured's 60th Birthday, or
- 20 Pay coverage to Age 75 critical illness plan provided such plan is available pursuant to the Company's then current administrative rules, at any time up to and including the Policy Anniversary nearest the Person Insured's 54th Birthday.

To make a change:

- a) your notice to the Company must be received by the Company prior to the Policy Anniversary nearest the Person Insured's Birthday indicated above; and
- b) no increase in Sum Insured is requested; and
- c) this Critical Illness Insurance Rider is in effect at the time the change is requested and at the effective date that the change takes place.

The changed critical illness plan will be the applicable critical illness plan that was available when this Critical Illness Insurance Rider was put into effect. The premium rates for the changed critical illness plan will be the rates in effect for that plan on the date of the change and will be based on the Person Insured's age on their Birthday nearest to the effective date of the changed critical illness plan and for the same class of risk and smoking status as this Critical Illness Insurance Rider. If the change is to a 20-Pay plan, the 20-year payment period will start at the date of the change.

TERMINATION

In addition to any other termination or expiry provisions contained within the Policy, this Rider and all benefits associated with it for the Person Insured, will terminate on the earliest of:

- a) the lapse of the Policy;
- b) the termination of the Policy;
- c) the date of death of the Person Insured;
- d) the effective date of the Rider Exchange Provision;
- e) the date the EquiLiving Benefit under this Rider becomes payable;
- f) the written Cancellation request by the Owner to cancel this Rider, effective on the date the notice is received by Equitable Life at its Head Office in Waterloo, Ontario; or
- g) the Expiry Date of this Rider as shown on the Coverage Specification/Description of Benefits page(s) for this Rider.

Cancellation: You may cancel this Rider at any time by providing notice to the Company. Upon the date of receipt of your notice, the premiums applicable to this Rider shall cease; and this Rider and all other benefits provided by it shall terminate.

GENERAL PROVISIONS

The following are General Provisions that apply to this EquiLiving Critical Illness Insurance Rider.

Assignment: This Rider 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.

Smoker Classification: For this Rider, if a Person Insured has been classified as a smoker, at any time, subject to our administrative rules and guidelines, you may request that the Smoker Classification be changed to a non-smoker classification by providing a written declaration to Equitable Life's Head Office in Waterloo, Ontario, that provides satisfactory evidence to qualify the Person

GENERAL PROVISIONS-continued

Insured as a non-smoker. Equitable Life reserves the right to require evidence of good health before approving a change in Smoker Classification.

Compliance with Provincial Legislation: If any terms, conditions or provisions of this Rider conflict with the legislation of the province where the Person Insured resided on the date of application, the term, condition or provision shall be amended to meet the minimum requirement of such legislation.

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

STATUTORY CONDITIONS

Waiver: Equitable Life will be deemed not to have waived any condition of this Rider, either in whole or in part, unless the waiver is clearly expressed in writing signed by us. (If the insurance legislation that governs this Rider does not include this condition, this condition does not apply).

Material Facts: No statement, made by the Owner or the Person Insured at the time of application for this Rider, shall be used in defense of a claim under or to avoid this Rider unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Notice and Proof of Claim: The Owner or the Person Insured, or a Beneficiary entitled to make a claim, or the agent of any of them, shall;

- a) give written notice of claim to Equitable Life:
 - i. by delivery of the notice of claim, or by sending it by registered mail to our Head Office in Waterloo, Ontario, or chief agency of Equitable Life in the Province; or
 - ii. by delivery of the notice of claim to an authorized agent of Equitable Life in the Province;
 not later than 30 days from the date a claim arises under this Rider for a Covered Condition;
- b) within 90 days from the date a claim arises under this Rider for a Covered Condition, furnish to Equitable Life's Head Office in Waterloo, Ontario, such proof as is reasonably possible in the circumstances of the happening of the Covered Condition, the right of the claimant to receive payment, the claimant's age, and the age of the Beneficiary if relevant; and
- c) if required by Equitable Life, furnish us with a satisfactory certificate as to the cause or the nature of the Covered Condition for which claim may be made under this Rider.

Failure to Give Notice or Proof: Failure to give notice of claim or furnish proof of claim within the time prescribed/required by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date the claim arises under this Rider if it is shown that it was not reasonably possible to give notice or furnish proof within the time prescribed/required by this condition.

Insurer to Furnish Forms for Proof of Claim: Equitable Life will furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time, the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the Covered Condition giving rise to the claim.

Rights of Examination: As a condition precedent to recovery of insurance money under this Rider, the claimant will furnish Equitable Life with an opportunity to examine the person of the Person Insured when and so often as we reasonably require while the claim under this Rider is pending.

When Money is Payable: All money payable under this Rider will be paid by us within 60 days after we have received proof of claim.

TERM LIFE INSURANCE

(available on single life plans only)

SAMPLE

The Policy terms, conditions and provisions apply to this Term Life Insurance Rider, unless amended by the provisions in these Rider pages.

Life Insured:	is the person whose life is insured under the provisions of this Term Life Insurance Rider and is named on the Coverage Specifications or Description of Benefits page(s).
Benefit Provision:	Provided that this Term Life Insurance Rider ("Rider") and the Policy to which this Rider is attached are in effect at the date of the Life Insured's death, Equitable Life will pay to the Beneficiary the amount of Term Life Insurance Rider Death Benefit (the "Death Benefit") applicable to the Life Insured as shown on the Coverage Specifications or Description of Benefits page(s).
Beneficiary (ies):	Equitable Life will pay the Death Benefit to the Beneficiary (ies) under the Beneficiary designation in effect at the date of the Life Insured's death. While this Rider is in effect the Owner may choose to designate in writing to us a change in Beneficiary (ies) to receive the Death Benefit if that change is allowed under laws that apply. If no Beneficiary is designated or surviving at the time of the Life Insured's death, any amount payable as a result of the Life Insured's death will be payable to the Owner, if living, or otherwise to the Owner's estate.
Death Claim:	<p>In the event of a claim due to the Life Insured's Death, Equitable Life will require the following before paying the Death Benefit:</p> <ul style="list-style-type: none">(a) the Policy;(b) satisfactory proof of the death of the Life Insured;(c) satisfactory proof of the date of birth of the deceased Life Insured;(d) satisfactory proof of the sex of the deceased Life Insured;(e) the claimant's right to receive payment; and(f) name and age of the Beneficiary.
Effective Date:	<p>This Rider takes effect on the Effective Date shown for this Rider on the Coverage Specifications or Description of Benefits page(s) of the Policy to which this Rider is attached, provided that:</p> <ul style="list-style-type: none">a) the full amount of the first Premium has been paid to the Company, andb) 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.
Expiry Date:	The Expiry Date of this Rider is shown on the Coverage Specifications or Description of Benefit page(s) of the Policy, the Death Benefit and all other benefits provided by the Rider shall terminate at the Expiry Date.
Premium:	The Premiums for this Rider are specified in the Premium Schedule of the Policy to which this Rider is attached.
Premium Tax:	The premiums shown in the Premium Schedule include a provision for premium tax.
Suicide:	If the Life Insured dies by suicide while sane or insane, within two years after the Effective Date or reinstatement date of this Rider, the liability of Equitable Life shall be limited to any amounts paid to Equitable Life for this Rider.
Misstatement of Age:	If the date of birth of the Life Insured has been misstated, the amount payable under this Rider due to death of the Life Insured will be the amount that the premiums would have purchased had the premiums been calculated based on the correct age.
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 applicable Insurance Act or other applicable legislation.

Class of Risk:

Classification of Risk:

Equitable Life evaluates insured 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 and to determine the Premium rates applicable to each Life Insured based on the amount of insurance coverage.

Each Classification of Risk currently available for this Rider takes into consideration Standard and Lifestyle Classifications. The applicable risk classifications are determined at the Effective Date of this Rider and are shown on the Coverage Specifications or Description of Benefits 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. These classes indicate the Premium rates set by Equitable Life for a Standard Classification for the type and amount of insurance coverage provided by this Rider. 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. Lifestyle Classification risk factors include more specific aspects of family health history, tobacco usage, health and lifestyle of the proposed Life Insured, 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 and the Class of Risk are shown on the Coverage Specifications or Description of Benefits 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 the administrative rules and practices in effect at that time.

Automatic Coverage**Continuation Provision:**

If the base policy to which this Rider is attached ends, and this Rider is in effect at that time, we will continue the coverage provided under this Rider until the earlier of the Expiry Date for this coverage, or until you ask us to terminate the coverage. The premiums for the continuation of coverage may increase and you may be able to request additional riders to be added, based on the administrative rules and practices in effect at that time.

Separate Term Life**Insurance Policy Option:**

At any time, while this Rider and the Policy to which it is attached are in effect, you may request that the Insurance Coverage applicable to a Life Insured under this Rider be cancelled and a separate policy be issued on that Life Insured. This option will be based on the administrative rules in effect at that time.

