

Term life insurance

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DEFINITIONS

The following are definitions of some of the terms used in your Equitable® Term Life Insurance Policy. If you need additional information or clarification, please call the Equitable Customer Service Line at 1-800-668-4095 or your Financial Advisor.

Age:	The age of a Life Insured on his or her nearest Birthday.
Beneficiary(ies):	Equitable 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 Policy 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.
Birthday:	The anniversary of the day on which a person was born, which does not include the day the person was born.
Company:	The terms "we", "our", "us", "Equitable" and "Company", mean The Equitable Life Insurance Company of Canada and its Head Office located in Waterloo, Ontario, Canada.
Currency:	All premiums payable to or by the Company under the terms, conditions or provisions of this Policy are payable in the lawful currency of Canada.
Date Policy Takes Effect:	<p>The later of:</p> <p>(a) either: (i) in Quebec, the date Equitable accepts the Policy without modification; or (ii) in provinces other than Quebec, the date the Policy is delivered to you; and</p> <p>(b) the date the full amount of the first Premium has been paid to the Company;</p> <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>
Death Benefit:	The amount of Death Benefit applicable to the Life Insured as shown on the Coverage Specifications page(s) of this Policy.
Effective Date:	<p>Effective Date is the date shown on the Policy Specifications page(s) of this Policy and is used to determine premium payments.</p> <p>This date is also used to determine the Policy Anniversary dates.</p> <p>This date may be different from the Date Policy Takes Effect</p>
Expiry Date:	This Policy and/or the Term Life Insurance coverage expires on the date shown on the Policy Specifications/Coverage Specifications page(s). See also Termination of Policy.
Insurance Coverage:	The different benefits that apply under this Policy and are shown on the Coverage Specifications page(s) and in the Premium Schedule. Insurance Coverage includes the Death Benefit, as well as any benefits added through the available Riders.
Life Insured(s):	The person, or persons if this Policy covers multiple Lives Insured, we have agreed to insure under this Policy and who is named as a Life Insured on the Policy Specifications page(s) of this Policy. The Life Insured may or may not be the Owner of this Policy.
Owner:	The Owner(s) as indicated on the Policy Specifications page(s) of this Policy. The terms "you", "your", and "Owner" refer to the Owner(s) of this Policy. The Owner(s) may or may not be the Life or Lives Insured under this Policy.

DEFINITIONS - continued

- Policy:** This Term Life Insurance Policy.
- Policy Anniversary:** In this Policy, "Policy Anniversary" is measured yearly from the Effective Date on which the first Policy year begins.
- Premium:** The amounts paid to Equitable for this Policy.
- Rider:** A Rider is an additional benefit applied for and issued by us as shown on the Coverage Specifications page(s) of this Policy. The provisions, terms and conditions of any Riders applicable to this Policy are stated in the Rider pages attached to this Policy.

SAMPLE

GENERAL PROVISIONS

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

- Assignment:** This Policy may be assigned by the Owner as permitted by law. The assignment will not be binding on Equitable unless the assignment is made in writing and filed with our Head Office in Waterloo, Ontario. Equitable 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.
- Payment of Death Benefit:** Provided that this Term Life Insurance Policy is in effect at the date of the Life Insured's death, Equitable will pay the Death Benefit to the Beneficiary(ies).
- Contract:** The application, this Policy, any Riders and any document attached to this Policy, when issued and any amendment to the Contract agreed upon in writing after the Policy is issued, constitute the entire Contract, and no agent has authority to change the Contract or waive any of its provisions. The Company shall, upon request, furnish to the Owner or to a claimant under the Contract a copy of the application.
- This Policy takes effect as of the Date Policy Takes Effect.
- 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.
- Where this Policy has been in effect for 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 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.
- Misstatement of Age or Sex:** If the date of birth and/or sex of a Life Insured has been misstated, any amount payable under this Policy due to the death of that Life Insured and any applicable Class of Risk will be adjusted to provide the amount of Death Benefit that would have been purchased had the Premium been calculated based on the correct Age and/or sex and Class of Risk.
- If the date of birth and/or sex of a Life Insured covered by a Rider has been misstated, then any amount payable for the Rider will be the amount that the Premium for that Rider would have purchased based on the correct Age and/or sex.

GENERAL PROVISIONS - continued

- Non-Participation:** This Policy and any Riders that may be attached to it are non-participating and therefore will not be eligible for dividends, nor participate in any divisible surplus of the Company.
- Notice/ Correspondence** Any notice or correspondence that is required to be provided to you by the Company will be sent by regular mail, facsimile or electronic mail. We will consider the notices and/or correspondence to be received by you on the 7th business day following the day of mailing or 1 business day following the date of electronic transmission.
- Any notice or correspondence from you may be sent by regular mail, facsimile or electronic mail (subject to our specific signature requirements for certain forms/documents) and will be considered received by us on the date we receive it at our Head Office in Waterloo, Ontario.
- Proof of Age:** Equitable requires satisfactory proof of the date of birth of a Life Insured before making any payment under this Policy or any Rider.
- Protection from Creditors** Protection from creditors of the Owner(s) may be available with your Term Insurance coverage, subject to certain conditions.
- Right of Rescission:** You will have 10 calendar days from the date you receive this Policy, to cancel it provided you have given us written notice of your request to cancel within the 10 days. If for any reason during that time you want to cancel the Policy, any premiums received will be refunded as of the date Equitable receives your notice requesting cancellation. This Policy and your Contract will then be considered void from inception.
- Settlement on Death:** In the event of death of a Life Insured under this Policy, before making any payment under this Policy, Equitable will require 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.
- Smoker Classification:** At any time, subject to our administrative rules and practices in effect at that time, you may request that the Smoker Classification of a Life Insured be changed to a Non-Smoker classification by providing a written declaration to Equitable that provides satisfactory evidence to qualify the Life Insured as a Non-Smoker. Equitable reserves the right to require evidence of good health before approving a change in Smoking Classification.
- Suicide:** Equitable will not pay any Death Benefit if any Life Insured dies by suicide, regardless of the mental state of the Life Insured, within 2 years from the later of:
- (i) the Date Policy Takes Effect; and
 - (ii) the last Reinstatement date of this Policy.
- Equitable will return to the Beneficiary(ies) an amount equal to the Premiums paid to the Company applicable to that Insurance Coverage or Rider, less any amounts already paid by the Company. Equitable will have no further liability under this Policy.
- Limitation Period:** Every action or proceeding against an insurer for the recovery of insurance money payable under the Policy is absolutely barred unless commenced within the time set out in the applicable Insurance Act or other applicable legislation.

