



PIVOTAL SELECT™  
Contract and  
Information  
Folder



Any amount that is allocated to a segregated fund is invested at the risk of the contractholder(s) and may increase or decrease in value.

EVERY ACTION OR PROCEEDING AGAINST AN INSURER FOR THE RECOVERY OF INSURANCE MONEY PAYABLE UNDER THE CONTRACT IS ABSOLUTELY BARRED UNLESS COMMENCED WITHIN THE TIME SET OUT IN THE INSURANCE ACT OR OTHER APPLICABLE LEGISLATION.

# Key Facts – Pivotal Select

Key Facts is a simple summary of the Pivotal Select Contract and Information Folder. All section numbers and page references refer to the Contract.

We describe the basic things you should know before you apply for this individual variable insurance contract, also referred to as a segregated fund contract. This summary is not your contract. A full description of all the features and how they work is contained in the Contract and Information Folder. Review these documents and discuss any questions you have with your advisor.

## What am I purchasing?

This is an insurance contract between you and The Equitable Life Insurance Company of Canada (Equitable Life).

You can:

- Choose a Guarantee Class
- Choose an investment option
- Name a person to receive the death benefit
- Pick a Registered or Non-Registered Contract
- Receive regular payments at Contract maturity

The choices you make may affect your taxes. Ask your advisor to help you make these choices.

**The value of your contract can go up or down subject to the guarantees.**

## What guarantees are available?

You get maturity and death benefit guarantees. Each Guarantee Class has different guarantees. These help protect your Fund investments. Within the Pivotal Select Estate Class and Protection Class you can also get added protection by resetting the guarantees, with some age restrictions.

You pay fees for these guarantees. The fees are described in the Fund Facts for the specific Fund. **Any withdrawals you make will reduce the guarantees.**

For full details, see Section 8 – “Guarantees”.

## Maturity Benefit Guarantee

You will receive the Maturity Benefit Guarantee on the Deposit Maturity Date. This protects the value of your investment at specific dates in the future.

On the Deposit Maturity Date, you will be guaranteed the greater of:

- The market value of the Funds, or
- 75% of the money you put in the Funds, reduced proportionally if you’ve taken money out.

You can choose to have a 100% Maturity Benefit Guarantee if you select the Pivotal Select Protection Class. An extra fee will apply for selecting this Guarantee Class.

For full details, see Section 8 – “Guarantees”.

## Death Benefit Guarantee

This protects the value of your investment if the Annuitant you name dies. It is paid to someone you name. On the date of death of the Annuitant, it is the greater of:

- The market value of the Funds, or
- 75% of the money you put into the Funds, reduced proportionally if you’ve taken money out.

You can choose to have a 100% Death Benefit Guarantee if you select the Pivotal Select Estate Class or Pivotal Select Protection Class. An extra fee will apply for selecting these Guarantee Classes.

For full details, see Section 8 – “Guarantees”.

## Reset Option

You may reset, once per calendar year up to the Annuitant’s 80th birthday, each of the death benefit and maturity guarantees within the Pivotal Select Estate Class and Pivotal Select Protection Class. A reset of the maturity guarantee will change the Deposit Maturity Date.

**We reserve the right to modify or withdraw the reset feature from your Contract upon notice.**

For full details, see Section 8 – “Guarantees”.

## What investments are available?

You can invest in segregated funds described in the Pivotal Select Fund Facts. **Equitable Life does not guarantee the performance of the segregated funds. Carefully consider your tolerance for risk when you select an investment option.**

## What Guarantee Classes are available?

The Pivotal Select Contract offers three Guarantee Classes – Investment Class, Estate Class and Protection Class. Each offers different guarantee benefits. Only one Guarantee Class can be chosen per Contract.

# Key Facts – Pivotal Select

## What plan types are available?

Both non-registered and registered plan types are available. Registered plan types include: Retirement Savings Plan, Tax-Free Savings Account, First Home Savings Account and Retirement Income Fund.

See Section 4 – “Plan Types”.

## How much will this cost?

The guarantees, and the Funds you select will affect your costs.

All Funds are sold on a No Load basis. See Section 5.2 for details.

There are 2 main types of fees:

Management Expense Ratio (MER)

- MERs include operating expenses, investment management fees, taxes and applicable Insurance Fees of the Fund
- The Unit Value of the Fund is reduced by the MER

Other Fees

- The Estate Class and Protection Class offer enhanced guarantee benefits and features. If you choose the Pivotal Select Estate Class or Protection Class, you will also be charged a monthly Insurance Fee in addition to the MER.
- If you make certain transactions or other requests such as fund switches and withdrawals, you may be charged for them. For full details, see the Fund Facts and Section 6.5 – “Withdrawal Fees and Charges” and Section 7 – “Fund Switches”.

For details on the different fees associated with each investment option, see the Fund Facts.

## What can I do after I purchase this contract?

If you wish, you can do any of the following:

### Premiums (Deposits)

You may make additional lump-sum or regular deposits. See Section 5 – “Premiums”.

### Fund Switches

You can switch from one Fund to another within the same Guarantee Class and sales charge option. See Section 7 – “Fund Switches”.

### Withdrawals

If your money is not locked-in, you can withdraw money from your Contract. If you decide to do this, this will affect your guarantees. You may also need to pay a fee or taxes. See Section 6 – “Withdrawals”.

### Annuity Payout

At a certain time, we will start making payments to you. See Section 13 – “Default Payments”.

**Certain restrictions and other conditions may apply. You should review the Contract for your rights and obligations and discuss any questions with your advisor.**

## What information will I receive about my contract?

Information we will tell you regarding your Contract:

- Statements for the Contract at least once per year
- Confirmations for most financial and non-financial transactions
- Important updates

Information available to you upon request:

- Annual audited and semi-annual unaudited financial statements for the Funds
- The current version of the Fund Facts

## Preferred Pricing

Contracts containing a larger Contract Value may qualify for a Management Fee reduction as part of our preferred pricing program. For further information on preferred pricing, please see section 4.7 of the Information Folder.

## Can I change my mind?

Yes, you can change your mind about purchasing the Contract within two Business Days of the earlier of the date you received your confirmation or five Business Days after it is mailed. You must tell us in writing that you want to cancel. See Section 11.4 – “Rescission Rights”. The amount returned will be the lesser of the amount you invested or the value of the Fund if it has gone down. The amount returned will include a refund of any fees you paid.

If you change your mind about a specific deposit, the right to cancel applies only to that deposit.

# Key Facts – Pivotal Select

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## Where can I get more information or help?

If you have questions or are not satisfied, talk to your advisor, or if you prefer, contact us at:

[www.equitable.ca](http://www.equitable.ca)  
Equitable Life of Canada  
One Westmount Road N  
Waterloo, ON N2J 4C7  
1.800.668.4095

For information about handling issues you are unable to resolve with Equitable Life of Canada, contact the OmbudService for Life and Health Insurance at 1.800.268.8099 or on the Internet at [www.olhi.ca](http://www.olhi.ca). For Québec residents, you can contact the Information Centre of the AMF (Authority of Financial Markets) at 1.877.525.0337 or via email at [information@lautorite.qc.ca](mailto:information@lautorite.qc.ca).

For information about additional protection available for all life insurance contractholders, contact Assuris, a company established by the Canadian life insurance industry. See [www.assuris.ca](http://www.assuris.ca) for details. Equitable Life of Canada is a member of Assuris.

For information about how to contact the insurance regulator in your province/territory, visit the Canadian Council of Insurance Regulators website at [www.ccir-ccra.org](http://www.ccir-ccra.org).

**Any part of the deposit or other amount that is allocated to a Fund is invested at the risk of the Contract owner and may increase or decrease in value.**

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# Certification

The Equitable Life Insurance Company of Canada certifies that this Contract and Information Folder including the Fund Facts provides brief and plain disclosure of all material facts relating to the Equitable Life® Pivotal Select Segregated Funds Contract.

Certified on behalf of The Equitable Life Insurance Company of Canada by:



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Fabien Jeudy, F.S.A., F.C.I.A.  
President and Chief Executive Officer



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Cam Crosbie,  
Executive Vice-President,  
Savings and Retirement Division



# Part 1 – Contract



This Contract is an individual variable insurance contract that contains provisions for a life annuity at the Contract Maturity Date. The Contract provides deposit maturity and death benefit guarantees over the life of the Contract.