Conversion Option:

If this Rider is 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 71st birthday and while this Rider and the Policy to which it is attached are in effect, this Rider may be converted to any permanent life insurance product issued by Equitable Life at that time, without evidence of insurability upon proper release, and based on the administrative rules and practices in effect at that time.

If this Rider is Term 30/65 Insurance Coverage, at any time prior to the Policy Anniversary nearest the Life Insured's 60th birthday, while this Rider and the Policy to which is attached are in effect, this Rider may be converted to any permanent life insurance product issued by Equitable Life at that time, without evidence of insurability upon proper release, and based on the administrative rules and practices in effect at that time.

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

You may convert the Insurance Coverage of the Term Life Insurance Rider, provided that the election of a death benefit option on the new policy does not increase the Insurance Coverage amount. If such 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 classification and Death Benefits.

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

Lifestyle Classification	Conversion prior to 10th coverage anniversary	Conversions after 10th coverage anniversary or to products without preferred risk classifications
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

Any request for improvement of risk classification on conversion will be subject to consent by us and based on the administrative rules and practices in effect at that time.

The premium required for the converted insurance coverage will be based on the premium or cost of insurance rates for the product in effect at that time, 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. This Rider will terminate on the date prior to the effective date of the converted policy.

If the Policy to which this Rider is attached contains any Disability Waiver of Premium or Charges Rider then, at your request, the converted policy may also contain the same provision on the Life Insured, if available and permitted under the terms of the rider, subject to receipt of evidence of insurability satisfactory to us.

Availability of riders and benefits on the converted policy are subject to the administrative rules and practices in effect at that time.

Term Life Insurance Rider – continued

Conversion Option - continued:

If this conversion option is exercised while premiums or charges are being waived for this Rider under a Disability Waiver of Premium or Charges Provision for the Policy to which this Rider is attached, the premiums will not be waived and will become payable under the converted policy.

If this Rider contains any total disability provision and the Life Insured is disabled prior to the Policy Anniversary nearest the Life Insured's 60th birthday and the disability continues to the Policy Anniversary nearest the Life Insured's 65th birthday, conversion not previously having been requested, we will have the option to convert this Rider to a permanent life insurance product as determined by us and subject to the current administrative rules and practices in effect at that time. 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 Rider 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.

Partial Conversion Option:

You may elect to partially exercise the Conversion Option with conversion to a new policy with an amount of insurance less than the maximum permitted by the Conversion Option. At that time, you may elect to continue this Rider, for the reduced amount, subject to that reduced amount not being less than the minimum required for this Rider. This is provided that the death benefit amount payable under this Rider together with the benefit amount payable under the new policy, is not greater on death or disability of the Life Insured than what would have been payable by us had the partial conversion not taken place.

The Life Insured's Risk Classification, Lifestyle Classification and Cost of Insurance or Premium rates for this Rider may also change, as determined by us, depending on our minimum amount rules for the remaining amount of this Rider.

Upon partial conversion future premiums or cost of insurance charges and benefits associated with this reduced Rider will be determined based on the reduced amount.

The terms and conditions of the Conversion Option and Partial Conversion Option will continue to apply to this reduced Rider.

Term Life Insurance Rider – continued

**10 Year Renewable and
Convertible Term
Exchange Option:**

If this Rider is 10 Year Renewable and Convertible Term Insurance Coverage you have the option, while this Rider is in effect, to exchange this Rider for a 20 Year Renewable and Convertible Term Life Insurance Rider without evidence of insurability, based on the administrative rules and practices in effect at that time.

This option is available beginning on the first anniversary of the Effective Date of the Term Rider Insurance Coverage shown in the Coverage Specifications or Description of Benefit(s) pages and ending on the earlier of the 5th anniversary of the Rider coverage and the anniversary nearest the Life Insured's 65th 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 and Convertible Term Insurance Coverage, 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 and Convertible Term Life Insurance Rider cannot exceed the Insurance Coverage amount for the 10 Year Renewable and Convertible Term Life Insurance Rider 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 based on the administrative rules and practices in effect at that time.

The premium required for the exchanged 20 Year Renewable and Convertible Term Life Insurance Rider will be based on the 20 Year Renewable and Convertible Term rates in effect at that time, 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 and Convertible Term Life Insurance Rider being exchanged, subject to the administrative rules and practices in effect at that time. The Effective Date of the 20 Year Renewable and Convertible Term Life Insurance Rider will be the date of exchange.

The 10 Year Renewable and Convertible Term Life Insurance Rider 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 and Convertible Term Life Insurance Rider coverage is provided.

If there is any exclusion that is applicable to the 10 Year Renewable and Convertible Term Life Insurance Rider, a similar exclusion will apply to the exchanged 20 Year Renewable and Convertible Term Life Insurance Rider, along with any limitations to our liability regularly included for the type, amount, and Class of Risk of the exchanged coverage then issued.

Term Life Insurance Rider – continued

Reinstatement:

a) If this Rider lapses at the end of the Grace Period because a premium due at the beginning of the Grace Period was not paid, this Rider 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 person whose life was insured under this Rider is alive at the time payment is made.

b) If this Rider lapses and it is not reinstated under subsection (a), this Rider may be reinstated within two (2) years of its lapse upon written application by you and submission of satisfactory evidence of insurability pertaining to the Life Insured, based on attained age and according to the underwriting guidelines in effect at that time as determined by Equitable Life.

The reinstatement of this Rider 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 this Rider 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 current legislation.

Termination:

This Rider and all benefits associated with it terminate on the earliest of:

- (a) the expiry date of this Rider,
- (b) the date the Policy lapses,
- (c) the date of termination of the Policy,
- (d) the date of death of the Life Insured, or
- (e) the effective date of the separate Term Life Insurance policy or converted policy.

Cancellation:

You may cancel this Rider at any time, by providing notice to the Company. Upon the date of receipt of your notice, the Premiums or Cost of Insurance charges applicable to this Rider shall cease, and this Rider, the Death Benefit and all other benefits provided by it shall terminate.

APPLICANT'S DEATH AND DISABILITY WAIVER

SAMPLE

All Policy provisions and definitions apply to this Waiver of Premium Rider, unless amended by the provisions in these Rider pages.

Applicant in this Rider means the person insured under the Applicant's Death and Disability Waiver of Premium Rider as shown on the Description of Benefits page(s). Insured in this Rider means the person insured under the policy to which this Rider is attached as shown on the Description of Benefits page(s).

Disability Waiver of Premium Benefit:

Benefit Provision: Provided this Applicant's Disability Waiver of Premium Rider ("Rider") and the policy to which it is attached are in effect and proof of continuous Total Disability of the Applicant under this Rider for a period of not less than six (6) months has been provided to us, and we have approved the claim, Equitable Life will waive the payment of each premium due under the policy until age 21 of the Insured under the policy to which this Rider is attached, or until the Applicant under this Rider is no longer disabled, whichever occurs first. However, no premium which fell due more than 12 months prior to receipt of notice of Total Disability at Equitable Life's Head Office in Waterloo, Ontario, will be waived.

Expiry Date: The expiry date of this Rider is the earliest of the policy anniversary nearest attained age 60 of the Applicant under this Rider or age 21 of the Insured under the policy to which this Rider is attached. If no Disability Waiver of Premium claim has been made prior to the expiry date of this Rider, the premiums for this Rider will cease and any benefits under this Rider will terminate on the expiry date.

Total Disability: Total Disability and Totally Disabled are defined as a state of incapacity caused by disease or bodily injury which results in the Applicant's inability to perform all duties of his or her regular occupation. If the Applicant has no occupation, Total Disability and Totally Disabled mean the inability to engage in any occupation for which the Applicant is qualified or may reasonably become qualified by education, training or experience.

After the premiums have been waived for a period of twenty-four (24) months, Total Disability and Totally Disabled will be defined as the Applicant's inability to engage in any occupation for which the Applicant is qualified or may reasonably become qualified, by education, training or experience.

Total Disability will not be considered to exist while the Applicant is engaged in any form of gainful employment.

**Proof of Continuance
of Total Disability:**

Both before and after approval of any claim under this Rider, Equitable Life may, from time to time, request proof of continuance of Total Disability. If proof of Total Disability is not provided, the Applicant will be conclusively deemed to have ceased to be Totally Disabled on the date upon which the request for proof was made.

**Rights of
Examination:**

As a condition precedent to our approval of Disability Waiver of Premium under this contract, the claimant will provide us with an opportunity to examine the Applicant when and so often as we reasonably require while the claim under this Rider is pending and during any period of Total Disability.