CLASS OF RISK

Class of Risk:

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 mortality risk assessment is 100%. A Class of Risk greater than 100% indicates a higher mortality risk. The Class of Risk will affect the cost of insurance rates. Mortality risk refers to the incidence of death.

Premium and Changes to Class of Risk

In addition to the Class of Risk, Equitable uses sex, Age and amount of Death Benefit applied for in determining the Premium rates. The Death Benefit amount and the Class of Risk are shown on the Coverage Specifications page(s) of this Policy. The Premium is shown on the Premium Schedule page(s) of this Policy.

If you request any amendment to your Policy, including an improvement of the Class of Risk of any coverage, such request is subject to our consent and will be based on our administrative rules and practices in effect at that time.

SAMPLE

PREMIUMS

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

Premiums: All Premiums are payable to Equitable and must be received in our Head Office, in Waterloo, Ontario for the period specified in the Premium Schedule page(s). You may choose to submit your Premium by mail, deliver it in person or by courier or make payment by any other means that we permit under our administrative rules and practices in effect at that time. You may also choose to have your Premiums automatically withdrawn from your chequing account with our Pre-Authorized Payment plan.

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

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

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

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

Reinstatement: If this 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 30 days after the end of the Grace Period, but only if the Life Insured under the Policy is alive at the time payment is made.

If this Policy lapses and it is not reinstated within 30 days as described above, you may apply to have this Policy reinstated within 2 years following lapse of the Policy by providing:

- (a) evidence of ongoing good health and insurability of the Life Insured satisfactory to the Company, and
- (b) payment of premiums, with interest (at a rate determined by the Company from time to time) from the date of lapse of this Policy to the date of Reinstatement.

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

The Effective Date of Reinstatement will be the date all of the above requirements for Reinstatement are met.

Termination of Policy: In addition to any other termination or expiry provisions contained within this Policy, your Policy will terminate on the earliest of:

- (a) the Expiry Date of this Policy as shown on the Policy Specifications pages of this Policy;
- (b) the lapse of this Policy;
- (c) the termination of this Policy;
- (d) the date of death of the Life Insured (or the date of death of the last remaining Life Insured if multiple lives were insured) under this Policy;
- (e) the written Cancellation request by the Owner to cancel this Policy, effective on the date the notice is received by Equitable at its Head Office in Waterloo, Ontario; or
- (f) the effective date of the separate Term Life Insurance Policy you exchange to or the permanent policy you convert to.

CHANGES TO INSURANCE COVERAGE

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

At any time while this Policy is in effect you may request any of the following changes, subject to our administrative rules and practices in effect at that time:

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

No other changes may be made.

All changes are subject to receipt of a written request from you at the Head Office of the Company.

If this Policy contains any Disability Waiver of Premium Provision, the addition of Insurance Coverages and/or the substitution of a Life Insured will only be permitted upon cancellation of the Disability Waiver of Premium Provision.

SEPARATE TERM LIFE INSURANCE POLICY OPTION

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

TERM CONVERSION AND EXCHANGE OPTION

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

Conversion Option:

If this Policy has 10 Year Renewable & Convertible Term Insurance Coverage or 20 Year Renewable & Convertible Term Insurance Coverage, at any time prior to the Policy Anniversary nearest the Life Insured's 71st Birthday, while this Policy is in effect, the Term Insurance Coverage(s) may be converted to a permanent life insurance policy issued by Equitable at that time, without evidence of insurability, upon proper release, and subject to our administrative rules and practices in effect at that time.

If this Policy has Term 30/65 Insurance Coverage, at any time prior to the Policy Anniversary nearest the Life Insured's 60th Birthday, while this Policy is in effect, the Term Life Insurance Coverage(s) may be converted to a permanent life insurance policy issued by Equitable at that time, without evidence of insurability, upon proper release, and subject to our administrative rules and practices in effect at that time.

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

You may convert all or, subject to our consent, a portion of the Death Benefit shown on the Coverage Specifications page(s) of this Policy, provided that the election of a death benefit option on the new policy does not increase the amount of insurance on the new permanent policy to an amount more than the Death Benefit amount being converted. If such a death benefit option is elected, the amount of insurance on the new policy will be subject to the consent of the Company and may be subject to evidence of insurability.

The amount of insurance on the permanent policy must meet the minimum and maximum then required by us for the amount of insurance coverage, premiums and Age for the permanent policy selected.

The Class of Risk will be determined by us using the following table:

Current Class of Risk	Conversion prior to 10th coverage anniversary	Conversions after 10th coverage anniversary or to plans without preferred risk classifications
Preferred	Similar preferred Class of Risk, as determined by us	Non-preferred Class of Risk, as determined by us
Non-preferred	Non-preferred Class of Risk, as determined by us	Non-preferred Class of Risk, as determined by us

If you request an improvement of Class of Risk on conversion, such request will be subject to our consent and based on our administrative rules and practices in effect at that time.

The premium required for the permanent insurance coverage will be based on our premium or cost of insurance rates in effect at that time for the plan type and amount of insurance requested using the Life Insured's sex and Age at the date of conversion, with the appropriate Class of Risk established under this Term Conversion Option provision.

If an Insurance Coverage(s) is covered by a Disability Waiver of Premium Provision then, at your request, the policy you convert to may also contain a similar Rider if available, subject to our administrative rules and practices in effect at that time and receipt of evidence of insurability satisfactory to us. Availability of other riders and benefits on the policy you convert to are subject to our administrative rules and practices in effect at that time.

If the premiums are being waived under a Disability Waiver of Premium Provision on the Life Insured being converted, you can only convert to a single life permanent life insurance policy.

TERM CONVERSION AND EXCHANGE OPTION (continued)

If premiums are being waived under a Disability Waiver of Premium Provision on the Life Insured being converted and:

- 1) you would like to exercise the Conversion Option and choose the permanent life insurance plan the Life Insured will be converting to, the premiums on the single life policy you convert to will not be waived and will become payable, or
- 2) the disability occurred prior to the Policy Anniversary nearest the Life's Insured's 60th Birthday and you are exercising the Conversion Option anytime on or after the Policy Anniversary nearest the Life Insured's 65th Birthday and you want the premiums to be waived on the single life insurance policy you convert to while the Life Insured's disability continues, then the Life Insured will be converted to a single life permanent life insurance plan type as determined by us and subject to our administrative rules and practices in effect at that time. The Premiums for the new policy will be waived only 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 permanent life insurance policy is provided.