The Contract is the agreement between you and us. “You”, “your”, “contractholder” and “owner” mean the person that is the Owner of the Contract, who holds the rights under the Contract. “We”, “our”, “us”, “Equitable Life” and “Company” mean The Equitable Life Insurance Company of Canada, which is a life insurance company established under federal legislation and means our Head Office in Waterloo, Ontario for the purpose of receipt of documentation, notices and instructions from you.

This is not a participating policy. You are not eligible to receive dividends.

To administer your Contract, we establish policies and procedures, referred to as the Administrative Rules, from time to time. We may change these Administrative Rules without notice. The Administrative Rules that apply will be those in effect at the time of a transaction under this Contract.

## 1. DEFINITIONS

### 100% Deposit Protection Period

This is the time period for the Protection Class in which additional deposits to the contract qualify for a Maturity Benefit Guarantee of 100%. The duration of the 100% Deposit Protection Period is set according to our Administrative Rules and **may be changed at any time without notice.**

### Administrative Rules

These are our business policies, procedures and rules which **may change from time to time without notice to you.**

### Annuitant

This is the person named as Annuitant under the Contract.

### Annuity Payments

These are the periodic payments made after the Contract Maturity Date. (See Section 13 – “Default Payments”)

### Beneficiary

The Beneficiary is the person you designate to receive any benefit under this Contract after the death of the Annuitant.

### Business Day

This is a day on which the Toronto Stock Exchange (TSX) is open for business.

### Contract

This is the agreement between you and us. It includes the Pivotal Select Contract and Information Folder, including the Fund Facts, the application, any endorsements attached to the Contract when issued and any amendments agreed to by us in writing.

### Contract Maturity Date

This is the last day of the Contract in which the Death Benefit Guarantee and Maturity Benefit Guarantee will be available. Unless we receive different instructions from you, on the Contract Maturity Date, all Units held will be redeemed and the Contract Value will be used to provide Annuity Payments to you. The Contract Maturity Date is the day on which the Annuitant turns 105 unless an earlier date is required by applicable legislation. Prior to reaching the Contract Maturity Date, you may have the option to extend the Contract Maturity Date subject to our Administrative Rules.

### Contract Value

This is the total of all the Fund Values under your Contract.

### Death Benefit Base

The Death Benefit Base is used to calculate the Death Benefit Guarantee. (See Section 8 – “Guarantees”)

### Death Benefit Guarantee

This is the amount that is guaranteed upon the death of the Annuitant. See Section 8 – “Guarantees”)

### Deposit Maturity Date

This is the date that the Maturity Benefit Guarantee applies. For Investment Class this date is the same as the Contract Maturity Date. For Estate Class and Protection Class this date may occur at different points throughout the Contract. (See Section 8 – “Guarantees”)

### Estate Class

This is a Guarantee Class available under the Contract that provides enhanced death benefit and maturity guarantees.

### Fund

This is any one of the segregated funds established by us and made available for the investment of premiums under the Contract.

### FHSA Maximum Participation Period

For First Home Savings Accounts, the period is set by the Income Tax Act (Canada). It is currently set to begin when you open your First Home Savings Account, and ends on December 31st of the year in which the earliest of the following events occur:

- a) The 15th anniversary of opening your first First Home Savings Account,
- b) You turn 71 years of age,
- c) The year following your first qualifying withdrawal from your First Home Savings Account.

### First Home Savings Account (FHSA)

This is a Contract registered under the Income Tax Act (Canada) as a “first home savings account”.

### Fund Facts

This is a document which accompanies the Contract and Information Folder and provides additional information regarding each Fund.

## Fund Value

This is the total number of Units allocated to your Contract in a Fund multiplied by the corresponding Fund Unit Value for the most recent Valuation Date.

**The Fund Value of a Fund is not guaranteed and will fluctuate with the market value of the assets of the Fund.**

## Guarantee Class

The Contract offers three Guarantee Classes that provide different levels of protection. You select one of the Investment Class, Estate Class or Protection Class in the application. Only one Guarantee Class may be selected.

## Information Folder

Means the document titled "Information Folder".

## Insurance Fee

This is a fee charged by Equitable Life to each Fund. The Insurance Fee is calculated as a percentage of the Fund's Net Asset Value in accordance with our Administrative Rules and is included wholly or in part in the management expense ratio (MER), depending on the Guarantee Class chosen. The Insurance Fee is associated with the benefits guaranteed under this Contract. (See the Information Folder)

## Investment Class

This is a Guarantee Class available under the Contract that provides death benefit and maturity guarantees.

An entity (such as a bank, credit union, trust, or insurance company) that is authorized to open an FHSA or RRSP on your behalf.

## Issuer

An entity (such as a bank, credit union, trust, or insurance company) that is authorized to open an FHSA or RRSP on your behalf.

## Locked-in Contracts

These are specific types of Retirement Income Funds or Retirement Savings Plans. If premiums originate from a registered pension plan, they will continue to be locked-in under this Contract. "Locked-in" refers to the restrictions and limitations that are imposed by the applicable pension legislation.

## Management Fees

These are fees that an investment firm or insurance company receives in exchange for providing administrative and management services to a Fund and contractholders. (See the Information Folder)

## Maturity Benefit Guarantee

This is the amount that is guaranteed on the Deposit Maturity Date. (See Section 8 – "Guarantees")

## Maturity Guarantee Base

The Maturity Guarantee Base is used to calculate the Maturity Benefit Guarantee. (See Section 8 – "Guarantees")

## Net Asset Value

The Net Asset Value of each Fund is the market value of the Fund's assets less its liabilities (including accrued Management Fees, Insurance Fees and other expenses).

## No Load Option

This is a sales charge option in which there is no sales charge applied to purchases and withdrawals.

Depending on the No Load sales charge option selected, your advisor may have to return a portion or all of the initial commission when you withdraw Units of the Funds. See the latest copy of Fund Facts for details on the No Load sales charge options available to you.

## Non-Registered Contracts

These are Contracts that are not Registered Contracts.

## Owner

The Owner may be an individual, a corporation or more than one individual as permitted by our Administrative Rules and applicable legislation.

## Protection Class

This is a Guarantee Class available under the Contract that provides the highest death benefit and maturity guarantees available within the Pivotal Select Contract.

## Qualifying Home (FHSA)

A housing unit located in Canada. This includes existing homes and those being constructed.

Examples of a "qualifying home" include:

- single-family homes
- semi-detached homes
- townhouses
- mobile homes
- condominium units
- apartments in duplexes, triplexes, fourplexes, or apartment buildings
- a share in a co-operative housing corporation that entitles you to own and gives you an equity interest in a housing unit

## Qualifying Individual (FHSA)

You are a qualifying individual if you meet all of the following requirements at the time the FHSA is opened:

- i. 18 years of age or older, and
- ii. a resident of Canada, and
- iii. a first-time home buyer

## Qualifying Withdrawal (FHSA)

An amount received out of your FHSA where all of the following conditions are met:

- you must fill out Form RC725 (“Request to Make a Qualifying Withdrawal”) from your FHSA and give it to your FHSA issuer
- you must be a first-time home buyer
- you must have a written agreement to buy or build a qualifying home with the acquisition or construction completion date of the qualifying home before October 1 of the year following the date of the withdrawal
- you must not have acquired the qualifying home more than 30 days before making the withdrawal
- you must be a resident of Canada from the time that you make your first qualifying withdrawal from one of your FHSAs until the earlier of the acquisition of the qualifying home, or the date of your death
- you must occupy or intend to occupy the qualifying home as your principal place of residence within one year after buying or building it

## Registered Contracts

These are Contracts that have been registered under the *Income Tax Act* (Canada).

## Retirement Income Fund (“RIF”)

This is a Contract registered under the *Income Tax Act* (Canada) and established as a “retirement income fund” for tax purposes. It includes standard RIFs and applicable Locked-in Contracts.

## Retirement Savings Plan (“RSP”)

This is a Contract registered under the *Income Tax Act* (Canada) and established as a “retirement savings plan” for tax purposes. It includes standard RSPs and applicable Locked-in Contracts.

## RSP Conversion Date

For Retirement Savings Plans this is the date set by the *Income Tax Act* (Canada) and is currently December 31st of the year in which the Annuitant turns 71. This date can be changed without notice as a result of changes to applicable legislation. You may select an earlier RSP Conversion Date subject to applicable legislation and our Administrative Rules. For all other plan types, there is no RSP Conversion Date.

## Spouse

This is your spouse or common-law partner as recognized under the *Income Tax Act* (Canada).