**Recurrence of
Total Disability:**

If, following a period of Total Disability, the Applicant no longer qualifies for a waiver under this Rider, any subsequent Total Disability commencing while this Rider is in effect that is considered to be a result of the same disease or bodily injury will be considered to be a continuation of the previous Total Disability if the period of non-qualification under this Rider is less than six (6) months. It will be considered to be a new period of Total Disability if the period of non-qualification is six (6) months or longer.

Death Waiver of Premium Benefit:

Benefit Provision: Provided this Applicant's Death Waiver of Premium Rider ("Rider") and the policy to which it is attached are in effect and proof of death of the Applicant under this Rider has been provided to us, and we have approved the claim, Equitable Life will waive the payment of each premium due under the policy until age 21 of the Insured under the policy to which this Rider is attached.

Expiry Date: The expiry date of this Rider is the earliest of the policy anniversary nearest attained age 60 of the Applicant under this Rider or age 21 of the Insured under the policy to which this Rider is attached. If no Death Waiver of Premium claim has been made prior to the expiry date of this Rider, the premiums for this Rider will cease and any benefits under this Rider will terminate on the expiry date.

General Provisions:

Notice and Proof of Claim:

Written Notice and Proof of Claim for the Disability Waiver of Premium Benefit must be filed with us at Equitable Life's Head Office in Waterloo, Ontario:

- a) while the Applicant is alive, and
- b) prior to twelve (12) months after the Expiry Date of this Rider.

Written Notice and Proof of Claim for the Death Waiver of Premium Benefit must be filed with us at Equitable Life's Head Office in Waterloo, Ontario, prior to twelve (12) months after the Expiry Date of this Rider.

Misstatement of Age: Equitable Life reserves the right to require satisfactory proof of the date of birth of the Applicant covered under this Rider prior to granting any benefits payable under this Rider. If, on the effective date of this Rider, the Applicant was over the attained age of 55, the liability of the Company under this Rider will be limited to any premiums paid for this Rider since the effective date of the policy and no premiums will be waived under this Rider.

Premium: The Premium for this Applicant's Death and Disability Waiver of Premium Rider is specified on and is payable for the period shown on the Premium Schedule page in the policy.

Reinstatement: Should the policy lapse and be reinstated, this Rider is not eligible for reinstatement and this Rider shall not be reinstated.

Exclusions: No policy premiums will be waived under this Applicant's Death and Disability Waiver of Premium Rider if Death or Total Disability of the Applicant arises directly or indirectly from:

- suicide attempt or self-inflicted injury while sane or insane;
- misuse of medication or the abuse of drugs or intoxicants;
- the failure to seek or follow the medical advice of a Licensed Physician;
- war, any act or incident of war, whether declared or not, or any conflict between the armed services of countries or international organizations
- committing or attempting to commit a criminal offence;
- operating a motor vehicle while the concentration of alcohol in one-hundred (100) millimetres of blood exceeds eighty (80) milligrams;
- taking a poisonous substance.

Termination: This Rider and all benefits associated with it terminate on the earliest of:

- a) the expiry date of this Rider,
- b) the date the policy lapses,
- c) the date of termination of the policy,
- e) the date the benefit provided by the policy becomes payable.

Cancellation: You may cancel this Applicant's Death and Disability Waiver of Premium Rider at any time, by providing notice to the Company. Upon receipt of your notice, the premiums applicable to this Rider shall cease, and this Rider, and all benefits provided by it shall terminate.

EQUILIVING CRITICAL ILLNESS INSURANCE

10 year renewable to age 75 (Level to age 75,
Level to age 100 (coverage for life), 20 Pay
coverage to age 75 and 20 Pay coverage for
life plans are also available)

SAMPLE

The Policy terms, conditions and provisions solely related to the life insurance coverage shall not apply to this EquiLiving Critical Illness Insurance Rider. All other terms, conditions and provisions of the Policy shall apply, unless specifically amended in these Rider pages.

This Rider provides Covered Condition Benefits only on the person who is shown as the Life Insured for this Rider coverage on the Coverage Specification/Description of Benefits page(s) of the Policy. For the purposes of this Rider the Life Insured shall be called the Person Insured. In situations where the base life insurance Policy is a joint or multi-life coverage, the provisions in this Rider apply only to a Person Insured under this Rider.

The following are definitions of some of the terms used in your EquiLiving Critical Illness Insurance Rider. Capitalized terms that are used but not defined in this Rider have the meanings defined in the Policy. If you need additional information or clarification, please call the Equitable Life of Canada Customer Service Line at 1-800-668-4095.

Beneficiary:	The Beneficiary of the Covered Condition Benefit(s) is the Person Insured, unless otherwise specified by the Policy Owner.
Birthday:	The anniversary of the day on which a person was born, which does not include the day the person was born.
Covered Condition:	A Covered Condition is an illness, condition, disorder or Surgery as defined under, and that meets all requirements of the Definitions of Childhood Covered Critical Conditions, the Definitions of Covered Critical Conditions or the Definitions of Early Detection Benefit Covered Conditions in this Rider. Any condition, illness, disorder, or Surgery not specifically defined under the Definitions of Childhood Covered Critical Conditions, the Definitions of Covered Critical Conditions or the Definitions of Early Detection Benefit Covered Conditions is not insured under this Rider and no Covered Condition Benefit shall be payable for such conditions, illnesses, disorders, or Surgeries.
Covered Condition Benefit:	A Covered Condition Benefit means an EquiLiving Benefit or an Early Detection Benefit.
Currency:	All amounts payable to or by the Company under the terms of this Rider are payable in the lawful currency of Canada.
Diagnosis (Diagnosed):	The Diagnosis of any Covered Condition or the advice to undergo Surgery for any Covered Condition requiring Surgery must be made by a Specialist. In the absence of a Specialist, a condition may be diagnosed by another qualified medical practitioner as approved by us. The date of Diagnosis shall be the date the Specialist makes the Diagnosis of the Covered Condition. The Diagnosis must be supported by objective medical evidence and the date of Diagnosis must occur while this Rider is in effect.
Effective Date:	This Rider takes effect on the Effective Date as shown on the Coverage Specification/Description of Benefits page(s) of this Rider, provided that: <ul style="list-style-type: none"> 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 Rider between the date the application was completed, and the date specified in the insurance legislation that applies.
Expiry Date (Expiry):	If the Sum Insured has not been paid, and this Rider has not otherwise terminated, this Rider expires on the date as shown on the Coverage Specification/Description of Benefits page(s) of this Rider, which is the Policy Anniversary nearest the Person Insured's 75 th Birthday (see also Termination of this Rider).
Extension of Expiry:	If Expiry of this Rider occurs during the Person Insured's Survival Period following Diagnosis of, or Surgery for, a Covered Condition, this Rider will remain in effect until the earlier of: <ul style="list-style-type: none"> a) the date of the Person Insured's death, or b) the date the Person Insured's Covered Condition Benefit becomes payable, provided this Rider has not terminated under any other Rider provisions. <p>The Extension of Expiry will provide coverage only for the Covered Condition that initiated the Extension of Expiry. The Extension of Expiry does not apply to any other Covered Condition that may be Diagnosed, or for which Equitable Life may be notified, during the Extension of Expiry.</p>
Neurological Deficit:	Neurological Deficits must be detectable by a Specialist and may include, but are not limited to, measurable loss of hearing, measurable loss of vision, measurable changes in neuro-cognitive function, objective loss of sensation, paralysis, localized weakness, dysarthria (difficulty with pronunciation), dysphasia (difficulty with speech), dysphagia (difficulty swallowing), impaired gait (difficulty walking), difficulty with balance, lack of coordination, or new-onset seizures undergoing treatment. Headache or fatigue will not be considered a Neurological Deficit.

- Person Insured:** The Person Insured is the person we have agreed to insure under this Rider and who is named as a Life Insured for this Rider on the Coverage Specification/Description of Benefits page(s) of this Policy. The Person Insured may or may not be the Owner of this Policy.
- Policy:** Policy means the insurance policy to which this Rider is attached and of which this Rider forms a part.
- Specialist:** A licensed medical practitioner practicing medicine in Canada or the United States or any other region as approved by Equitable Life who has been trained in the specific area of medicine relevant to the Covered Condition for which benefit is being claimed and who has been certified by a specialty examining board. The Specialist may not be the Owner, the Person Insured, or a relative by blood or marriage or a business associate of the Owner or of the Person Insured.
- Specialist includes but is not limited to, cardiologist, neurologist, nephrologist, oncologist, ophthalmologist, burn specialist and internist.
- Any tests or examinations that must be performed in order to satisfy the requirements of the Covered Condition must be conducted by a medical professional who is not the Owner, the Person Insured, or a relative by blood or marriage or business associate of the Owner or of the Person Insured.
- Sum Insured:** The Sum Insured is the critical illness insurance Benefit Amount shown on the Coverage Specification/Description of Benefits page(s) of the Policy.
- Surgery:** Surgery refers to the undergoing of surgery, on the written advice of a Specialist practicing medicine in Canada or the United States or any other region approved by Equitable Life, whose practice is restricted to the particular branch of medicine relating to the applicable surgery. Surgery must be performed by a Specialist.
- Survival Period:** Some Covered Conditions require a 30-day Survival Period as specified within their definitions. The Survival Period begins on the date of Diagnosis of, or Surgery for, a Covered Condition and ends 30 days following the date of Diagnosis of, or Surgery for, a Covered Condition, unless otherwise specified in the definition of the Covered Condition. The Person Insured must be alive at the end of the Survival Period and must not have experienced irreversible cessation of all brain functions during the Survival Period. If such irreversible cessation occurs, no Covered Condition Benefit is payable. If artificial life support is used to sustain the Person Insured during the Survival Period, the date the Person Insured experiences irreversible cessation of all brain functions shall be deemed to be the date of death of the Person Insured. Determination of irreversible cessation of all brain function shall be by generally accepted medical criteria.
- During the Survival Period, no premium payment is required. If a Covered Condition Benefit becomes payable, the amount of any premiums paid during the Survival Period will be added to any Covered Condition Benefit amount due.
- For Covered Conditions that do not have a Survival Period, the Person Insured must be alive at the time the Diagnosis is made.