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

Remaining coverage under a partial conversion

If you choose to convert only a portion of the Death Benefit amount of this Policy to a permanent life insurance policy, you will be able to continue this Policy with the remaining Death Benefit amount subject to:

- this amount not being less than the minimum required for the Term coverage and the Policy to stay in effect, and
- the Death Benefit amount payable under this Policy together with the amount of insurance payable under the new policy, is not greater than what would have been payable had the partial conversion not taken place.

The Life Insured's Class of Risk and Premium rates applicable to any portion of Death Benefit that is not converted may change due to the minimum amount of insurance required to be eligible for certain risk classifications and premiums.

The terms and conditions of the Conversion Option will continue to apply to the reduced Death Benefit amount on this Policy.

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

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

This option is available commencing on the first anniversary of the Effective Date of the Insurance Coverage shown on the Coverage Specifications page(s) and ending on the earlier of the 5th coverage anniversary and the Policy 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 & Convertible Term Death Benefit amount as specified on the Coverage Specifications page(s) of this Policy, or a portion of it, subject to our consent and the minimum Death Benefit required at the time. The amount of Death Benefit for the 20 Year Renewable & Convertible Term Insurance Coverage cannot exceed the amount of Death Benefit specified on the Coverage Specifications page(s) of this Policy for the 10 Year Renewable & Convertible Term Insurance Coverage and must not be less than the minimum required.

TERM CONVERSION AND EXCHANGE OPTION (continued)

Any increases to the amount of Death Benefit would be subject to satisfactory evidence of insurability and our administrative rules and practices in effect at that time.

The premium required for the exchanged 20 Year Renewable & Convertible Term Insurance coverage will be based on our 20 Year Renewable & Convertible Term rates in effect at that time and the Insurance Coverage amount requested using the Life Insured's sex and Age at the date of exchange. A similar Class of Risk will apply, as determined by us, as the original 10 Year Renewable & Convertible Term Insurance Coverage being exchanged, subject to our administrative rules and practices in effect at that time. The effective date of the 20 Year Renewable & Convertible Insurance Coverage will be the date of the exchange.

Riders and Benefits issued with the original 10 Year Renewable & Convertible Term Insurance Policy may be added to the newly exchanged Policy subject to availability and our administrative rules and practices in effect at that time.

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

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

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

BEREAVEMENT COUNSELLING BENEFIT

On the death of the Life Insured under this Policy and payment of the Death Benefit under one or more Insurance Coverages, Equitable will provide a Bereavement Counselling benefit to the Beneficiary(ies) of this Policy. Equitable will reimburse the Beneficiary(ies) up to a maximum of \$1,000 total toward the cost of counselling expenses, as long as the following rules are adhered to:

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

Reimbursement is subject to Equitable's administrative rules and practices in effect at that time.

Regardless of the number of Beneficiaries under this Policy only a total of \$1,000 will be reimbursed for counselling for all Beneficiaries. Equitable will not proportion the distribution of this benefit according to any Beneficiary designation. Payment under this benefit will result upon remittance of receipts only.

SAMPLE

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 Death Benefit payable in one lump sum upon the death of a Life Insured under this Policy be applied under one of the following Payment Options, if available and subject to our administrative rules and practices in effect at the time the Death Benefit 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 Death Benefit may also elect one of the above options with respect to the applicable Death Benefit, 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.

DEFINITIONS

The following are definitions of some of the terms used in your Equitable® Term Life Insurance Policy. If you need additional information or clarification, please call the Equitable Customer Service Line at 1-800-668-4095 or your Financial Advisor.

- Age:** The age of each of the Lives Insured on their respective nearest Birthday.
- Beneficiary(ies):** Equitable will pay the Death Benefit to the Beneficiary(ies) under the Beneficiary designation in effect at the date of the first death of the Lives Insured. While this Policy 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 first death of the Lives Insured, any amount payable as a result of the first death of the Lives Insured will be payable to the Owner, if living, or otherwise to the Owner's estate.
- Birthday:** The anniversary of the day on which a person was born, which does not include the day the person was born.
- Company:** The terms "we", "our", "us", "Equitable" and "Company", mean The Equitable Life Insurance Company of Canada and its Head Office located in Waterloo, Ontario, Canada.
- Currency:** All premiums payable to or by the Company under the terms, conditions or provisions of this Policy are payable in the lawful currency of Canada.
- Date Policy Takes Effect:** The later of:
- (a) either: (i) in Quebec, the date Equitable 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;
- provided that no change has taken place in the insurability of the Lives Insured under this Policy between the date the application for life insurance was signed by the Lives Insured and the date the Policy was delivered to you.
- Death Benefit:** The amount of Death Benefit applicable to the Lives Insured as shown on the Coverage Specifications page(s) of this Policy.
- Effective Date:** Effective Date is the date shown on the Policy Specifications page(s) of this Policy and is used to determine premium payments.
- This date is also used to determine the Policy Anniversary dates.
- This date may be different from the Date Policy Takes Effect
- Expiry Date:** This Policy and/or the Term Life Insurance coverage expires on the date shown on the Policy Specifications/Coverage Specifications page(s). See also Termination of Policy.
- Insurance Coverage:** The different benefits that apply under this Policy and are shown on the Coverage Specifications page(s) and in the Premium Schedule. Insurance Coverage includes the Death Benefit, as well as any benefits added through the available Riders.
- Lives Insured:** The persons we have agreed to insure under this Policy and who are named as Lives Insured on the Policy Specifications page(s) of this Policy. The Lives Insured may or may not be the Owner(s) of this Policy.
- Owner:** The Owner(s) as indicated on the Policy Specifications page(s) of this Policy. The terms "you", "your", and "Owner" refer to the Owner(s) of this Policy. The Owner(s) may or may not be the Lives Insured under this Policy.

DEFINITIONS - continued

Policy: This Term Life Insurance Policy.

Policy Anniversary: In this Policy, "Policy Anniversary" is measured yearly from the Effective Date on which the first Policy year begins.

Premium: The amounts paid to Equitable for this Policy.

Rider: A Rider is an additional benefit applied for and issued by us as shown on the Coverage Specifications page(s) of this Policy. The provisions, terms and conditions of any Riders applicable to this Policy are stated in the Rider pages attached to this Policy.