## Successor Annuitant

Upon the Annuitant’s death, the successor Annuitant will become the Annuitant, the Contract will continue and no death benefit will be payable at this time.

## Tax-Free Savings Account (“TFSA”)

This is a Contract registered under the *Income Tax Act* (Canada) as a “tax-free savings account”.

## Underlying Fund

This is an investment fund in which a Fund invests all or part of its assets.

## Unit

The measurement attributed to the Contract to determine the value of the insurance benefits and our monetary obligation to you. Reference to Units of a Fund(s) is a notional reference only and the term Unit is being used to describe a measure of your Contract’s pro rata participation and corresponding benefits in a Fund(s). Units are not owned by you, and are not transferable or assignable.

## Unit Value

A notional value used to measure the market value of one Unit of a Fund on a given Valuation Date.

## Valuation Date

Any Business Day a market value is available for the underlying assets of a Fund on which we calculate a Unit Value for transaction and valuation purposes.

## 2. SUMMARY OF YOUR CONTRACT

### 2.1 Contract Choices

A Contract may be purchased to accumulate savings and/or to provide retirement income. There are three key choices you will make with regards to your Contract.

#### Choice 1 – Plan Type

The registered and non-registered plan types available are listed below. You, with the assistance of your advisor, will choose the plan that best fits your needs.

- Non-Registered Contract
- Tax-Free Savings Account
- First Home Savings Account
- Retirement Savings Plans
  - RSP
  - Locked-in Contracts
- Retirement Income Funds
  - RIF
  - Locked-in Contracts

#### Choice 2 – Guarantee Class

In addition, you will make a choice regarding which Guarantee Class best suits your needs. Only one Guarantee Class may be selected. You cannot change the Guarantee Class once selected. Note that the First Home Savings Account is not available under the Protection Class Guarantee Class.

*Note there are additional differences between the Guarantee Classes not listed here (see Section 8 – “Guarantees”). This chart is just a summary. Your advisor can assist you in making this choice. Read the full descriptions contained in this document carefully before making your selection.*

Guarantee Class	Maturity Benefit Guarantee	Death Benefit Guarantee	Resets*
Investment Class	75% of deposits on the Contract Maturity Date.	75% of deposits on death.	None
Estate Class	75% of deposits on the Deposit Maturity Date.	100% of deposits on death.	Once per year for both guarantees up to Annuitant's 80th birthday.
Protection Class	100% of the initial deposit and deposits made within the 100% Deposit Protection Period on the Deposit Maturity Date.	100% of deposits on death.	Once per year for both guarantees up to Annuitant's 80th birthday.

\* We reserve the right to modify or withdraw the reset feature from your Contract upon notice.

### Choice 3 - Fund Selection

The choice you make with respect to Guarantee Class will determine the Fund options available to you. Only Funds of the same Guarantee Class may be held in a Contract.

Premiums paid by you will be allocated to Fund(s) according to your instructions, and will be credited to your Contract. Unlike an investment in a mutual fund, a segregated fund does not actually issue units or shares. Accordingly, an investment in a Fund is not ownership of units or shares, but instead you own the Contract. Reference to Units of a Fund(s) is a notional reference only and the term Unit is used to describe a measure of your Contract's pro rata participation and corresponding benefits in a Fund(s).

## 2.2 Contract Statements

We will provide you with at least one statement in a calendar year summarizing the financial activity that has occurred in your Contract. In addition, if you have a Retirement Income Fund, we will advise you of the government prescribed minimum and if applicable, maximum payments.

## 2.3 Financial Statements for the Funds

Audited financial statements and unaudited semi-annual financial statements of each fund will be available for request each year. Annual financial statements for the current year will be available after April 15 and semi-annual financial statements will be available after September 28. To receive a copy, you can contact us directly (see: **Where can I get more information or help?**) or you can request a copy from your advisor.

Fund Facts are posted to our website at [www.equitable.ca/FundFacts](http://www.equitable.ca/FundFacts) and are available upon request from your advisor.

## 2.4 Confirmation Notice and Effective Date

Your Contract is effective on the later of the Valuation Date of your first premium or our acceptance of the Contract according to our Administrative Rules.

We will provide you with a confirmation notice when you pay the first premium into your Contract. The notice will confirm the amount paid, the Fund you selected and the number of Units allocated to your Contract. In accordance with our Administrative Rules we may also provide you with a confirmation of each withdrawal and any switches between Funds. Please note that, in some situations, for pre-authorized debit or scheduled withdrawals only the first transaction will produce a confirmation notice.

## 3. CONTRACT PARTICIPANTS

### 3.1 Contract Owner

You are the Owner of the Contract. The Owner is entitled to all rights under the Contract. Your rights may be limited if you have appointed an irrevocable Beneficiary, if you have assigned the Contract or if your Contract is a Registered Contract. Under a Registered Contract, you are both the Owner and the Annuitant.

The Owner must be a Canadian resident at the time the Contract is issued.

### 3.2 Successor Owner

(subrogated policy owner in Québec)

You may designate a successor owner, who will assume ownership of the Contract upon your death. If you are the Annuitant, the Contract will end on your death even if there is a successor owner. The ability to appoint a successor owner may be restricted on Registered Contracts.

### 3.3 Joint Owners (not available in Québec)

You may establish the Contract with two joint Owners. Each joint Owner holds an undivided interest to the entire Contract. Each joint Owner must agree to each change or transaction made within the Contract. On the death of one of the joint Owners, who is not the Annuitant, the surviving Owner is the sole Owner.

Joint Owners are not permitted on Registered Contracts.

### 3.4 Annuitant

The Annuitant is the individual on whose life the Annuity Payments and Death Benefit Guarantee are provided. The Annuitant's age is also used to set various dates and age restrictions under the Contract. On the Annuitant's death the Contract terminates unless there is a successor Annuitant. The Annuitant may or may not be the Owner. For Registered Contracts, the Annuitant must be the Owner.

### 3.5 Successor Annuitant

For Non-Registered Contracts, you may designate any person as successor Annuitant. Upon the Annuitant's death, the successor Annuitant will become the Annuitant, the Contract will continue and no death benefit will be payable at this time.

For Retirement Income Funds, Tax-Free Savings Accounts and First Home Savings Accounts, you may only name your Spouse as the successor Annuitant under the Contract. If you die before the Contract Maturity Date, the successor Annuitant will become the Annuitant and Owner under the Contract and the Contract will continue and no death benefit will be payable at this time.

For Retirement Income Funds and Tax-Free Savings Accounts, if you die before the Contract Maturity Date, and your Spouse is the sole Beneficiary, your Spouse may elect to continue the Contract as successor Annuitant. They will become the Annuitant and Owner under the Contract, which will continue and no death benefit will be payable at this time.

Subject to applicable legislation, for all other Registered Contracts you cannot name a successor Annuitant.

### 3.6 Beneficiary

You may name and change the Beneficiaries under this Contract in accordance with our Administrative Rules and applicable legislation. If you designate the Beneficiary as irrevocable, you may not change or revoke the designation without the irrevocable Beneficiary's consent.

Any appointment of a Beneficiary, or any change, is effective when received by us in form acceptable under our Administrative Rules. We assume no responsibility or liability for the validity or effect of any appointment or change.

If there is no surviving Beneficiary or you fail to appoint a Beneficiary, any death benefit will be paid to you if you are not the Annuitant, or will be paid to your estate if you are the Annuitant.

## 4. PLAN TYPES

### 4.1 Non-Registered Contracts

For Non-Registered Contracts, you can be the Annuitant, or you can designate another individual as Annuitant.

You cannot borrow money from the Contract. Subject to applicable legislation, you may use the Contract as security for a loan by assigning it to the lender. If you do this, the rights of the lender may take precedence over any other claim including any death benefits. We are not responsible for the validity of any assignment, and the assignment can delay or restrict certain transactions. The lender must forward the assignment to us for it to be effective.

You can change the Owner by notifying us in accordance with our Administrative Rules and applicable legislation. You should discuss possible tax consequences with your advisor. A change in ownership will not affect any of the Contract guaranteed benefits.

### 4.2 Registered Contracts

For Registered Contracts you must be the Owner and the Annuitant. You cannot assign the ownership of a Registered Contract, nor can you assign any annuity payable to you or your Spouse under the Contract, in whole or in part. You cannot use a Registered Contract as collateral for loan purposes.