RIDER EXCHANGE PROVISION

If this Rider is in effect at the time the Death Benefit under the Policy becomes payable causing the Policy to terminate, the Owner of this Policy or if applicable, the Contingent Owner, may request in writing, within 60 days of the death of the Insured Person, to exchange this Rider, with respect to any surviving Person Insured under this Rider, for a separate EquiLiving Critical Illness Insurance policy, without evidence of insurability.

The separate EquiLiving Critical Illness Insurance policy will be issued with:

- an effective date the same as this Rider,
- the same benefits, class of risk and smoking status as this Rider;
- the same premium rates in effect on the date of the exchange;
- the Person Insured's Age when this Rider was issued;
- an additional policy fee charged by Equitable Life (the applicable policy fee will be determined according to our administrative rules and guidelines at the time of exchange); and premium adjustments that may be required pursuant to our administrative rules if there is a difference between the modal factor for this Rider and the modal factor applicable to the new policy.

This Rider Exchange Provision only applies to this Rider.

EquiLiving Benefit

The EquiLiving Benefit is the Sum Insured as shown on the Coverage Specification/Description of Benefits page(s) of the Policy.

If, while this Rider is in effect, the Person Insured is alive when Diagnosed with one of the Covered Critical Conditions as defined in the Definitions of Covered Critical Conditions or when Diagnosed with one of the Childhood Covered Critical Conditions as defined in the Definitions of Childhood Covered Critical Conditions and survives any applicable Survival Period following the date of Diagnosis of, or Surgery for, the Covered Critical Condition or Childhood Covered Critical Condition, the EquiLiving Benefit will, subject to applicable limitations and exclusions set out in this Rider, become payable.

The EquiLiving Benefit shall be payable to the Person Insured (or other Beneficiary as designated) provided this Rider is in effect on the first day following the satisfaction of all requirements of the Covered Critical Condition as defined in the Covered Critical Conditions or the satisfaction of all requirements of the Childhood Covered Critical Conditions as defined in the Definitions of Childhood Covered Critical Conditions of this Rider. Any condition, illness, disorder, or Surgery not specifically defined as a Covered Critical Condition in the Definitions of Covered Critical Conditions and not specifically defined as a Childhood Covered Critical Conditions in the Definitions of Childhood Covered Critical Conditions in this Rider, is not an insured condition and no EquiLiving Benefit will be payable for such condition, illness, disorder or Surgery.

The EquiLiving Benefit is payable only once per Person Insured, and only for one Covered Critical Condition or Childhood Covered Critical Condition. Once the EquiLiving Benefit is paid, this Rider terminates for that Person Insured, regardless of how many additional Covered Critical Conditions or Childhood Covered Critical Conditions the Person Insured may be diagnosed with. Payment of the EquiLiving Benefit represents the total fulfillment of all claims, insurance coverages, riders, and benefits under this Rider for that Person Insured. Payment of the EquiLiving Benefit is subject to the exclusions set out in the definitions of the Covered Critical Conditions or Childhood Covered Critical Conditions, the exclusions and limitations in the section entitled "Exclusions and Limitations", as well as other limitations, conditions, and exclusions in this Rider or in the Policy.

Early Detection Benefit

If, while this Rider is in effect, the Person Insured is alive when Diagnosed with one of the Early Detection Benefit Covered Conditions as defined in the Definitions of Early Detection Benefit Covered Conditions and survives any applicable Survival Period following the date of Diagnosis of, or Surgery for, the Early Detection Benefit Covered Condition, the Early Detection Benefit will, subject to applicable limitations and exclusions set out in this Rider, become payable.

The Early Detection Benefit shall be payable to the Person Insured (or other Beneficiary as designated) provided this Rider is in effect on the first day following the satisfaction of all requirements of the Early Detection Benefit Covered Condition as defined in the Definitions of Early Detection Benefit Covered Conditions of this Rider. Any condition, illness, disorder, or Surgery not specifically defined as an Early Detection Benefit Covered Condition in the Definitions of Early Detection Benefit Covered Conditions in this Rider is not an insured condition and no Early Detection Benefit will be payable for such condition, illness, disorder or Surgery.

The Early Detection Benefit is equal to the lesser of:

- a) 15% of the then current Sum Insured; or
- b) \$ 50,000.

The Early Detection Benefit can be paid multiple times to each Person Insured during the lifetime of this Rider, but only once for each of the Early Detection Benefit Covered Conditions.

Any payment of the Early Detection Benefit will not reduce the Rider premium or the Sum Insured.

DEFINITIONS OF EARLY DETECTION BENEFIT COVERED CONDITIONS

The following are the definitions of the Early Detection Benefit Covered Conditions that are applicable to this this Rider.

In the following definitions: (i) the terms Tis, Ta, T1a, T1b, T1, and AJCC Stage 1 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8th Edition, 2018; and (ii) the term Rai stage 0 is as defined in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pasternack: Clinical staging of chronic lymphocytic leukemia, Blood 46:219, 1975.

Coronary Angioplasty:

The undergoing of an interventional procedure to unblock or widen a coronary artery that supplies blood to the heart to allow an uninterrupted flow of blood.

A 30-day Survival Period following the date of the procedure applies. The procedure must be determined to be medically necessary by a Specialist.

Ductal Breast Cancer:

A definite Diagnosis of the presence of ductal carcinoma in-situ of the breast.

The Diagnosis of Ductal Breast Cancer must be made by a Specialist and confirmed by pathological examination of the tissue.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Early Prostate Cancer:

A definite Diagnosis of either stage T1a or T1b prostate cancer, confirmed without lymph node or distant metastasis.

The Diagnosis of Early Prostate Cancer must be made by a Specialist and must be confirmed by pathological examination of the tissue.

For purposes of this Rider, Stage T1a or T1b prostate cancer means a clinically inapparent tumour that was not palpable on digital rectal examination and was incidentally found in resected prostatic tissue.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Gastrointestinal Stromal Tumours (AJCC Stage 1) :

A definite Diagnosis of malignant gastrointestinal stromal tumours (GIST) classified as AJCC Stage 1.

The Diagnosis of Gastrointestinal Stromal Tumours (AJCC Stage 1) must be made by a Specialist and confirmed by pathological examination of the tissue.

For purposes of this Rider, gastrointestinal stromal tumours (GIST) classified as AJCC Stage 1 means:

- Gastric and omental GISTs that are less than or equal to 10.0 cm in greatest dimension with five or fewer mitoses per 5.0 mm², or 50 per HPF; or
- Small intestinal, esophageal, colorectal, mesenteric and peritoneal GIST that are less than or equal to 5.0 cm in greatest dimension with five or fewer mitoses per 5.0 mm², or 50 per HPF.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Grade 1 Neuroendocrine Tumours (Carcinoid):

A definite Diagnosis of Grade 1 neuroendocrine tumours (carcinoid) confined to the affected organ, treated with Surgery alone and requiring no additional treatment other than medication to counteract the effects from hormonal oversecretion by the tumour.

The Diagnosis of Grade 1 Neuroendocrine Tumours (Carcinoid) must be made by a Specialist and confirmed by biopsy.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Papillary or Follicular Thyroid Cancer Stage T1:

A definite Diagnosis of papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 centimetres in greatest diameter and classified as T1, without lymph node or distant metastasis.

The Diagnosis of Papillary or Follicular Thyroid Cancer Stage T1 must be made by a Specialist and confirmed by pathological examination of the tissue.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Rai Stage 0 Chronic Lymphocytic Leukemia (CLL):

A definite Diagnosis of chronic lymphocytic leukemia (CLL) classified as Rai Stage 0 without enlargement of lymph nodes, spleen or liver and with normal red blood cell and platelet counts.