SAMPLE

GENERAL PROVISIONS

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

- Assignment:** This Policy may be assigned by the Owner as permitted by law. The assignment will not be binding on Equitable unless the assignment is made in writing and filed with our Head Office in Waterloo, Ontario. Equitable 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.
- Payment of Death Benefit** Provided that this Term Life Insurance Policy is in effect at the date of first death of the Lives Insured, Equitable will pay the Death Benefit to the Beneficiary(ies).
- Contract:** The application, this Policy, any Riders and any document attached to this Policy, when issued and any amendment to the Contract agreed upon in writing after the Policy is issued, constitute the entire Contract, and no agent has authority to change the Contract or waive any of its provisions. The Company shall, upon request, furnish to the Owner or to a claimant under the Contract a copy of the application.
- This Policy takes effect as of the Date Policy Takes Effect.
- 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.
- Where this Policy has been in effect for 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 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.
- Misstatement of Age or Sex** If the date of birth and/or sex of any of the Lives Insured has been misstated, any amount payable under this Policy on the first death of the Lives Insured, and any applicable Class of Risk, will be adjusted to provide the amount of Death Benefit that would have been purchased had the Premium been calculated based on the correct Ages and/or sexes and Class of Risk.
- If the date of birth and/or sex of any of the Lives Insured covered by a Rider has been misstated, then any amount payable for the Rider will be the amount that the Premium for that Rider would have purchased based on the correct Age and/or sex.

GENERAL PROVISIONS - continued

- Non-Participation:** This Policy and any Riders that may be attached to it are non-participating and therefore will not be eligible for dividends, nor participate in any divisible surplus of the Company.
- Notice/ Correspondence** Any notice or correspondence that is required to be provided to you by the Company will be sent by regular mail, facsimile or electronic mail. We will consider the notices and/or correspondence to be received by you on the 7th business day following the day of mailing or 1 business day following the date of electronic transmission.
- Any notice or correspondence from you may be sent by regular mail, facsimile or electronic mail (subject to our specific signature requirements for certain forms/documents) and will be considered received by us on the date we receive it at our Head Office in Waterloo, Ontario.
- Proof of Age:** Equitable requires satisfactory proof of the dates of birth of the Lives Insured before making any payment under this Policy or any Rider.
- Protection from Creditors** Protection from creditors of the Owner(s) may be available with your Term Insurance coverage, subject to certain conditions.
- Right of Rescission:** You will have 10 calendar days from the date you receive this Policy, to cancel it provided you have given us written notice of your request to cancel within the 10 days. If for any reason during that time you want to cancel the Policy, any premiums received will be refunded as of the date Equitable receives your notice requesting cancellation. This Policy and your Contract 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 will require satisfactory proof of:
- (a) the death of the first deceased of the Lives Insured;
 - (b) the date of birth of the first deceased of the Lives Insured;
 - (c) the sex of the first deceased 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.
- Smoker Classification:** At any time, subject to our administrative rules and practices in effect at that time, you may request that the Smoker Classification of any of the Lives Insured be changed to a Non-Smoker classification by providing a written declaration to Equitable that provides satisfactory evidence to qualify the Life Insured as a Non-Smoker. Equitable reserves the right to require evidence of good health before approving a change in Smoking Classification.
- Suicide:** Equitable will not pay any Death Benefit if a Life Insured dies by suicide, regardless of their mental state, within 2 years from the later of:
- (i) the Date Policy Takes Effect; and
 - (ii) the last Reinstatement date of this Policy.
- Equitable will return to the Beneficiary(ies) an amount equal to the Premiums paid to the Company applicable to that Insurance Coverage or Rider, less any amounts already paid by the Company. Equitable will have no further liability under this Policy.
- Limitation Period:** Every action or proceeding against an insurer for the recovery of insurance money payable under the Policy is absolutely barred unless commenced within the time set out in the applicable Insurance Act or other applicable legislation.

CLASS OF RISK

Class of Risk: Class of Risk means the Company's mortality risk assessment of the Lives 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 mortality risk assessment is 100%. A Class of Risk greater than 100% indicates a higher mortality risk. The Class of Risk will affect the cost of insurance rates. Mortality risk refers to the incidence of death.

Premium and Changes to Class of Risk: In addition to the Class of Risk, Equitable uses sex, Age and the amount of Death Benefit applied for in determining the Premium rates. The Death Benefit amount and the Class of Risk for each of the Lives Insured is shown on the Coverage Specifications page(s) of this Policy. The Premium is shown on the Premium Schedule page(s) of this Policy.

If you request any amendment to this Policy, including an improvement of the Class of Risk of any coverage, such request is subject to our consent and will be based on our administrative rules and practices in effect at that time.

SAMPLE

PREMIUMS

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

Premiums: All Premiums are payable to Equitable and must be received in our Head Office, in Waterloo, Ontario for the period specified in the Premium Schedule page(s). You may choose to submit your Premium by mail, deliver it in person or by courier or make payment by any other means that we permit under our administrative rules and practices in effect at that time. You may also choose to have your Premiums automatically withdrawn from your chequing account with our Pre-Authorized Payment plan.

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

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

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

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

Reinstatement: If this 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 30 days after the end of the Grace Period, but only if the Lives Insured under the Policy are alive at the time payment is made.

If this Policy lapses and it is not reinstated within 30 days as described above, you may apply to have this Policy reinstated within 2 years following lapse of the Policy by providing:

- (a) evidence of ongoing good health and insurability of the Lives Insured satisfactory to the Company, and
- (b) payment of premiums, with interest (at a rate determined by the Company from time to time) from the date of lapse of this Policy to the date of Reinstatement.

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

The Effective Date of Reinstatement will be the date all of the above requirements for Reinstatement are met.

Termination of Policy: In addition to any other termination or expiry provisions contained within this Policy, your Policy will terminate on the earliest of:

- (a) the Expiry Date of this Policy as shown on the Policy Specifications pages of this Policy;
- (b) the lapse of this Policy;
- (c) the termination of this Policy;
- (d) the date of the first death of the Lives Insured;
- (e) the written Cancellation request by the Owner to cancel this Policy, effective on the date the notice is received by Equitable at its Head Office in Waterloo, Ontario; or
- (f) the effective date of the separate Term Life Insurance Policy you exchange to, the permanent policy you convert to, or the individual policies resulting from the Option to Elect Individual Policies.

SPECIAL OPTIONS PROVISION

The following Special Options Provisions are available only if exercised before the Expiry Date of this Policy as shown on the Coverage Specifications page(s).

Additional Death Benefit:

If within 60 days of the first death of the Lives Insured, the surviving Life Insured should die while under Age 70, Equitable will pay the Beneficiary(ies) an additional death benefit equal to the Death Benefit in effect at the time of the first death.