For Registered Contracts as part of the registration process, it may be necessary to modify this Contract through an endorsement required by applicable legislation. For Locked-in Contracts additional addendums, specific to the applicable Locked-in Contract, will be required. You will be provided copies of any applicable endorsements/addendums. Should there be any conflicts between an endorsement/addendum and this Contract the endorsement/addendum will take precedence.

#### a) Retirement Savings Plans

You can set up your Contract as a Retirement Savings Plan.

The premiums you pay into your Retirement Savings Plan (excluding Locked-in Contracts) may be eligible for tax deduction, up to the allowable limits under applicable legislation. Investment gains earned under Retirement Savings Plans are not subject to income tax. Prior to the RSP Conversion Date we will automatically transfer, in accordance with our Administrative Rules, the Contract Value of your Retirement Savings Plan to a Retirement Income Fund offered by us, unless you provide alternate instruction to us prior to the RSP Conversion Date.

This transfer will occur on the Valuation Date coincident with or immediately following the RSP Conversion Date. Your investment selections and guarantees under this Contract will not be affected by this transfer.

If your Spouse deposits premiums into a Retirement Savings Plan owned by you, it is a spousal Retirement Savings Plan. You are the Owner and the Annuitant of the Contract and your Spouse is the contributor.

Payments out of a Retirement Savings Plan are fully taxable for income tax purposes and may be subject to withholding tax.

#### b) Tax-Free Savings Account (TFSA)

You can set up your Contract as a Tax-Free Savings Account.

The premiums you pay into your Tax-Free Savings Account are non-deductible. Any capital gains and other investment income earned in this Contract and any withdrawals from this Contract will not be taxed.

Unlike other Registered Contracts, and subject to applicable legislation, you can use a Tax-Free Savings Account as security for a loan by assigning it to the lender. If you do this, the rights of the lender may take precedence over any other claim including any death benefits. We are not responsible for the validity of any assignment, and the assignment can delay or restrict certain transactions. The lender must forward the assignment to us for it to be effective.

#### c) Retirement Income Funds

You can set up your Contract as a Retirement Income Fund.

You can choose how much income to take subject to government prescribed minimums for all plans and maximums for Locked-in Contracts. Payments out of a Retirement Income Fund are fully taxable for income tax purposes and may be subject to withholding tax.

The only premiums allowed to be paid into a Retirement Income Fund are premiums made in the form of a transfer from a Retirement Savings Plan, transfer of a full or partial commuted value of a registered annuity or a transfer from another Retirement Income Fund. Transfers into a Locked-in Contract must be from another Locked-in Contract(s).

No other premium deposits can be made.

Government regulations require you to withdraw a minimum annual payment from your Retirement Income Fund. The minimum amount will be calculated by us each calendar year after the year in which the Retirement Income Fund is established. For the purpose of calculating the minimum amount and subject to applicable legislation, payments from a Retirement Income Fund can be based on your age or that of your Spouse. If you wish to have the minimum annual income payment based on your Spouse's age, we must be advised prior to the establishment of the Retirement Income Fund; otherwise the minimum will be determined based on your age. The decision as to whose age will be used to determine the minimum annual income payment is irrevocable after the establishment of the Retirement Income Fund. The minimum payments will be made in accordance with applicable legislation no later than every December 31st until we are advised otherwise by you.

Provincial legislation may require that Locked-in Contracts also have a maximum annual income limit. The maximum income formulas as well as other Locked-in Contract rules vary depending of the pension jurisdiction. Our Administrative Rules are subject to applicable legislation.

A Retirement Income Fund purchased with amounts transferred from a spousal Retirement Savings Plan will be a spousal Retirement Income Fund.

#### **d) First Home Savings Account**

You can set up your Contract as a First Home Savings Account.

The premiums you pay into your First Home Savings Account may be eligible for tax deduction, up to the allowable limits under applicable legislation. Investment gains earned under First Home Savings Accounts, and any withdrawals for the purchase of a qualifying home (as defined under the *Income Tax Act (Canada)*) will not be taxed.

Prior to the end of the FHSA Maximum Participation Period, if you have not provided alternate instructions, we will automatically transfer, in accordance with our Administrative Rules, the Contract Value of your First Home Savings Account to one of the following registration types:

- Retirement Savings Plan (if you are 70 years old or less)
- Retirement Income Fund (if you are 71 years old).

## **5. PREMIUMS**

You may make deposits into the Contract until the Annuitant's latest age as indicated below (see Section 5.6 – "Age Restrictions for Contract Issue and Additional Premiums") and subject to applicable legislation. All deposits must be made according to our Administrative Rules. If any cheque of yours is not honoured for any reason, according to our Administrative Rules, we will charge a fee to cover our expenses.

### **5.1 Allocation of Units**

The number of Units of a Fund allocated to your Contract is determined by dividing the amount of premium by the Unit Value of the Fund, as established on the applicable Valuation Date.

#### **a) Electronic Deposit Instructions**

Your advisor will forward your premium payment allocation instructions to us electronically through an industry standard secure investment fund processing system approved in accordance with our Administrative

Rules. If we receive these instructions before 4:00 p.m. Eastern Time on a Valuation Date, the Unit Value(s) of the Fund(s) on that Valuation Date will be used. If we receive these instructions at or after 4:00 p.m. Eastern Time, the Unit Value(s) on the next Valuation Date will be used.

We must receive your premium payment within three Business Days of receiving your instructions. If we do not receive your premium payment within three Business Days, we will surrender your purchased Units. If the surrender proceeds are less than the premium payment you owe, we will pay the difference to the Fund and we will collect this amount from your advisor, who may have the right to collect it from you. If the surrender proceeds are greater than the premium payment you owed, we will keep the difference. We reserve the right to reject any premium allocation instructions within one Business Day of receiving them. If we reject your instructions we will return the lesser of the original value or market value of your premium payment immediately following receipt of it.

## b) Other Deposit Instructions

If your premium allocation instructions are forwarded to us in any other way, your premium will be processed using a Unit Value(s) within five Valuation Days of us receiving your instructions (the instructions and the deposit of the premium payment by us).

## 5.2 Sales Charge Options

Whether you choose Investment Class, Estate Class or Protection Class, the Funds are available under the following sales charge option:

### No Load Option

You do not pay any up-front charges and there are no Deferred Sales Charges under the No Load option.

Depending on the No Load sales charge option selected, your advisor may have to return a portion or all of the initial commission when you withdraw Units of the Funds. See the latest copy of Fund Facts for details on the No Load sales charge options available to you.

## 5.3 Premium Minimums

Premium deposits must meet Contract Value and Fund minimums, in accordance with our Administrative Rules. Currently, the Contract Value and Fund minimums are:

Plan type	Non-Registered Contracts, TFSA, FHSA and RSP	Retirement Income Funds
Minimums		
Initial Premium	\$500 or PAD of \$50	\$10,000
Balance per Fund	\$50	\$50
Additional Premium	\$50	\$50
Contract Value	\$500	\$10,000

If the Contract Value falls below the minimum Contract Value required, we reserve the right to redeem all Units allocated to the Contract and pay the Contract Value, subject to any withdrawal fees or other charges, to you.

We reserve the right to switch the balance in a Fund to another Fund in your Contract if you stop payments into a Fund prior to meeting the minimum balance or fail to maintain the minimum balance required for a Fund.

## 5.4 Premium Maximum

We reserve the right, at our discretion to decline any new premium. We also reserve the right to set a maximum amount of new premium that can be added to a Contract in accordance with our Administrative Rules.

## 5.5 Pre-Authorized Debit (PAD) Agreement

You can set-up a pre-authorized debit agreement with us in which we will automatically transfer premiums from your bank account to your Contract on periodic dates as instructed by you. You can make PAD premium payments on a periodic basis according to our Administrative Rules. The Valuation Date will be the withdrawal date you selected. If your selected withdrawal date does not fall on a Valuation Date, the purchase will be processed on the next Valuation Date. There may be a time delay between us processing and the money being transferred out of your bank account. Subject to the minimum amounts, you can notify us of a change at any time at least ten Business Days prior to the withdrawal date.

We will stop processing deposits by PAD if they are returned as having insufficient funds or they are not processed by your bank. We may also charge you any expenses incurred by us. You will be required to notify us in writing to re-establish premium deposits to the Contract by PAD. We reserve the right to modify or discontinue the PAD terms of this Contract without notice.

## 5.6 Age Restrictions for Contract Issue and Additional Premiums

We currently have the following Administrative Rules for the maximum age of the Annuitant in which we will issue a new Contract and accept new premiums into an existing Contract. According to our Administrative Rules, we reserve the right to impose a maximum age at which you may deposit to a sales charge option.