The Diagnosis of Rai Stage 0 Chronic Lymphocytic Leukemia (CLL) must be made by a Specialist and confirmed by appropriate blood tests.

Exclusions: No benefit will be payable under Rai Stage 0 Chronic Lymphocytic Leukemia (CLL) for Monoclonal Lymphocytosis of Undetermined Significance (MLUS)

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Superficial Malignant Melanoma:

A definite Diagnosis of stage 1A or 1B malignant melanoma of the skin that has not ulcerated into the dermis and is less than or equal to 1.0 mm in thickness.

The Diagnosis of Superficial Malignant Melanoma must be made by a Specialist and confirmed by pathological examination of the tissue.

Exclusions: No benefit will be payable under Superficial Malignant Melanoma for any malignant melanoma in situ.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

DEFINITIONS OF CHILDHOOD COVERED CONDITIONS

The following are the definitions of the Childhood Covered Critical Conditions that are applicable to this Rider.

Coverage for the Childhood Covered Critical Conditions automatically ends on the earliest of:

- a) The date of the Person Insured's 25th Birthday,
- b) The date the Person Insured dies, or
- c) The date this Rider ends.

Cerebral Palsy:

A definite Diagnosis of Cerebral Palsy, a non-progressive neurological defect characterized by spasticity and incoordination of movements.

The Diagnosis of Cerebral Palsy must be made by a Specialist.

Congenital Heart Disease:

- a) A definite Diagnosis of one of the following heart conditions:
 - Total Anomalous Pulmonary Venous Connection
 - Truncus Arteriosus
 - Transposition of The Great Vessels
 - Tetralogy of Fallot
 - Atresia of any heart valve
 - Eisenmenger Syndrome
 - Coarctation of the Aorta
 - Double Inlet Ventricle
 - Single Ventricle
 - Hypoplastic Right Ventricle
 - Hypoplastic Left Heart Syndrome
 - Ebstein's Anomaly
 - Double Outlet Left Ventricle

A 30-Day Survival Period following the date of Diagnosis applies. The Diagnosis of the heart condition must be made by a qualified pediatric cardiologist and supported by appropriate cardiac imaging.

OR

- b) The undergoing of open-heart Surgery for correction of one of the following conditions:
 - Pulmonary Stenosis.

DEFINITIONS OF CHILDHOOD COVERED CONDITIONS-continued

- Aortic Stenosis
- Discrete Subvalvular Aortic Stenosis
- Ventricular Septal Defect
- Atrial Septal Defects

A 30-day Survival Period following the Surgery applies. The Diagnosis must be made by a qualified pediatric cardiologist and supported by appropriate cardiac imaging and the Surgery must be determined to be medically necessary and performed by a Specialist.

Exclusions: No benefit will be payable under Congenital Heart Disease for trans-catheter procedures such as balloon valvuloplasty or percutaneous Atrial Septal Defect closure. All other congenital conditions are excluded

Cystic Fibrosis:

A definite Diagnosis of Cystic Fibrosis with evidence of chronic lung disease and pancreatic insufficiency.

The Diagnosis of Cystic Fibrosis must be made by a Specialist.

Muscular Dystrophy:

A definite Diagnosis of Muscular Dystrophy, characterized by well-defined neurological abnormalities, confirmed by electromyography and muscle biopsy.

The Diagnosis of Muscular Dystrophy must be made by a Specialist.

Type 1 Diabetes Mellitus:

A definite Diagnosis of Type 1 Diabetes Mellitus characterized by absolute insulin deficiency and continuous dependence on exogenous insulin for survival. There must be evidence of the Person Insured's dependence on insulin for a minimum of 3 months.

The Diagnosis of Type 1 Diabetes Mellitus must be made by a qualified pediatrician or endocrinologist.

DEFINITIONS OF COVERED CRITICAL CONDITIONS

The following are the definitions of the Covered Critical Conditions that are applicable to this Rider.

In the following definitions: (i) the terms Tis, Ta, T1a, T1b, T1, and AJCC Stage 1 are as defined in the American Joint Committee on Cancer (AJCC) cancer staging manual, 8th Edition, 2018; (ii) the term Rai stage 0 is as defined in KR Rai, A Sawitsky, EP Cronkite, AD Chanana, RN Levy and BS Pasternack: Clinical staging of chronic lymphocytic leukemia, Blood 46:219, 1975; and (iii) the term Mini Mental State Exam refers to MF Folstein, SE Forstein, PR McHugh, J Psychiatry Res. 1975; 12(3): 189.

Acquired Brain Injury:

A definite Diagnosis of new damage to brain tissue as result of traumatic injury, anoxia (an absence of oxygen) or encephalitis, resulting in one or more signs and symptoms of Neurological Deficits that:

- are present and verifiable on clinical examination or neuro-psychological testing;
- are corroborated by imaging studies of the brain such as Magnetic Resonance Imaging (MRI) or Computerized Tomography (CT) showing changes that are consistent in character, location and timing with the new damage, and
- persist for more than 180 days following the date of Diagnosis.

The Diagnosis of Acquired Brain Injury must be made by a Specialist.

Exclusions: No benefit will be payable under Acquired Brain Injury for:

- an abnormality seen on brain scans without definite related clinical impairment;
- neurological signs occurring without symptoms of abnormality.

Aortic Surgery:

The undergoing of Surgery for disease of the aorta requiring excision and surgical replacement of any part of the diseased aorta with a graft. Aorta refers to the thoracic and abdominal aorta but not its branches.

A 30-day Survival Period following the date of Surgery applies. The Surgery must be determined to be medically necessary by a Specialist.

Exclusions: No benefit will be payable under Aortic Surgery for:

- angioplasty,
- intra-arterial procedures,
- percutaneous trans-catheter procedures, or
- non-surgical procedures.

Aplastic Anemia:

A definite Diagnosis of a chronic persistent bone marrow failure, confirmed by biopsy, which results in anemia neutropenia and thrombocytopenia requiring blood product transfusion, and treatment with at least one of the following:

- marrow stimulating agents;
- immunosuppressive agents; or
- bone marrow transplantation.

The Diagnosis of Aplastic Anemia must be made by a Specialist.

Bacterial Meningitis:

A definite Diagnosis of meningitis confirmed by cerebrospinal fluid showing the presence of pathogenic bacteria. The presence of pathogenic bacteria must be confirmed by culture or other generally medically accepted microbiological testing. The Bacterial Meningitis must result in objective Neurological Deficit persisting for at least 90 days from date of Diagnosis.

The Diagnosis of Bacterial Meningitis must be made by a Specialist.

Exclusion: No benefit will be payable under Bacterial Meningitis for viral meningitis.

Benign Brain Tumour:

A definite Diagnosis of a non-malignant tumour located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The Person Insured must have undergone Surgery or radiation treatment or the tumour must have caused irreversible objective Neurological Deficits. These Neurological Deficits must be corroborated by diagnostic imaging showing changes that are consistent in character, location and timing with the Neurological Deficits.

The Diagnosis of Benign Brain Tumour must be made by a Specialist.

Exclusions: No benefit will be payable under Benign Brain Tumour for pituitary adenomas less than 10.0 mm, vascular malformations, Cholesteatomas, or infectious or inflammatory tumours.

90-day exclusion period: No Covered Condition Benefit will be provided for any benign brain tumour or any Covered Condition defined under this Rider contributed to or caused by any type of benign brain tumour (covered or not covered under this Rider) if within the first 90 days following the Effective Date of this Rider, or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- a Diagnosis of benign brain tumour (covered or not covered under this Rider); or
- one or more signs, symptoms, tests, investigations and/or medical consultations that lead directly or indirectly to a Diagnosis of benign brain tumour (covered or not covered under this Rider), regardless of the date of Diagnosis.

Requirement to report: The Owner or Person Insured must give written notification to Equitable Life's Head Office in Waterloo, Ontario, within 180 days if, following the later of 90 days from the Effective Date of this Rider or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any Diagnosis or one or more signs, symptoms, tests, investigations and/or medical consultations for benign brain tumour (covered or not covered under this Rider). If the Owner or Person Insured under this Rider fails to disclose this information, Equitable Life reserves the right to deny a claim for Benign Brain Tumour, or any Covered Condition caused by any benign brain tumour or treatment of any benign brain tumour.

The Owner may, by writing request to maintain this Rider in effect, provided the written request is received in Equitable Life's Head Office in Waterloo, Ontario, within 30 days of the date Equitable Life confirms that the 90-Day Benign Brain Tumour Exclusion and Requirement to Report applies. Upon receipt of the written request, Equitable Life may in the absence of fraud or misrepresentation, maintain this Rider in effect, with the condition that no Covered Condition Benefit will be payable for any:

- subsequent Diagnosis of any form of benign brain tumour (covered or not covered under this Rider);
- Covered Condition directly resulting from any benign brain tumour (covered or not covered under this Rider); and
- Covered Condition directly resulting from the treatment of any benign brain tumour (covered or not covered under this Rider).