Option on the First Death:

This Policy terminates at the first death of the Lives Insured. The Owner(s) or the surviving Life Insured may request in writing, within 60 days of the first death of the Lives Insured and without evidence of insurability, the option to purchase a new single life Term Insurance Policy on the surviving Life Insured, for an amount up to a maximum of the Death Benefit in effect at the date of the first death and subject to the minimum amount of Death Benefit required for the plan selected. The premium charges for the new Term Insurance Coverage will be based on the 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 Death Benefit, premiums and Age for the Term Insurance Coverage selected.

Option to Elect Individual Policies:

Upon proof of material change in the relationship of the Lives Insured under this Policy, the Owner(s) may request in writing to surrender this Joint First to Die Term Insurance Policy and without evidence of insurability, elect new individual single life Term Insurance Coverage on each of the Lives Insured under this Policy for an equal amount of Death Benefit in effect at that time. The definition of "material change" will be determined, from time to time, at the Company's sole discretion. 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 premiums for the new single life Policy will be based on the 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 Death Benefit, premiums and Age for the Term Insurance plan selected. This Policy will terminate at the time the new single life plan coverage(s) are issued.

If premiums for this Policy are being waived under the Waiver of Premium Rider and a written request is received to elect individual policies, the premiums will NOT be waived under the new policies and will be payable for the new policies issued on the Lives Insured through this provision.

If electing the "Option on First Death" or "Option to Elect Individual Policies":

- If the Class of Risk of a Life Insured is a "preferred" class, the Life Insured's Class of Risk under the new separate Policy will be the same provided Equitable offers a similar Class of Risk for the plan type and amount of Death Benefit requested at the time the Option is elected. If the new Policy only offers a standard Class of Risk, the Class of Risk of the new Policy will be a standard Class of Risk.
- If the Class of Risk of the Life Insured is other than "preferred", the Class of Risk under the new Policy will be the same as under this Policy provided that the new policy is for an amount of insurance for which Equitable offers a then similar Class of Risk. If the above condition is not satisfied, the Class of Risk for the new policy will be the Class of Risk which is the then closest equivalent of the Life Insured's Class of Risk under this Policy.
- If this Policy contains a Disability Waiver of Premium Provision, such provision or rider will not be included on the policies resulting from the Option on First Death or the Option to Elect Individual Policies.
- Riders and Benefits issued with the original Joint First to Die Term Insurance Policy may be added to the new Policy coverage subject to availability and our administrative rules and practices in effect at that time.
- If this Policy contains any exclusion, a similar exclusion will apply to the newly issued policy, along with any limitations to our liability included for the type, amount, and Class of Risk of the coverage issued.

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

CHANGES TO INSURANCE COVERAGE

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

At any time while this Policy is in effect you may request any of the following changes, subject to our administrative rules and practices in effect at that time:

- (a) add an Insurance Coverage, subject to evidence of insurability as determined by the Company;
- (b) decrease the Death Benefit subject to Policy minimums;
- (c) cancel a Rider attached to this Policy;
- (d) cancel an Insurance Coverage;

No other changes may be made.

All changes are subject to receipt of a written request from you at the Head Office of the Company.

If this Policy contains any Disability Waiver of Premium Provision, the addition of Insurance Coverages will only be permitted upon cancellation of the Disability Waiver of Premium Provision.

SAMPLE

TERM CONVERSION AND EXCHANGE OPTION

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

Conversion Option:

If this Policy is a 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 71st Birthday of the oldest of the Lives Insured, while this Policy is in effect, the Term Insurance Coverage(s) may be converted to a joint permanent life insurance policy issued by Equitable at that time, without evidence of insurability, upon proper release, and subject to our administrative rules and practices in effect at that time.

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

You may convert all or, subject to our consent, a portion of the Death Benefit shown on the Coverage Specifications page(s) of this Policy, provided that the election of a death benefit option on the new policy does not increase the amount of insurance on the new permanent policy to an amount more than the Death Benefit amount being converted. If such a death benefit option is elected, the amount of insurance on the new policy will be subject to the consent of the Company and may be subject to evidence of insurability.

The amount of insurance on the permanent policy must meet the minimum and maximum then required by us for the amount of insurance coverage, premiums and Age for the permanent policy selected.

The Class of Risk will be determined by us using the following table:

Current Class of Risk	Conversion prior to 10th coverage anniversary	Conversions after 10th coverage anniversary or to plans without preferred risk classifications
Preferred	Similar preferred Class of Risk, as determined by us	Non-preferred Class of Risk, as determined by us
Non-preferred	Non-preferred Class of Risk, as determined by us	Non-preferred Class of Risk, as determined by us

If you request an improvement of Class of Risk on conversion, such request will be subject to our consent and based on our administrative rules and practices in effect at that time.

The premium required for the permanent insurance coverage will be based on our premium or cost of insurance rates in effect at that time for the plan type and amount of insurance requested using the Lives Insured's sex and Age at the date of conversion, with the appropriate Class of Risk established under this Term Conversion Option provision.

If an Insurance Coverage(s) is covered by a Disability Waiver of Premium Provision then, at your request, the policy you convert to may also contain a similar Rider if available, subject to our administrative rules and practices in effect at that time and receipt of evidence of insurability satisfactory to us. Availability of other riders and benefits on the policy you convert to are subject to our administrative rules and practices in effect at that time.

If premiums are being waived under a Disability Waiver of Premium Provision on one of the Lives Insured and:

- 1) you would like to exercise the Conversion Option and choose the permanent life insurance plan the Lives Insured will be converting to, the premiums on the joint life policy you convert to will not be waived and will become payable,
- or
- 2) the disability on that Life Insured occurred prior to the Policy Anniversary nearest their 60th Birthday and you are exercising the Conversion Option anytime on or after the Policy Anniversary nearest that Life Insured's 65th Birthday and you want the premiums to be waived on the policy you convert to while the disability continues, then the Lives Insured will be converted to a joint life permanent life insurance plan type as determined by us and subject to our administrative rules and practices in effect at that time. The Premiums for the new policy will be waived only while the disability continues on that Life Insured.

SAMPLE

TERM CONVERSION AND EXCHANGE OPTION (continued)

Any evidence of the Lives 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 permanent life insurance policy is provided.

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

Remaining coverage under a partial conversion

If you choose to convert only a portion of the Death Benefit amount of this Policy to a permanent life insurance policy, you will be able to continue this Policy with the remaining Death Benefit amount subject to:

- this amount not being less than the minimum required for the Term coverage and the Policy to stay in effect, and
- the Death Benefit amount payable under this Policy together with the amount of insurance payable under the new policy, is not greater than what would have been payable had the partial conversion not taken place.