Plan type	Investment Class		Estate Class		Protection Class	
	Latest age* to issue contract	Latest age* to deposit	Latest age* to issue contract	Latest age* to deposit	Latest age* to issue contract	Latest age* to deposit
Non-Registered Contract	90	90	80	85	80	85
Tax-Free Savings Account	90	90	80	85	80	85
Retirement Savings Plan**	71	71	71	71	71	71
Retirement Income Fund**	90	90	80	85	80	85
First Home Savings Account**	71	71	71	71	N/A	N/A

\* All dates are as of December 31st of the year the Annuitant reaches the stated age.

\*\* The maximum age is established according to legislation and the age shown is used unless applicable legislation requires a different age.

Age minimums may apply as per our Administrative Rules and applicable legislation. For example, for the Tax-Free Savings Account and the First Home Savings Account, the Annuitant must be at least 18 years old to establish a Contract.

## 6. WITHDRAWALS

You may decide, subject to applicable legislation, to make withdrawals on a scheduled or unscheduled basis. Note that any withdrawals or fees paid from the Contract (other than to pay Insurance Fees not included in the MER) will reduce your guaranteed benefits and the Contract Value.

Your withdrawal may be subject to fees or charges. (See Section 6.5 – “Withdrawal Fees and Charges”)

**Withdrawals should be carefully considered as guarantees will be reduced. The withdrawal value of a Fund or any portion of a Fund is not guaranteed and will fluctuate with the market value of the assets of the Fund.**

### 6.1 Processing your Unscheduled Withdrawals

You may submit your withdrawal instructions, in accordance with our Administrative Rules, to us at any time. You must tell us how much you would like to withdraw, subject to our Administrative Rules, and from which Fund. Your request can be submitted to us electronically by your advisor or in any other manner allowed by our Administrative Rules.

If we receive your unscheduled withdrawal request electronically from your advisor through an industry standard secure investment fund processing system before 4:00 p.m. Eastern Time on a Valuation Date, you will receive the Unit Value(s) on that Valuation Date.

If we receive your order on or after 4:00 p.m. Eastern Time, you will receive the Unit Value(s) on the next Valuation Date.

For electronic withdrawal requests only, if we have not received all documentation needed to settle your withdrawal within ten Business Days of receiving your instructions, we will repurchase your Units. If the withdrawal proceeds are less than the repurchase amount, we will pay the difference and seek reimbursement from your advisor, who may have the right to collect it from you. If the withdrawal proceeds are greater than the repurchase amount, we will keep the difference. Your withdrawal will be deposited into the Equitable Life Money Market Fund Select while waiting for the documentation.

If we receive your unscheduled withdrawal request in any other way allowed by our Administrative Rules, we will process your request within five Valuation Days of receipt of your instructions.

We will mail to you or electronically transfer the withdrawal value to your bank account, according to your instructions, immediately upon the fulfillment of our settlement requirements.

## 6.2 Scheduled Withdrawals

You can make withdrawals from the Contract on a periodic basis according to our Administrative Rules. Scheduled withdrawals may incur fees and withdrawal charges in accordance with our Administrative Rules. (See Section 6.5 – “Withdrawal Fees and Charges”)

If you fail to specify the Fund(s) from which the withdrawal is to be made or if the Fund(s) you have chosen is (are) exhausted, the Units will be redeemed from a Fund as determined by us.

You may cancel the scheduled withdrawal plan at any time by giving us ten Business Days’ prior notice. We reserve the right to modify or discontinue the scheduled withdrawal terms of this Contract at any time without notice.

We will send the scheduled withdrawal value to your bank account electronically.

If the scheduled withdrawal due date is other than a Valuation Date, the Unit Value would be calculated on the following Valuation Date.

## 6.3 Withdrawal Minimums

The minimum amount you can withdraw must be in accordance with our Administrative Rules. Currently the minimum withdrawal amount for a scheduled withdrawal is \$100 and for an unscheduled withdrawal is \$500. If the Contract Value is less than the withdrawal minimum then any withdrawal must be a full withdrawal of the Contract Value.

## 6.4 Retirement Income Payments from a Retirement Income Fund

These are scheduled withdrawals, as outlined above.

You must begin receiving your Retirement Income Fund income payments no later than December 31st of the calendar year following the establishment of your Retirement Income Fund.

Retirement income payments are subject to minimums and applicable maximums as per applicable legislation. You can request the retirement income payments to be the minimum, or maximum if applicable. Alternatively, you can specify a dollar amount. Your instructions will remain in effect until you provide a request, in accordance with our Administrative Rules, to change them. Each year, if the retirement income payments for that year have not met the required minimum, a payment will be made to bring the amount paid for the year to the minimum. Income tax is withheld on any amounts paid in excess of the required minimum.

## 6.5 Withdrawal Fees and Charges

We will charge you a processing fee for each withdrawal according to our Administrative Rules. Our current administrative practice is, for unscheduled withdrawals, to waive this fee on the first two withdrawals each calendar year and to charge \$25 for each withdrawal thereafter. For scheduled withdrawals, our current practice is to waive the processing fee for each withdrawal but, in accordance with our Administrative Rules, to charge \$25 for each change to the withdrawal schedule.

For scheduled and unscheduled withdrawals, we will charge an excessive short-term trading fee of 2% of the value of the Units withdrawn if you sell Units within 90 days of premium being allocated to those Units.

### No Load Option

You can withdraw Units of the Funds without incurring any deferred sales charges.

Depending on the No Load sales charge option selected, your advisor may have to return a portion or all of the initial commission when you withdraw Units of the Funds. See the latest copy of Fund Facts for details on the No Load sales charge options available to you.

## 7. FUND SWITCHES

### 7.1 Requesting Switches

You must submit your switch between Funds instructions to us in accordance with our Administrative Rules.

If we receive your electronic instructions sent by your advisor through an industry standard secure investment fund processing system approved in accordance with our Administrative Rules before 4:00p.m. Eastern Time on a Valuation Date, it will be processed using the Unit Value(s) of that Valuation Date. If your instruction is received by us on or after 4:00 p.m. Eastern Time, your transaction will be processed using the Unit Value(s) of the next Valuation Date. If your instruction is submitted to us in any other way, we will process within five Valuation Days of receipt of your instructions.

When you switch between Funds, it is your oldest Units that are switched first.

All switches, including any applicable fees or charges, other than those within a Registered Contract, are taxable transactions.

### 7.2 Minimums

The minimum amount that can be switched from a Fund to any other Fund(s) is established by our Administrative Rules, currently \$500 or the remaining Fund Value, if lower.

### 7.3 Switches

**(within the same sales charge option)**

A switch is the partial or total reallocation of your premium from a Fund to any other Fund(s) within that same sales charge option. Withdrawal fees or charges do not apply to switches. Switches do not affect your guarantees.

## 7.4 Switch Fees

You are entitled to free switches each calendar year in accordance with our Administrative Rules. Our current administrative practice is to charge \$25 for each subsequent switch in excess of 4. In addition, we will charge an excessive short-term trading fee of 2% of the value of the Units switched if you make a switch within 90 days of premium being allocated to those Units.

The new Units purchased will have the same sales charge option as the Funds that were redeemed to initiate the switch.

## 7.5 Dollar Cost Averaging

Dollar cost averaging allows you to switch your premium from a Fund in a Guarantee Class into any other Fund(s) of the same Guarantee Class and sales charge option, on a systematic basis. Dollar cost averaging involves pre-selecting the amount of the premium you wish to switch from one Fund to another and the frequency and date of the switch. This feature allows you to spread the risk of investing by averaging the highs and lows of the price of Units allocated to your Guarantee Class. Fund switches resulting from dollar cost averaging are not currently included as part of your free switches per calendar year and have no associated switch fees or short-term trading fees, according to our Administrative Rules. However, there may be charges for any changes to an already established dollar cost averaging program in accordance with our Administrative Rules.

You may activate this feature under the following conditions:

- The minimum amount that can be switched from a Fund to any other Fund(s) is set in accordance with our Administrative Rules. Currently this is \$500.
- You can make dollar cost averaging switches on a periodic basis in accordance with our Administrative Rules.
- You can make the switch on any day of the month in accordance with our Administrative Rules. If your selected switch date falls on a non-Valuation Day, the transaction will be processed on the next Valuation Date.
- You may cancel the dollar cost averaging plan at any time by giving us ten Business Days' notice.
- Contract and Fund minimums must be maintained at all times.