If no written request is received as described above, this Rider will terminate, and Equitable Life will return all premiums paid for this Rider and no Covered Condition Benefit will be payable.

Blindness:

A definite Diagnosis of the total and irreversible loss of vision in both eyes, evidenced by:

- the corrected visual acuity being 20/200 or less in both eyes; or
- the field of vision being less than 20 degrees in both eyes.

The Diagnosis of Blindness must be made by a Specialist.

Cancer:

A definite Diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of cancer include carcinoma, melanoma, leukemia, lymphoma, and sarcoma.

The Diagnosis of Cancer must be made by a Specialist and must be confirmed by a pathology report.

Exclusions: No benefit will be payable under Cancer for the following:

- Lesions described as benign, non-invasive, pre-malignant, of low and/or uncertain malignant potential, borderline, carcinoma in situ, or tumours classified as Tis or Ta;
- Malignant melanoma of skin that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or accompanied by lymph node or distant metastasis;
- Any non-melanoma skin cancer, without lymph node or distant metastasis. This includes but is not limited to, cutaneous T cell lymphoma, basal cell carcinoma, squamous cell carcinoma or Merkel cell carcinoma;
- Prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;
- Papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest dimension and classified as T1, without lymph node or distant metastasis;
- Chronic lymphocytic leukemia classified as Rai stage 0 without enlargement of lymph nodes, spleen or liver and with normal red blood cell and platelet counts;
- Gastro-intestinal stromal tumours classified as AJCC Stage 1;
- Grade 1 neuroendocrine tumours (carcinoid) confined to the affected organ, treated with Surgery alone and requiring no additional treatment, other than medication to counteract the effects from hormonal oversecretion by the tumour; and
- Thymomas (stage 1) confined to the thymus, without evidence of invasion into the capsule or spread beyond the thymus.

Cancer Exclusion and Requirement to Report: A 90-day exclusion period and a requirement to report applies to this Covered Condition. Please refer to the "Exclusions and Limitations" section of this Rider.

Coma:

A definite Diagnosis of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 96 hours, and for which period the Glasgow coma score must be 4 or less.

The Diagnosis of Coma must be made by a Specialist.

Exclusions: No benefit will be payable under Coma for:

- medically induced coma;
- a coma which results directly from alcohol or drug use; or
- a Diagnosis of brain death.

Coronary Artery Bypass Surgery:

The undergoing of heart Surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts.

A 30-day Survival Period following the Surgery applies. The Surgery must be determined to be medically necessary by a Specialist.

Exclusions: No benefit will be payable under Coronary Artery Bypass Surgery for:

- angioplasty;
- intra-arterial procedures;
- percutaneous trans-catheter procedures; or
- non-surgical procedures.

Deafness:

A definite Diagnosis of the total and irreversible loss of hearing in both ears, with an auditory threshold of 90 decibels or greater within the speech threshold of 500 to 3,000 hertz.

The Diagnosis of Deafness must be made by a Specialist.

Dementia, including Alzheimer's Disease:

A definite Diagnosis of dementia, which must be characterized by a progressive deterioration of memory and at least one of the following areas of cognitive function:

- Aphasia (a disorder of speech);
- Apraxia (difficulty performing familiar tasks);
- Agnosia (difficulty recognizing objects); or
- Disturbance in executive functioning (e.g. inability to think abstractly and to plan, initiate, sequence, monitor, and stop complex behavior), which is affecting daily life.

The Person Insured must exhibit:

- Dementia of at least moderate severity, which must be evidenced by a Mini Mental State Exam of 20/30 or less, or equivalent score on another generally medically accepted test or tests of cognitive function; and
- Evidence of progressive worsening in cognitive and daily functioning either by serial cognitive tests or by history over at least a 6-month period.

The Diagnosis of Dementia must be made by a Specialist.

Exclusions: No benefit will be payable under Dementia, including Alzheimer's Disease for affective or schizophrenic disorders, or delirium.

Heart Attack (Acute Myocardial Infarction):

A definite Diagnosis of death of heart muscle due to obstruction of blood flow, that results in a rise and fall of cardiac biomarkers to levels considered diagnostic of acute myocardial infarction, with at least one of the following:

- Heart attack symptoms;
- New electrocardiographic (ECG) changes consistent with a heart attack; or
- Development of new pathological Q waves on ECG following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and/or angioplasty.

A 30-day Survival Period following the date of Diagnosis applies. The Diagnosis of Heart Attack (Acute Myocardial Infarction) must be made by a Specialist.

Exclusions: No benefit will be payable under Heart Attack (Acute Myocardial Infarction) for:

- ECG changes suggestive of a prior myocardial infarction;
- Other acute coronary syndromes, including angina pectoris and unstable angina; or
- Elevated cardiac biomarkers and/or symptoms that are due to medical procedures or diagnoses other than heart attack.

Heart Valve Replacement or Repair:

The undergoing of surgery to replace any heart valve with either a natural or mechanical valve or to repair heart valve defects or abnormalities.

A 30-day Survival Period following the date of the procedure applies. The procedure must be determined to be medically necessary by a Specialist.

Exclusions: No benefit will be payable under Heart Valve Replacement or Repair for:

- Angioplasty;
- Intra-arterial procedures;
- Percutaneous trans-catheter procedures; or
- Non-surgical procedures.

Kidney Failure:

A definite diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular hemodialysis, peritoneal dialysis or renal transplantation is initiated.

The Diagnosis of Kidney Failure must be made by a Specialist.

Loss of Independent Existence:

A definite Diagnosis of the total inability, due to disease or injury, to perform independently:

- with or without the aid of assistive devices;
- at least 3 of 6 Activities of Daily Living listed below;
- for a continuous period of at least 90 days; and
- with no reasonable chance of recovery.

The Diagnosis of Loss of Independent Existence must be made by a Specialist or other person as approved by Equitable Life and supported by an independent home care assessment made by an occupational therapist or equivalent.

Activities of Daily Living are as follows:

- Bathing-washing oneself in a bathtub, shower, or by sponge bath;
- Dressing-putting on and removing necessary clothing including braces, artificial limbs or other surgical appliances;
- Toileting-getting on and off the toilet and maintaining personal hygiene;
- Bladder and bowel Continence-managing your bowel and bladder function with or without protective undergarments or surgical appliances so that hygiene is maintained;
- Transferring-moving in and out of a bed, chair or wheelchair; and
- Feeding-consuming food or drink that has already been prepared and made available.

Exclusions: No benefit will be payable under Loss of Independent Existence for a Person Insured's inability to perform independently 3 Activities of Daily Living that are due to delayed achievement of developmental milestones. To qualify under Loss of Independent Existence, Activities of Daily Living must have been achieved and maintained and then subsequently lost due to disease or injury.

Loss of Limbs:

A definite Diagnosis of the complete severance of two or more limbs at or above the wrist or ankle joint as the result of an accident or medically required amputation.

The Diagnosis of Loss of Limbs must be made by a Specialist.

Loss of Speech:

A definite Diagnosis of the total and irreversible loss of the ability to speak as the result of physical injury or disease, for at least 180 days.

The Diagnosis of Loss of Speech must be made by a Specialist.

Exclusion: No benefit will be payable under Loss of Speech for all psychiatric related causes.

Major Organ Failure on Waiting List:

A definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys, or bone marrow, and transplantation must be medically necessary.

To qualify under Major Organ Failure on Waiting List, the Person Insured must become enrolled as the recipient in a recognized transplant centre in Canada or the United States of America that performs the required form of transplant Surgery. The date of Diagnosis is the date of the Person Insured's enrollment in the transplant centre.

The Diagnosis of the major organ failure must be made by a Specialist.

Major Organ Transplant:

A definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys, or bone marrow and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Person Insured must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities.

The Diagnosis of the major organ failure must be made by a Specialist.

Motor Neuron Disease:

A definite Diagnosis of one of the following: amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy.

The Diagnosis of Motor Neuron Disease must be made by a Specialist.

Multiple Sclerosis:

A definite Diagnosis of at least one of the following occurring after the later of the Effective Date, or the date of last Reinstatement of this Rider:

- Two or more separate clinical attacks, confirmed by at least one magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination;
- A single attack, with objective Neurological Deficits lasting more than 180 days, confirmed by MRI of the nervous system, showing multiple lesions of demyelination; or
- A single attack, confirmed by repeated MRI of the nervous system, which shows multiple new lesions of demyelination which have developed at intervals at least one month apart.

The Diagnosis of Multiple Sclerosis must be made by a Specialist.