The Lives Insured's Class of Risk and Premium rates applicable to any portion of Death Benefit that is not converted may change due to the minimum amount of insurance required to be eligible for certain risk classifications and premiums.

The terms and conditions of the Conversion Option will continue to apply to the reduced Death Benefit amount on this Policy.

Exchange option

10 Year Renewable & Convertible Term Exchange Option:

If this Policy has a Joint First to Die 10 Year Renewable & Convertible Term Insurance Coverage you have the option, while this Policy is in effect, to exchange the Joint First to Die 10 Year Renewable & Convertible Term Insurance Coverage for a Joint First to Die 20 Year Renewable & Convertible Term Insurance Coverage without evidence of insurability, subject to our administrative rules and practices in effect at that time.

This option is available beginning on the first anniversary of the Effective Date of the Insurance Coverage shown on the Coverage Specifications page(s) of this Policy and ending on the earlier of the 5th Policy anniversary and the Policy anniversary nearest the 65th Birthday of the oldest of the Lives Insured, 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 Joint First to Die 10 Year Renewable & Convertible Term Death Benefit amount as specified on the Coverage Specifications page(s) of this Policy, or a portion of it, subject to our consent and the minimum Death Benefit amount required at the time. The amount of Death Benefit for the Joint First to Die 20 Year Renewable & Convertible Term Death Benefit cannot exceed the amount of Death Benefit specified on the Coverage Specifications page(s) of this Policy for the Joint First to Die 10 Year Renewable & Convertible Term Insurance Coverage and must not be less than the minimum required.

TERM CONVERSION AND EXCHANGE OPTION (continued)

Any increases to the amount of Death Benefit would be subject to satisfactory evidence of insurability and our administrative rules and practices in effect at that time.

The premium required for the exchanged Joint First to Die 20 Year Renewable & Convertible Term coverage will be based on our 20 Year Renewable & Convertible Term rates in effect at that time and the Death Benefit amount requested using the Lives Insured's sex and Age at the date of exchange. A similar Class of Risk will apply, as determined by us, as the original Joint First to Die 10 Year Renewable & Convertible Term Insurance Coverage being exchanged, subject to our administrative rules and practices in effect at that time. The effective date of the 20 Year Renewable & Convertible Insurance Coverage will be the date of the exchange.

Riders and Benefits issued with the original Joint First to Die 10 Year Renewable & Convertible Term Insurance Policy may be added to the newly exchanged Policy subject to availability and our administrative rules and practices in effect at that time.

The Joint First to Die 10 Year Renewable & Convertible Term Insurance Coverage cannot be exchanged if premiums are being waived under the Disability Waiver of Premium Provision and the exchange option cannot be extended if it expires during the period premiums are being waived under the Disability Waiver of Premium Provision.

Any evidence of health and insurability of the Lives Insured, 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 insurance is provided.

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

BEREAVEMENT COUNSELLING BENEFIT

On the first death of the Lives Insured under this Policy and payment of the Death Benefit under one or more Insurance Coverages, Equitable will provide a Bereavement Counselling benefit to the Beneficiary(ies) of this Policy. Equitable will reimburse the Beneficiary(ies) up to a maximum of \$1,000 total toward the cost of counselling expenses, as long as the following rules are adhered to:

- the Beneficiary(ies) will 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.

Reimbursement is subject to Equitable's administrative rules and practices in effect at that time.

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 will not proportion the distribution of this benefit according to any Beneficiary designation. Payment under this benefit will result upon remittance of receipts only.

SAMPLE

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 Death Benefit payable in one lump sum upon the death of a Life Insured under this Policy be applied under one of the following Payment Options, if available and subject to our administrative rules and practices in effect at the time the Death Benefit 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 Death Benefit may also elect one of the above options with respect to the applicable Death Benefit, 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.

DEFINITIONS

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

Beneficiary(ies):	Equitable 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.
Birthday:	The anniversary of the day on which a person was born, which does not include the day the person was born.
Date Rider Takes Effect:	The later of: <ul style="list-style-type: none"> (a) either: (i) in Quebec, the date Equitable accepts the Rider without modification; or (ii) in provinces other than Quebec, the date the Rider is delivered to you; and (b) the date the full amount of the first Rider Premium has been paid to the Company; <p>provided that no change has taken place in the insurability of any Life Insured under this Rider between the date the application for the Rider was signed by the Life Insured and the date the Rider was delivered to you.</p>
Death Benefit:	The amount of Death Benefit applicable to the Life Insured as shown on the Coverage Specifications or Description of Benefits page(s) of the Policy to which this Rider is attached.
Effective Date:	Effective Date for this Rider is the date shown on the Coverage Specifications/Description of Benefits page(s) of the Policy to which this Rider is attached and is used to determine premium payments. <p>This date may be different from the Date Rider Takes Effect.</p>
Expiry Date:	This Rider expires on the date shown on the Coverage Specifications/Description of Benefit page(s) of the Policy. See also the Termination of Rider provisions herein.
Life Insured:	The person we have agreed to insure under this Rider and who is named as a Life Insured for this Rider on the Coverage Specifications/ Description of Benefits page(s) of this Policy. The Life Insured may or may not be the Owner of the Policy.
Policy:	The insurance policy to which this Rider is attached and of which this Rider forms a part.
Premium:	The amounts paid to Equitable for this Rider.
Premium Tax:	The premiums shown in the Premium Schedule include a provision for premium tax.

GENERAL PROVISIONS

The following are General Provisions applicable to your Equitable Term Life Rider.

- Payment of Death Benefit:** Provided that this Rider and the Policy to which this Rider is attached are in effect at the date of the Life Insured's death, Equitable will pay the Death Benefit to the Beneficiary(ies).
- Contract:** This Rider is attached to the Policy and its terms, conditions, and provisions form part of the Contract.
- This Rider takes effect as of the Date Rider Takes Effect.
- Protection from** Protection from creditors of the Owner(s) may be available with your Term Life Insurance Rider, subject to certain conditions.
- Settlement on Death:** In the event of death of a Life Insured under this Rider, before making any payment under this Rider, Equitable will require 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.
- Smoker Classification:** At any time, subject to our administrative rules and practices in effect at that time, you may request that the Smoker Classification of a Life Insured be changed to a Non-Smoker classification by providing a written declaration to Equitable that provides satisfactory evidence to qualify the Life Insured as a Non-Smoker. Equitable reserves the right to require evidence of good health before approving a change in Smoking Classification.
- Suicide:** Equitable will not pay any Death Benefit if the Life Insured for this Rider dies by suicide, regardless of the mental state of the Life Insured, within 2 years from the later of:
- (i) the Date Rider Takes Effect; and
 - (ii) the last Reinstatement date of this Rider.
- Equitable will return to the Beneficiary(ies) an amount equal to the Premiums paid to the Company applicable to this Rider, less any amounts already paid by the Company. Equitable will have no further liability under this Policy.
- Limitation Period:** Every action or proceeding against an insurer for the recovery of insurance money payable under the Policy is absolutely barred unless commenced within the time set out in the applicable Insurance Act or other applicable legislation.