We reserve the right to modify or discontinue the dollar cost averaging terms of your Contract without notice.

## 8. GUARANTEES

Your Contract provides for both a Maturity Benefit Guarantee and a Death Benefit Guarantee.

Guarantee Class	Maturity Benefit Guarantee	Death Benefit Guarantee	Resets*
Investment Class	75% of deposits on the Contract Maturity Date.	75% of deposits on death.	None
Estate Class	75% of deposits on the Deposit Maturity Date.	100% of deposits on death.	Once per year for both guarantees up to Annuitant's 80th birthday.
Protection Class**	100% of the initial deposit and deposits made within the 100% Deposit Protection Period on the Deposit Maturity Date.	100% of deposits on death.	Once per year for both guarantees up to Annuitant's 80th birthday.

\*We reserve the right to modify or withdraw the reset feature from your Contract upon notice.

\*\*Note that the First Home Savings Account is not available under the Protection Class Guarantee Class.

### 8.1 Maturity Benefit Guarantee

Your Maturity Benefit Guarantee is calculated based on the Maturity Guarantee Base. The Maturity Guarantee Base is, prior to any resets, equal to the sum of premiums paid less the sum of proportional reductions for prior withdrawals. If a reset has occurred (i.e. the Maturity Guarantee Base is reset to the Contract Value), the Maturity Guarantee Base is equal to the last reset amount plus the sum of additional premiums paid after the reset less the sum of proportional reductions for any withdrawals since the last reset.

#### Investment Class

- The Investment Class guarantees that the Maturity Benefit Guarantee on the Deposit Maturity Date (or on the next Valuation date if the Deposit Maturity Date is not a Valuation Date) will be equal to the Contract Value or 75% of the Maturity Guarantee Base, whichever amount is greater.
- For the Investment Class, your Deposit Maturity Date is the Contract Maturity Date.

See the Information Folder for examples of how the Maturity Benefit Guarantee is calculated.

#### Estate Class

- The Estate Class guarantees that the Maturity Benefit Guarantee on the Deposit Maturity Date (or on the next Valuation Date if the Deposit Maturity Date is not a Valuation Date) will be equal to the Contract Value or 75% of the Maturity Guarantee Base, whichever amount is greater.
- For the Estate Class, the Deposit Maturity Date is initially set to 15 years after the date of the initial premium allocation to the Contract. On each subsequent Deposit Maturity Date, the Maturity Guarantee Base will be reset to the Contract Value coinciding with the Deposit Maturity Date or the next Valuation Date if the Deposit Maturity Date is not a Valuation Date. A new Deposit Maturity Date will then be established 15 years after the date of the current Deposit Maturity Date. If there is less than 15 years between the previous Deposit Maturity Date and the Contract Maturity Date, the final Deposit Maturity Date will be set equal to the Contract Maturity Date.

- You may request a reset of your Maturity Guarantee Base. When a reset is completed the Maturity Guarantee Base is reset to be the Contract Value as determined on the Valuation Date when the reset is processed. By resetting the Maturity Guarantee Base, a new Deposit Maturity Date is set 15 years after the date of the reset. Resets are not permitted beyond the Annuitant's 80th birthday. A reset request must be provided in accordance with our Administrative Rules and will be processed by us within five Valuation Days of receipt. A reset of your Maturity Guarantee Base only occurs if the Contract Value is greater than the Maturity Guarantee Base.
- **We reserve the right to modify or withdraw the reset feature from your Contract upon notice. We also reserve the right to refuse a request to reset the Maturity Guarantee Base.**

See the Information Folder for examples of how the Maturity Benefit Guarantee is calculated and how resets work.

### Protection Class

- The Protection Class guarantees that the Maturity Benefit Guarantee on the Deposit Maturity Date (or on the next Valuation Date if the Deposit Maturity Date is not a Valuation Date) will be equal to the greater of the Contract Value or 100% of the Maturity Guarantee Base for the initial deposit and deposits made to your contract within the 100% Deposit Protection Period. For any other deposits, the Maturity Benefit Guarantee will be 75% of the sum of those deposits.
- For the Protection Class, the Deposit Maturity Date is initially set to 15 years after the date of the initial premium allocation to the Contract. On each subsequent Deposit Maturity Date, the Maturity Guarantee Base will be reset to the Contract Value coinciding with the Deposit Maturity Date or the next Valuation Date if the Deposit Maturity Date is not a Valuation Date. A new Deposit Maturity Date will then be established 15 years after the date of the current Deposit Maturity Date. If there is less than 15 years between the previous Deposit Maturity Date and the Contract Maturity Date, the final Deposit Maturity Date will be set equal to the Contract Maturity Date and the Maturity Guarantee Base will be reset to 75% of the Contract Value coinciding with the Deposit Maturity Date or next Valuation Date if the Maturity Date is not a Valuation Date.

- You may request a reset of your Maturity Guarantee Base. When a reset is completed the Maturity Guarantee Base is reset to be the Contract Value as determined on the Valuation Date when the reset is processed. By resetting the Maturity Guarantee Base, a new Deposit Maturity Date is set 15 years after the date of the reset. Resets are not permitted beyond the Annuitant's 80th birthday. A reset request must be provided in accordance with our Administrative Rules and will be processed by us within five Valuation Days of receipt. A reset of your Maturity Guarantee Base only occurs if the Contract Value is greater than the Maturity Guarantee Base.
- **We reserve the right to modify or withdraw the reset feature from your Contract upon notice. We also reserve the right to refuse a request to reset the Maturity Guarantee Base.**

See the Information Folder for examples of how the Maturity Benefit Guarantee is calculated and how resets work.

### Maturity Benefit Guarantee Provisions

On the Deposit Maturity Date, if the Maturity Benefit Guarantee is greater than the Contract Value we will add the difference to your Contract in accordance with our Administrative Rules. Our current practice is to allocate these premiums to the applicable Guarantee Class of Units of the Equitable Life Money Market Fund Select. Such payment of the Maturity Benefit Guarantee is conditional on the Contract being in force on the Deposit Maturity Date and the Annuitant then being alive.

## 8.2 Death Benefit Guarantee

Your Death Benefit Guarantee is calculated based on the Death Benefit Base. The Death Benefit Base is, prior to any resets, equal to the sum of premiums paid less the sum of proportional reductions for prior withdrawals. If a reset has occurred (i.e. the Death Benefit Base is reset to the Contract Value), the Death Benefit Base is equal to the last reset amount plus the sum of additional premiums paid after the reset less the sum of proportional reductions for any withdrawals since the last reset.

## a) Prior to the Contract Maturity Date

Upon receiving notice in accordance with our Administrative Rules, of the death of the last surviving Annuitant a death benefit will be payable under this Contract.

Within five Valuation Days of being notified of the Annuitant's death the Contract is frozen and no additional transactions are permitted. We will switch all allocations under your Contract to the Equitable Life Money Market Fund Select or another Fund chosen by us in accordance with our Administrative Rules.

### Investment Class

- The Death Benefit Guarantee for the Investment Class will be the Contract Value on the Valuation Date coinciding with or immediately following the day that we are notified of the Annuitant's death, or 75% of the Death Benefit Base, whichever amount is greater.

See the Information Folder for examples of how the Death Benefit Guarantee is calculated.

### Estate Class

- The Death Benefit Guarantee for the Estate Class will be the Contract Value on the Valuation Date coinciding with or immediately following the day that we are notified of the Annuitant's death, or 100% of the Death Benefit Base, whichever amount is greater.
- You may request a reset of your Death Benefit Base. When a reset is completed the Death Benefit Base is reset to be the Contract Value as determined on the Valuation Date the reset is processed. Resets are not permitted beyond the Annuitant's 80th birthday. A reset request must be provided in accordance with our Administrative Rules and will be processed by us within five Valuation Days of receipt. A reset of your Death Benefit Base only occurs if the Contract Value is greater than the Death Benefit Base.
- **We reserve the right to modify or withdraw the reset feature from your Contract upon notice. We also reserve the right to refuse a request to reset the Death Benefit Base.**

See the Information Folder for examples of how the Death Benefit Guarantee is calculated and how resets work.