Exclusions: No benefit will be payable under Multiple Sclerosis for the following:

- Solitary sclerosis;
- Clinically isolated syndrome;
- Radiologically isolated syndrome;
- Neuromyelitis optica spectrum disorders; or
- Suspected multiple sclerosis or probable multiple sclerosis.

One-Year exclusion period: No benefit will be payable for Multiple Sclerosis if, within the first year following the later of the Effective Date of this Rider or the date of the last Reinstatement of this Rider, the Person Insured has any of the following:

- One or more signs, symptoms or investigations that lead directly or indirectly to a Diagnosis of multiple sclerosis (covered or not covered under this Rider) regardless of when the Diagnosis is made; or
- A Diagnosis of multiple sclerosis (covered or not covered under this Rider).

Requirement to report: Medical information about the Diagnosis of Multiple Sclerosis and one or more signs, symptoms or investigations leading to the Diagnosis of Multiple Sclerosis must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 180 days of the date of Diagnosis. If this information is not provided within this period, Equitable Life has the right to deny any claim for Multiple Sclerosis or any Covered Condition caused by Multiple Sclerosis or its treatment.

Occupational HIV Infection:

A definite Diagnosis of infection with the Human Immunodeficiency Virus (HIV) resulting from accidental injury during the course of the Person Insured's normal occupation, which exposed the person to HIV contaminated body fluids.

The accidental injury leading to the infection must have occurred after the later of the Effective Date of this Rider, or the date of the last Reinstatement of this Rider.

Payment under this condition requires satisfaction of all of the following:

- the accidental injury must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 14 days of the accidental injury;
- a serum HIV test must be taken within 14 days of the accidental injury and the test result must be negative;
- a serum HIV test must be taken between 90 days and 180 days after the accidental injury and the result must be positive;
- all HIV tests must be performed by a duly licensed laboratory in Canada or the United States of America; and
- the accidental injury must have been reported, investigated and documented in accordance with current Canadian or United States of America workplace guidelines.

The Diagnosis of Occupational HIV Infection must be made by a Specialist.

Exclusions: No benefit will be payable under Occupational HIV Infection if:

- the Person Insured has elected not to take any available licensed vaccine offering protection against HIV;
- a licensed cure for HIV infection has become available prior to the accidental injury; or
- HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission and intravenous (IV) drug use

Paralysis:

A definite Diagnosis of the total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event.

The Diagnosis of Paralysis must be made by a Specialist.

Parkinson's Disease and Specified Atypical Parkinsonian Disorders:

Parkinson's Disease is defined as a definite Diagnosis of primary Parkinson's Disease, a permanent neurologic condition which must be characterized by bradykinesia (slowness of movement) and at least one of muscular rigidity, or rest tremor. The Person Insured must exhibit objective signs of progressive deterioration in function for at least one year, for which the treating neurologist has recommended dopaminergic medication or other generally medically accepted equivalent treatment for Parkinson's Disease.

Specified Atypical Parkinsonian Disorders are defined as a definite Diagnosis of progressive supranuclear palsy, corticobasal degeneration, or multiple system atrophy.

The Diagnosis of Parkinson's Disease or a Specified Atypical Parkinsonian Disorder must be made by a neurologist.

Exclusion: No benefit will be payable under Parkinson's Disease and Specified Atypical Parkinsonian Disorders for all other types of Parkinsonism.

One-Year exclusion period: No benefit will be payable for Parkinson's Disease or Specified Atypical Parkinsonian Disorders if, within the first year following the later of, the Effective Date of this Rider, or the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- one or more signs, symptoms or investigations that lead directly or indirectly to a Diagnosis of Parkinson's Disease, a Specified Atypical Parkinsonian Disorder or any other type of parkinsonism, regardless of when the Diagnosis is made; or
- a Diagnosis of Parkinson's Disease, a Specified Atypical Parkinsonian Disorder or any other type of parkinsonism.

Requirement to report: Medical information about the Diagnosis of Parkinson's Disease or Specified Atypical Parkinsonian Disorders and one or more signs, symptoms or investigations leading to the Diagnosis of Parkinson's Disease or Specified Atypical Parkinsonian Disorder must be reported to Equitable Life's Head Office in Waterloo, Ontario, within 180 days of the date of the Diagnosis. If this information is not provided within this period, Equitable Life has the right to deny any claim for Parkinson's Disease or Specified Atypical Parkinsonian Disorders or, any Covered Condition caused by Parkinson's Disease or Specified Atypical Parkinsonian Disorders or their treatment.

Severe Burns:

A definite Diagnosis of third degree burns over at least 20% of the body surface.

The Diagnosis of Severe Burns must be made by a Specialist.

Stroke (Cerebrovascular Accident):

A definite Diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis, hemorrhage, or embolism with:

- acute onset of new neurological symptoms; and
- new objective Neurological Deficits on clinical examination persisting for more than 30 days following the date of Diagnosis.

These new symptoms and deficits must be corroborated by diagnostic imaging testing showing changes that are consistent in character, location and timing with the new Neurological Deficits.

A 30-day Survival Period following the date of Diagnosis applies. The Diagnosis of Stroke (Cerebrovascular Accident) must be made by a Specialist.

Exclusions: No benefit will be payable under Stroke (Cerebrovascular Accident) for:

- Transient Ischaemic Attacks;
- Intracerebral vascular events due to trauma;
- Ischaemic disorders of the vestibular system;
- Death of tissue of the optic nerve or retina without total loss of vision of that eye; or
- Lacunar infarcts which do not meet the definition of stroke as described above.

**90-Day
Cancer
Exclusion
and
Requirement
to Report:**

No Covered Condition Benefit will be provided for any cancer or any Covered Condition defined under this Rider contributed to or caused by any type of cancer (covered or not covered under this Rider) if within the first 90 days following the Effective Date of this Rider, or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any of the following:

- a) a Diagnosis of any form of cancer (covered or not covered under this Rider); or
- b) one or more signs, symptoms, tests, investigations and/or medical consultations that lead directly or indirectly to a Diagnosis of cancer (covered or not covered in this Rider), regardless of the date of Diagnosis.

The Owner or Person Insured must give written notification to Equitable Life's Head Office in Waterloo, Ontario, within 180 days, if, following the later of 90 days from the Effective Date of this Rider or 90 days from the date of last Reinstatement of this Rider, the Person Insured has any Diagnosis or one or more signs, symptoms, tests, investigations and/or medical consultations for any form of cancer (covered or not covered under this Rider). If the Owner or Person Insured under this Rider fails to disclose this information, Equitable Life reserves the right to deny a claim for any cancer, or any Covered Condition caused by any cancer or treatment of cancer.

The Owner may, by writing, request to maintain this Rider in effect, provided the written request is received in Equitable Life's Head Office in Waterloo, Ontario, within 30 days of the date Equitable Life confirms that the 90-Day Cancer Exclusion and Requirement to Report applies. Upon receipt of the written request, Equitable Life may in the absence of fraud or misrepresentation, maintain the Rider in effect, with the condition that no Covered Condition Benefit will be payable for any:

- subsequent Diagnosis of any form of cancer (covered or not covered under this Rider);
- Covered Condition directly resulting from any cancer (covered or not covered under this Rider); and
- Covered Condition directly resulting from the treatment of any cancer (covered or not covered under this Rider).

If no written request is received as described above, this Rider will terminate, and Equitable Life will return all premiums paid for this Rider and no Covered Condition Benefit will be payable.

Exclusions:

In addition to any exclusions noted in this Rider, no Covered Condition Benefit will be paid if the Person Insured is diagnosed with a Covered Condition which arises directly or indirectly from:

- intentionally self-inflicted injuries, regardless of the state of mind of the Person Insured;
- war, or any act or incident of war, whether declared or not, or any conflict between the armed services of countries or international organizations;
- the Person Insured's intentional use or intake of any:
 - prescribed drug or narcotic other than as instructed by a physician;
 - legally available drug or narcotic for sale in Canada or the United States without a prescription, in a manner other than as recommended by the manufacturer;
 - drug or narcotic not legally available in Canada or the United States; or
 - any poisonous substance or intoxicant, including inhalation of toxic gases or fumes;
- committing or attempting to commit a criminal offence; or
- operating a motor vehicle while the concentration of alcohol in 100 milliliters of blood exceeds 80 milligrams.

**Covered
Condition
Outside of
Canada:**

If the occurrence or Diagnosis of one of the Covered Conditions occurs outside of Canada, the Covered Condition Benefit will be payable only if all the following conditions are satisfied:

- a) The complete medical records are made available and provided to Equitable Life's Head Office in Waterloo, Ontario; and
- b) The medical records provide evidence, satisfactory to Equitable Life that:
 1. the same Diagnosis would have been made if the illness or accident had occurred in Canada; and
 2. immediate treatment would have been indicated under Canadian standards; and
 3. the same treatment, involving the particular surgical procedure, would have been advised if treatment had taken place in Canada; and
- c) The Person Insured must undergo an independent medical examination by a Specialist appointed by Equitable Life if we make such request. In the case of elective Surgery, such an examination must be undergone before Surgery takes place.