CLASS OF RISK

Class of Risk:	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 mortality risk assessment is 100%. A Class of Risk greater than 100% indicates a higher mortality risk. The Class of Risk will affect the cost of insurance rates. Mortality risk refers to the incidence of death.
Premium and Changes to Class of Risk	<p>In addition to the Class of Risk, Equitable uses sex, Age and the amount of Death Benefit applied for in determining the Premium rates. The Death Benefit amount and the Class of Risk for the Life Insured are shown on the Coverage Specifications or Description of Benefits page(s) of this Policy. The Premium is shown on the Premium Schedule page(s) of this Policy.</p> <p>If you request any amendment to your Policy, including an improvement of the Class of Risk of any coverage, such request is subject to our consent and will be based on our administrative rules and practices in effect at that time.</p>

SAMPLE

PREMIUMS

- Reinstatement:** You may apply to have this Rider and the Policy reinstated within 2 years following the lapse of the Policy by providing:
- (a) evidence of ongoing good health and insurability of the Life Insured satisfactory to the Company, and
 - (b) payment of premiums, with interest (at a rate determined by the Company from time to time) from the date of lapse of the Policy and/or this Rider.

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

- Termination of Rider:** In addition to any other termination or expiry provisions contained within the Policy, this Rider and all benefits associated with it, will terminate on the earliest of:
- (a) the Expiry Date of this Rider as shown on the Coverage Specifications/Description of Benefit page(s) for this Rider,
 - (b) the lapse of the Policy,
 - (c) the termination of the Policy,
 - (d) the date of death of the Life Insured under this Rider,
 - (e) the written Cancellation request by the Owner to cancel this Rider, effective on the date the notice is received by Equitable at its Head Office in Waterloo, Ontario, or
 - (f) the effective date of the Insurance Coverage when an Exchange Option is exercised or when a Conversion Option is exercised.

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

AUTOMATIC COVERAGE CONTINUATION PROVISION

If the 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 of the coverage under this Rider, 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 our 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 the Life Insured under this Rider be cancelled and a separate Policy be issued on that Life Insured. This option will be subject to terms and conditions determined by Equitable at that time.

SAMPLE

TERM CONVERSION AND EXCHANGE OPTION

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

Conversion Option:

If this Rider is a 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, while this Rider is in effect, this Rider may be converted to a permanent life insurance policy issued by Equitable at that time, without evidence of insurability, upon proper release, and subject to our administrative rules and practices in effect at that time.

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

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

You may convert all or, subject to our consent, a portion of the Death Benefit shown on the Coverage Specifications page(s) for this Rider, provided that the election of a death benefit option on the new policy does not increase the amount of insurance on the new permanent policy to an amount more than the Death Benefit amount being converted. If such a death benefit option is elected, the amount of insurance on the new policy will be subject to the consent of the Company and may be subject to evidence of insurability.

If the full Death Benefit under this Rider is converted, this Rider will terminate on the date prior to the effective date of the new permanent policy.

The amount of insurance on the permanent policy must meet the minimum and maximum then required by us for the amount of insurance coverage, premiums and Age for the permanent policy selected.

The Class of Risk will be determined by us using the following table:

Current Class of Risk	Conversion prior to 10th coverage anniversary	Conversions after 10th coverage anniversary or to plans without preferred risk classifications
Preferred	Similar preferred Class of Risk, as determined by us	Non-preferred Class of Risk, as determined by us
Non-preferred	Non-preferred Class of Risk, as determined by us	Non-preferred Class of Risk, as determined by us

If you request an improvement of Class of Risk on conversion, such request will be subject to our consent and based on our administrative rules and practices in effect at that time.

The premium required for the permanent insurance coverage will be based on our premium or cost of insurance rates in effect at that time for the plan type and amount of insurance requested using the Life Insured's sex and Age at the date of conversion, with the appropriate Class of Risk established under this Term Conversion Option provision.

If this Rider is covered by a Disability Waiver of Premium Provision then, at your request, the policy you convert to may also contain a similar Rider if available, subject to our administrative rules and practices in effect at that time and receipt of evidence of insurability satisfactory to us. Availability of other riders and benefits on the policy you convert to are subject to our administrative rules and practices in effect at that time.

If the premiums are being waived under a Disability Waiver of Premium Provision on the Life Insured being converted, you can only convert to a single life permanent life insurance policy.

TERM CONVERSION AND EXCHANGE OPTION (continued)

If premiums are being waived under a Disability Waiver of Premium Provision on the Life Insured being converted and:

- 1) you would like to exercise the Conversion Option and choose the permanent life insurance plan the Life Insured will be converting to, the premiums on the single life policy you convert to will not be waived and will become payable
- or
- 2) the disability occurred prior to the Policy Anniversary nearest the Life's Insured's 60th Birthday and you are exercising the Conversion Option anytime on or after the Policy Anniversary nearest the Life Insured's 65th Birthday and you want the premiums to be waived on the single life policy you convert to while the Life Insured's disability continues, then the Life Insured will be converted to a single life permanent life insurance plan type as determined by us and subject to our administrative rules and practices in effect at that time. The Premiums for the new policy will be waived only 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 permanent life insurance policy is provided.

If this Rider contains any exclusion, a similar exclusion will apply to the policy you convert to, along with any limitations to our liability regularly included for the type, amount, and Class of Risk of the permanent life insurance coverage then issued.

Remaining coverage under a partial conversion

If you choose to convert only a portion of the Death Benefit amount of this Rider to a permanent life insurance policy, you will be able to continue this Rider with the remaining Death Benefit amount subject to:

- this amount not being less than the minimum required for the Term coverage and the Rider to stay in effect, and
- the Death Benefit amount payable under this Rider together with the amount of insurance payable under the new policy, is not greater than what would have been payable had the partial conversion not taken place.

You cannot carry over the remaining Death Benefit amount of this Rider to a new Term Rider on the new permanent plan.

The Life Insured's Class of Risk and Premium rates applicable to any portion of Death Benefit that is not converted may change due to the minimum amount of insurance required to be eligible for certain risk classifications and premiums.