## Protection Class

- The Death Benefit Guarantee for the Protection Class will be the Contract Value on the Valuation Date coinciding with or immediately following the day that we are notified of the Annuitant's death, or 100% of the Death Benefit Base, whichever amount is greater.
- You may request a reset of your Death Benefit Base. When a reset is completed the Death Benefit Base is reset to be the Contract Value as determined on the Valuation Date the reset is processed. Resets are not permitted beyond the Annuitant's 80th birthday. A reset request must be provided in accordance with our Administrative Rules and will be processed by us within five Valuation Dates of receipt. A reset of your Death Benefit Base only occurs if the Contract Value is greater than the Death Benefit Base.
- **We reserve the right to modify or withdraw the reset feature from your Contract upon notice. We also reserve the right to refuse a request to reset the Death Benefit Base.**

See the Information Folder for examples of how the Death Benefit Guarantee is calculated and how resets work.

## Death Benefit Guarantee Provisions

On the Valuation Date coinciding with or immediately following the day that we are notified of the Annuitant's death, if the Death Benefit Guarantee is greater than the Contract Value we will add the difference to your Contract in accordance with our Administrative Rules. Our current practice is to allocate these premiums to the applicable Guarantee Class of Units of the Equitable Life Money Market Fund Select.

We must be notified promptly of the Annuitant's death, otherwise the Death Benefit Guarantee may be recalculated. If the Death Benefit Guarantee as calculated on the Valuation Date coinciding with or immediately following the date of the Annuitant's death is less than the Death Benefit Guarantee as calculated above, then the Death Benefit Guarantee will be recalculated using the Valuation Date coinciding with or immediately following the date of the Annuitant's death in accordance with our Administrative Rules.

## b) After the Contract Maturity Date

After the Contract Maturity Date the Death Benefit Guarantee no longer applies as the Contract is now making Annuity Payments. Upon the Death of the last surviving Annuitant, a death benefit based on the value of the remaining guaranteed Annuity Payments will be calculated and paid in accordance with our Administrative Rules. (See Section 13 – “Default Payments”). If there are

no guaranteed Annuity Payments payable, the Contract terminates on the death of the last surviving Annuitant and no death benefit is payable. If Annuity Payments have been made between the date of death of the last surviving Annuitant and the notification to us of the death of the last surviving Annuitant, these extra payments must be repaid to us from you if you are not the last surviving Annuitant, or your estate if you were the last surviving Annuitant.

## 9. INVESTMENT OPTIONS

We provide a range of segregated fund investment options under this Contract.

All premiums will be invested in a “qualified investment” as defined in the *Income Tax Act* (Canada).

See the Information Folder and Fund Facts for more information about the Funds, their valuation and fee structures.

## 10. TAX IMPLICATIONS

This is a general summary of income tax considerations for Owners who are Canadian residents. You should consult your tax advisor to assess how to apply this general information to your personal tax situation. In addition, this information is current at the time this document was printed, but the legislation can change at any time and affect the tax status of your Contract.

### 10.1 Tax Slips

#### a) Non-Registered Contracts

We will send you tax information on your Non-Registered Contracts each year. This tax record will indicate your share of the Funds’ annual allocations of net income and net capital gains, and your allowable tax credit, if any.

#### b) Registered Contracts

For Retirement Savings Plans you do not pay any taxes and we will not send you any tax records unless you withdraw monies in cash from your Retirement Savings Plan. The amount is fully taxable and you will receive a T4RSP tax slip. You will receive a contribution receipt for premium payments into your Retirement Savings Plan, according to applicable legislation. Your contribution limits for registered plans are on your Notice of Assessment. Contributing more than this amount can have negative tax consequences.

For Retirement Income Funds, all retirement income payments are fully taxable and are reported on your T4RIF tax slip.

For Tax-Free Savings Accounts you do not pay any taxes, provided you do not make any over-contributions according to applicable legislation, and we will not send you any tax records.

For First Home Savings Accounts you do not pay any taxes and we will not send you any tax records unless you withdraw monies in cash from your First Home Savings Account. Withdrawals made to purchase a qualifying home are not taxable. Non-qualifying withdrawals are fully taxable. You will receive a contribution receipt for premium payments into your First Home Savings Account, according to applicable legislation. If you are a qualifying first time home buyer, you have a maximum lifetime contribution limit as per legislation. Contributing more than this amount can have negative tax consequences. It may be advisable to consult your own personal tax advisor with respect to any questions as to eligibility or tax consequences.

In the event of your death, the death benefit is taxable to your beneficiary. If your spouse is the sole beneficiary, they may choose to transfer to their own First Home Savings Account, Retirement Savings Plan or Retirement Income Fund on a Tax-deferred basis.

### 10.2 Income Allocation within the Fund

Each Fund will allocate its income and realized capital gains and losses to Owners in each year so that no income tax will be payable by the Fund. Income earned by Funds from foreign sources may be subject to foreign withholding taxes.

## 11. GENERAL PROVISIONS

### 11.1 Currency

All payments to us or by us will be in Canadian dollars.

### 11.2 Evidence

We reserve the right to require the Owner, Annuitant or Beneficiary to provide at the appropriate time and at their own expense, proof satisfactory to us of the survival, age, sex, marital status and/or death of any person on whose status a payment depends.

### 11.3 Creditor Protection

Your Contract may be protected from claims of creditors when the Beneficiary is the Spouse, parent, child or grandchild of the Annuitant. In Québec, the Beneficiary must be the married or civil union Spouse, the ascendant or descendant of the Owner.

This description is of a general nature only and does not take your specific situation into consideration. You should always consult legal and tax advice.

### 11.4 Rescission Rights

You may rescind the purchase of this Contract. You must provide written notice to us of your decision to rescind your first premium payment within the earlier of two Business Days of receiving the confirmation notice or five Business Days after it is mailed. You will receive the lesser of the amount of your first premium payment and the market value of the Fund(s) on the Valuation Date following the day we receive your rescission request plus any fees you paid.

You can also change your mind about any other transactions you make under the Contract, including subsequent premium payments, within the same time frames outlined above by providing written notice to us of your decision to rescind the transaction. In this case, the right to rescind applies only to the new transaction.

### 11.5 Fundamental Change

We will notify you in writing by regular mail at least 60 days before making any of the following changes:

- an increase in the Management Fee which may be charged against the assets of a Fund;
- a change in the fundamental investment objectives of a Fund;
- a decrease in the frequency with which Units of a Fund are valued; or
- an increase in the insurance fee limit specified in the Information Folder.

Provided we receive your election within 55 days after the date of the notice, you have the right to transfer to a similar Fund that is not subject to the fundamental change for which the notice is given or to redeem the Units of that Fund if there is no similar Fund, without incurring charges or fees.

During the notice period, we have the right to prohibit you from switching into or allocating premium payments to the Fund that is subject to the change, unless you agree to waive your right to redeem the Units of that Fund as set out above. A Fund closure is considered a fundamental change, and will follow these rules.

For the purposes of this subsection, a similar Fund means a Fund that has comparable fundamental investment objectives, is in the same investment fund category (in accordance with fund categories published in a financial publication with broad distribution) and has the same or a lower Management Fee and Insurance Fee than the Management Fee and Insurance Fee of the Fund in effect at the time the notice is given.

### 11.6 Amendments

Other than changes to our Administrative Rules (which can happen without notice) or fundamental changes (as outlined above) we can amend this Contract on 30 days' notice to you, however, any changes required by applicable legislation, and administrative or judicial decisions may be implemented immediately without notice.

## 11.7 Notice and Correspondence

Any notice or correspondence that is required to be provided to you by us will be sent by regular mail or another method according to our Administrative Rules. We will consider the notice or correspondence to be received by you on the 5th Business Day following its mailing or other method according to our Administrative Rules.

Any notice or correspondence from you may be sent by regular mail or another method acceptable according to our Administrative Rules and will be considered received by us on the date we receive it at our Head Office in Waterloo, Ontario.

When you receive any notice or correspondence from us, please check it carefully for correctness. If you find a discrepancy, please contact us within 30 days by calling 1.800.668.4095 or your advisor. Otherwise, the information will be deemed to be correct.

## 12. TERMINATION OF THE CONTRACT

This Contract is terminated and all of our obligations under it cease when any of the following occur:

- a) we make payment to you of the Contract Value upon your request, subject to applicable legislation or due to the minimum Contract Value falling to less than the minimum allowable according to our Administrative Rules. This payment will result in causing all guarantees to be equal to zero, or
- b) upon the death of the last surviving Annuitant.