PREMIUMS**Premiums:**

Premiums are payable for this Rider, for the period specified in the Premium Schedule/Table of Charges for this Rider. With 10 Year Renewable as your premium type, your guaranteed premiums will automatically renew and increase every 10 Policy years. At the Policy Anniversary nearest the Person Insured's 75th Birthday, premiums will cease, and this Rider and all its benefits will terminate for that Person Insured.

Reinstatement: You may apply to have this Rider and the Policy reinstated within two years following the lapse of the Policy. The requirements for Reinstatement of this Rider are:

- a) evidence of ongoing good health and insurability of the Person Insured satisfactory to the Company; and
- b) payment of all premiums, with interest (at a rate determined by the Company) from the date of lapse of the policy and/or this Rider.

The effective date of the Reinstatement will be the date all of the above requirements for Reinstatement are met. This Rider cannot be reinstated unless the Policy is reinstated.

CHANGE PRIVILEGE

You may change your EquiLiving 10 Year Renewable to Age 75 Critical Illness Insurance Rider, without evidence of insurability to a:

- Level to Age 75, Level to Age 100 or 20 Pay coverage for Life critical illness plan, provided such plan is available pursuant to the Company's then current administrative rules, at any time up to and including the Policy Anniversary nearest the Person Insured's 60th Birthday, or
- 20 Pay coverage to Age 75 critical illness plan provided such plan is available pursuant to the Company's then current administrative rules, at any time up to and including the Policy Anniversary nearest the Person Insured's 54th Birthday.

To make a change:

- a) your notice to the Company must be received by the Company prior to the Policy Anniversary nearest the Person Insured's Birthday indicated above; and
- b) no increase in Sum Insured is requested; and
- c) this Critical Illness Insurance Rider is in effect at the time the change is requested and at the effective date that the change takes place.

The changed critical illness plan will be the applicable critical illness plan that was available when this Critical Illness Insurance Rider was put into effect. The premium rates for the changed critical illness plan will be the rates in effect for that plan on the date of the change and will be based on the Person Insured's age on their Birthday nearest to the effective date of the changed critical illness plan and for the same class of risk and smoking status as this Critical Illness Insurance Rider. If the change is to a 20-Pay plan, the 20-year payment period will start at the date of the change.

TERMINATION

In addition to any other termination or expiry provisions contained within the Policy, this Rider and all benefits associated with it for the Person Insured, will terminate on the earliest of:

- a) the lapse of the Policy;
- b) the termination of the Policy;
- c) the date of death of the Person Insured;
- d) the effective date of the Rider Exchange Provision;
- e) the date the EquiLiving Benefit under this Rider becomes payable;
- f) the written Cancellation request by the Owner to cancel this Rider, effective on the date the notice is received by Equitable Life at its Head Office in Waterloo, Ontario; or
- g) the Expiry Date of this Rider as shown on the Coverage Specification/Description of Benefits page(s) for this Rider

Cancellation: You may cancel this Rider at any time by providing notice to the Company. Upon the date of receipt of your notice, the premiums applicable to this Rider shall cease; and this Rider and all other benefits provided by it shall terminate.

GENERAL PROVISIONS

The following are General Provisions that apply to this EquiLiving Critical Illness Insurance Rider.

Assignment: This Rider 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.

Smoker Classification: On the Policy Anniversary nearest the Person Insured's 18th Birthday, we will classify them as a smoker and premiums will increase. The Person Insured may apply to have the classification changed to that of a non-smoker. If we approve the application, the premiums will remain at the same rate that was charged from the policy date.

Compliance with Provincial Legislation:	If any terms, conditions or provisions of this Rider conflict with the legislation of the province where the Person Insured resided on the date of application, the term, condition or provision shall be amended to meet the minimum requirement of such legislation.
Limitation Period:	Every action or proceeding against an insurer for the recovery of insurance money payable under this Rider is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

STATUTORY CONDITIONS

Waiver:	Equitable Life will be deemed not to have waived any condition of this Rider, either in whole or in part, unless the waiver is clearly expressed in writing signed by us. (If the insurance legislation that governs this Rider does not include this condition, this condition does not apply).
Material Facts:	No statement, made by the Owner or the Person Insured at the time of application for this Rider, shall be used in defense of a claim under or to avoid this Rider unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
Notice and Proof of Claim:	<p>The Owner or the Person Insured, or a Beneficiary entitled to make a claim, or the agent of any of them, shall;</p> <ul style="list-style-type: none"> a) give written notice of claim to Equitable Life: <ul style="list-style-type: none"> i. by delivery of the notice of claim, or by sending it by registered mail to our Head Office in Waterloo, Ontario, or chief agency of Equitable Life in the Province; or ii. by delivery of the notice of claim to an authorized agent of Equitable Life in the Province; not later than 30 days from the date a claim arises under this Rider for a Covered Condition; b) within 90 days from the date a claim arises under this Rider for a Covered Condition, furnish to Equitable Life's Head Office in Waterloo, Ontario, such proof as is reasonably possible in the circumstances of the happening of the Covered Condition, the right of the claimant to receive payment, the claimant's age, and the age of the Beneficiary if relevant; and c) if required by Equitable Life, furnish us with a satisfactory certificate as to the cause or the nature of the Covered Condition for which claim may be made under this Rider.

Failure to Give Notice or Proof: Failure to give notice of claim or furnish proof of claim within the time prescribed/required by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date the claim arises under this Rider if it is shown that it was not reasonably possible to give notice or furnish proof within the time prescribed/required by this condition.

Insurer to Furnish Forms for Proof of Claim:	Equitable Life will furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time, the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the Covered Condition giving rise to the claim.
Rights of Examination:	As a condition precedent to recovery of insurance money under this Rider, the claimant will furnish Equitable Life with an opportunity to examine the person of the Person Insured when and so often as we reasonably require while the claim under this Rider is pending.
When Money is Payable:	All money payable under this Rider will be paid by us within 60 days after we have received proof of claim.

FLEXIBLE GUARANTEED INSURABILITY OPTION

SAMPLE

FLEXIBLE GUARANTEED INSURABILITY OPTION RIDER

Benefit: This rider provides benefits only on the Life Insured shown under this Rider on the Description of Benefits page(s) of the policy to which this Rider is attached.

As of each Option Date shown on the Description of Benefits page(s) and provided the policy and Rider are in effect, the Owner may exercise the option for a new policy on the life of the Life Insured covered under this Rider, without evidence of insurability. The new policy must be for an amount not exceeding the Option Amount corresponding to the Option Date as specified on the Description of Benefits page(s). The Company must receive a properly completed application for the new policy at its Head Office within the 60-day period up to and including the Option Date together with settlement for the new policy in accordance with the Company's administrative rules and guidelines in effect at that time.

The new policy may be for any permanent or term life insurance policy or a combination of any of these plans with a term rider, issued by us at that time, provided that the election of a dividend option or death benefit option does not increase the face amount, and subject to our administrative rules and guidelines in effect at the time of application. The premium for the new policy will be based upon the Company's rates as at the date of issue of the new policy at the attained Age of the Life Insured for the class of risk applicable to the Life Insured as determined by the Company at the Option Date.

The effective date of the new policy will correspond with the Option Date provided the Life Insured is then living.

If the policy contains a Disability Waiver of Premium Provision on the Life Insured covered under this Rider, the new policy may also contain a Disability Waiver of Premium Provision subject to our administration rules and guidelines in effect at the time of application.

If this policy has a Disability Waiver of Premium Provision and a disability waiver claim has been made and approved by us, the premiums for the policy and this rider will be waived according to the terms of the Disability Waiver of Premium Provision. If an Option Date becomes due while premiums are being waived on the policy, the Owner can exercise the option for a new policy on the Life Insured for the corresponding Option Amount as outlined above, however premiums under the new policy will not be waived and will become payable.

Special Option: If the option on the first Option Date is not exercised for the full Option Amount, the Company will, unless directed otherwise in writing by the Owner, automatically continue to charge the proportionate premium for that portion of the original Option Amount remaining, and extend the corresponding Option Date for one year. The provisions of this Rider will then apply to this new Option Amount and Date.

This Rider will automatically terminate at any time the portion of the original Option Amount remaining becomes less than the minimum policy amount then required by the Company.

Benefit Charge: The premium for each Option Amount is specified and is payable to the applicable Option Date shown on the Description of Benefits page(s).

Termination: This Rider will terminate on the earliest of the following dates:

- a) the last Option Date under this Rider;
- b) the date this policy lapses or otherwise terminates; and
- c) the date on which all Insurance Coverages, applicable to the Life Insured covered under this Rider, are terminated.