The terms and conditions of the Conversion Option will continue to apply to the reduced Death Benefit amount on this Rider.

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

If this Rider is 10 Year Renewable & Convertible Term Insurance Coverage you have the option, while this Rider is in effect, to exchange this Rider for a 20 Year Renewable & Convertible Term Insurance Rider without evidence of insurability, based on our 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 Benefits page(s) of the Policy and ending on the earlier of the 5th coverage anniversary of the Rider coverage and the Policy 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 & Convertible Term Death Benefit, or a portion of it, subject to our consent and the minimum Death Benefit amount required at the time. The amount of Death Benefit for the 20 Year Renewable & Convertible Term Insurance Rider cannot exceed the amount of Death Benefit specified on the Coverage Specifications/Description of Benefits pages of this Policy for the 10 Year Renewable & Convertible Term Insurance Rider and must not be less than the minimum required.

TERM CONVERSION AND EXCHANGE OPTION (continued)

Any increases to the amount of Death Benefit would be subject to satisfactory evidence of insurability and based on our administrative rules and practices in effect at that time.

The premium required for the exchanged 20 Year Renewable & Convertible Term Insurance Rider will be based on the 20 Year Renewable & Convertible Term Insurance rates in effect at that time, and the Death Benefit amount requested using the Life Insured's sex and Age at the date of exchange. A similar Class of Risk will apply, as determined by us, as the original 10 Year Renewable & Convertible Term Insurance Rider being exchanged, subject to our administrative rules and practices in effect at that time. The effective date of the 20 Year Renewable & Convertible Term Insurance Rider will be the date of exchange.

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

If this Policy or Rider contains any exclusion that is applicable to the 10 Year Renewable & Convertible Term Insurance Rider, a similar exclusion will apply to the exchanged 20 Year Renewable & Convertible Term 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.

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.

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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.

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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

DEFINITIONS

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.

Date Rider Takes Effect: Provided that no change has taken place in the insurability of the Person Insured under this Rider between the date the application was signed by the Person Insured and the date the Policy was delivered to you, the Date Rider Takes Effect means the later of:

- (a) either: (i) in Quebec, the date Equitable Life accepts the Rider without modification; or (ii) in provinces other than Quebec, the date the Rider is delivered to you; and
- (b) the date the full amount of the first Premium for the Rider has been paid to the Company.

This Rider takes effect as of the Date Rider Takes Effect.

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: Effective Date is the date shown on the Coverage Specifications/Description of Benefits page(s) of the Policy to which this Rider is attached and is used to determine premium payments.

This date may be different from the Date Rider Takes Effect.

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 75th 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:

- 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.

DEFINITIONS-continued

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.

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.

COVERED CONDITION BENEFITS

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 Pastermack: 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.

DEFINITIONS OF EARLY DETECTION BENEFIT COVERED CONDITIONS-continued

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 Pastermack: 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.

DEFINITIONS OF COVERED CRITICAL CONDITIONS-continued

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 Date Rider Takes Effect, or 90 days from the date of last Reinstatement of this Policy, 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 Date Rider Takes Effect or 90 days from the date of last Reinstatement of this Policy, 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:

DEFINITIONS OF COVERED CRITICAL CONDITIONS-continued

- 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.

DEFINITIONS OF COVERED CRITICAL CONDITIONS-continued

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.

DEFINITIONS OF COVERED CRITICAL CONDITIONS-continued

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 2 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 Date Rider Takes Effect, or the date of last Reinstatement of this Policy:

- 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 Date Rider Takes Effect or the date of the last Reinstatement of this Policy, 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 Date Rider Takes Effect, or the date of the last Reinstatement of this Policy.

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.

DEFINITIONS OF COVERED CRITICAL CONDITIONS-continued

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 Date Rider Takes Effect, or the date of last Reinstatement of this **Policy**, 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.

DEFINITIONS OF COVERED CRITICAL CONDITIONS-continued

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.

EXCLUSIONS AND LIMITATIONS**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 Date Rider Takes Effect, or 90 days from the date of last Reinstatement of this **Policy**, 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 Date Rider Takes Effect, or 90 days from the date of last Reinstatement of this **Policy**, 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:

- evidence of ongoing good health and insurability of the Person Insured satisfactory to the Company; and
- 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:

- 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
- no increase in Sum Insured is requested; and
- 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:

- the lapse of the Policy;
- the termination of the Policy;
- the date of death of the Person Insured;
- the effective date of the Rider Exchange Provision;
- the date the EquiLiving Benefit under this Rider becomes payable;
- 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
- 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.

GENERAL PROVISIONS-continued

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 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: <ol style="list-style-type: none">a) give written notice of claim to Equitable Life:<ol 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; orii. 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; andc) 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.

GUARANTEED INSURABILITY OPTIONS PROVISION

At each Option Date on which this provision is in force, the Owner may exercise the option to require the Company to issue without evidence of insurability a new policy on the life of the Life Insured for an amount not exceeding the Guaranteed Insurability Option Amount shown on the Description of Benefits page of this policy provided that the Company receives at its Head Office on the Option Date or within sixty days prior thereto a properly completed application for such a policy and settlement therefore in accordance with the Company's published rules.

The new policy may be for any form of Whole Life, Limited Payment Life or Term policy, or a combination of any of these plans with a Term Rider, which would be issued by the Company at that time for a like amount. The premium for the new policy will be based upon the Company's published rates as at the date of issue of the new policy for the then attained age of the Life Insured for the class of risk applicable to the Life Insured, which shall be 100% of standard mortality unless otherwise specified on the Description of Benefits page of this policy.

The new policy will take effect upon the Option Date provided the Life Insured is then living.

If this policy contains a Disability Waiver of Premium Provision, the new policy will also contain such a provision except that, if the new policy is on any plan other than Whole Life or Term, or a combination of any of these plans with a Term Rider, the inclusion of such a provision will be subject to receipt of evidence of insurability satisfactory to the Company.

Option Date in this provision shall mean the policy anniversary nearest each of the birthdays on which the Life Insured attains the Option Ages shown below for the Age of the Life Insured as shown on the Description of Benefits page of this policy or as corrected by endorsement.

Ages of Life Insured at Issue	Option Ages
0 - 16	19 22 25 28 31 34 37 40
17 - 20	22 25 28 31 34 37 40
21 - 24	25 28 31 34 37 40
25 - 27	28 31 34 37 40
28 - 30	31 34 37 40
31 - 33	34 37 40
34 - 36	37 40
37 - 38	40

Termination. This provision shall automatically become void on termination of this policy or upon its surrender for cash or paid-up insurance.

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SAMPLE