The person entitled to receive the Contract Value after the death of the last surviving Annuitant may choose to receive payment either in cash or using any of the optional methods of settlement in accordance with our Administrative Rules. Payment of the Contract Value (including any death benefit related to Annuity Payments pursuant to Section 13 – “Default Payments”) discharges Equitable Life from all of our obligations and liabilities under the Contract and all related documents.

If the Contract is a Registered Contract payment of the Contract Value after the death of the Annuitant may be required to be paid in a lump sum in accordance with the *Income Tax Act* (Canada) and additional requirements may also apply.

## 13. DEFAULT PAYMENTS

Unless we receive different instructions from you, on the Contract Maturity Date, all Units held will be redeemed and the Contract Value will be used to provide Annuity Payments to you.

The value of the Annuity Payments will be determined by applying our rates in effect on the Contract Maturity Date or the guaranteed rate outlined below, whichever is greater. Unless we receive different instructions from you, the Annuity Payments will begin one month after your Contract Maturity Date and be paid monthly.

The Annuity Payments will be for the life of the Annuitant with a 10-year guarantee or as required under applicable legislation. The Company calculates the Annuity Payments based on its then current projected annuity factors applicable to the type and terms of the annuity. In no case will the sum of the Annuity Payments in a year, for each \$1,000 being annuitized with a maximum guarantee period of 10-years or less, be lower than \$65.

We reserve the right, if permitted by applicable legislation, to make a lump sum payment of the proceeds payable under the Contract, if such amount is less than \$10,000.00 or the amount of monthly income would be less than \$100.

## 14. ENDORSEMENTS

### Retirement Savings Plan Provisions

If you requested we apply to register the Contract as a “registered retirement savings plan” under the *Income Tax Act (Canada)* and, if applicable, the *Taxation Act (Québec)* this Contract is required to follow these provisions. In addition, if a Locked-in Contract has been applied for in the application, applicable pension legislation will be applied.

1. In these provisions, “you”, “your” and “owner” refer to the person who is the Annuitant as defined in the *Income Tax Act (Canada)*, and the Owner under the Contract.
2. We apply to register your Contract as a “registered retirement savings plan” under the *Income Tax Act (Canada)* and, if applicable, the *Taxation Act (Québec)*. You will notify us if you become a non-resident of Canada.
3. No advantage that is conditional in any way on the existence of the Contract will be extended to you or to a person with whom you are not dealing at arm’s length, other than as specified in the *Income Tax Act (Canada)*.
4. All premiums will be invested in a “qualified investment” as defined in the *Income Tax Act (Canada)*. No premiums will be accepted under the Contract after income payments begin. Neither the Contract nor any payments can be assigned either in whole or in part. No payments will be made prior to the RSP Conversion Date except a refund of premiums in a lump sum or a payment to you.
5. You may withdraw any amount necessary to reduce the amount of tax payable. If you have made over- contributions subject to a penalty you may withdraw any amount necessary to reduce the penalty.
6. If you die before the RSP Conversion Date, the Contract terminates and the Contract Value, as of the date of death, less any applicable withholding taxes will be paid as a lump sum to your Beneficiaries or to your estate if no designation was made, unless the lump sum is requested to be paid as a refund of premiums as defined under the *Income Tax Act (Canada)*. We require proof of death and other information as determined by our Administrative Rules.
7. Annuity Payments made to you must provide for equal annual or more frequent periodic payments as required under the *Income Tax Act (Canada)*. Annuity Payments may not be surrendered, commuted or assigned. If you die before all Annuity Payments have been made, the remaining payments will be commuted and paid in a lump sum if your Beneficiary is not your Spouse. If your Spouse is the sole Beneficiary, payment of the annuity will continue, subject to the *Income Tax Act (Canada)*. No increase of payment after the death of the first Annuitant will occur, in accordance with the *Income Tax Act (Canada)*.
8. No benefit or loan that is conditional in any way on the existence of this Contract will be extended to the Annuitant or to a person with whom the Annuitant was not dealing at arm’s length other than as specified under the *Income Tax Act (Canada)*.
9. We reserve the right to resign as the issuer of the registered Retirement Savings Plan and appoint a successor issuer.
10. These provisions of the registered Retirement Savings Plan will take precedence over any provisions contained elsewhere in this Contract, in case of conflict or inconsistency. Future amendments to the *Income Tax Act (Canada)* or applicable legislation may override these provisions. Any amendment to the Contract must comply with the requirements of the *Income Tax Act (Canada)*.

You may request, at any time prior to RSP Conversion Date and during your lifetime, a full or partial withdrawal, subject to applicable legislation and the *Income Tax Act (Canada)*. This could include withdrawals for the purpose of reducing the amount of income tax otherwise payable by you. If your Contract is a Locked-in Contract, this request must be allowable by provincial pension legislation.

## Retirement Income Fund Provisions

If you have requested we apply to register the Contract as a “registered retirement income fund” or as a Locked-in Contract or other similar retirement income fund under the *Income Tax Act (Canada)* and if applicable, the *Taxation Act (Québec)*, or the RSP Conversion Date has caused the automatic transfer to a Retirement Income Fund, the following provisions apply to the Contract. In addition, if a Locked-in Contract or other similar retirement income fund has been applied for in the application, applicable pension legislation would apply.

1. In these provisions, “you”, “your” and “owner” refer to the person who is the Annuitant as defined in the *Income Tax Act (Canada)*, and the Owner under the Contract.
2. We apply to register your Contract as a “registered retirement income fund” under the *Income Tax Act (Canada)*, and if applicable, the *Taxation Act (Québec)*. You will notify us if you become a non-resident of Canada.
3. We will not accept transfers into this Contract other than those allowed by the *Income Tax Act (Canada)*. Acceptable transfers include:
  - a) a registered Retirement Savings Plan under which you are the Annuitant,
  - b) a registered pension plan under which you are a member or former member,
  - c) another registered Retirement Income Fund under which you are the Annuitant,
  - d) another registered transfer allowed under the *Income Tax Act (Canada)*, and, any applicable provincial pension legislation.
4. Unless prevented by applicable legislation, you may request a transfer of all or part of the value of the Contract at any time. Any transfer will be made according to applicable legislation, including the *Income Tax Act (Canada)*, and may include:
  - a) another registered Retirement Income Fund of which you are the Annuitant,
  - b) a registered Retirement Savings Plan of which you are the Annuitant, if the transfer is prior to the RSP Conversion Date,
  - c) a registered Retirement Income Fund or registered Retirement Savings Plan of your Spouse as a result of your marriage breakdown or upon your death,
  - d) to purchase an immediate life annuity,
  - e) another registered transfer allowed under the *Income Tax Act (Canada)*, and, any applicable provincial pension legislation.
5. We are required by law to pay you the registered Retirement Income Fund minimum amount for the calendar year, less any tax applicable, at the time of transfer. The registered Retirement Income Fund minimum is calculated according to the *Income Tax Act (Canada)* after any applicable withdrawal fees.
6. We will only make payments to you as allowed under applicable legislation, including the *Income Tax Act (Canada)*. The total of all payments and withdrawals from a Locked-in Contract must not exceed the maximum permitted under applicable legislation.
7. Neither the Contract nor any payments under the Contract may be assigned in whole or in part.
8. If you die before the Contract Maturity Date and there is no successor Annuitant the Contract terminates and the Contract Value is payable to your Beneficiaries. If your Spouse is the sole Beneficiary, your Spouse may either receive the Contract Value as of the date of death, less any applicable withholding tax, in a single lump sum or choose to continue the contract as successor Annuitant. If your Spouse is not the sole Beneficiary, the Contract Value at the date of death, less any applicable withholding tax, will be paid to your Beneficiaries or to your estate in a lump sum if no designation was made. If your Contract is a Locked-in Contract, we will pay the death benefit according to applicable legislation. We require proof of death and other information as required by our Administrative Rules.

9. No benefit or loan that is conditional in any way on the existence of this Contract will be extended to the Annuitant or to a person with whom the Annuitant was not dealing at arm's length other than as specified under the *Income Tax Act* (Canada).
  10. We reserve the right to resign as the carrier of the Retirement Income Fund and appoint a successor carrier.
  11. These provisions of the Retirement Income Fund will take precedence over any provisions contained elsewhere in this Contract, in case of conflict or inconsistency. Future amendments to the *Income Tax Act* (Canada) or applicable legislation may override these provisions. Any amendment to the Contract must comply with the requirements of the *Income Tax Act* (Canada).
5. At any time, you may request a withdrawal under the Contract. You may elect to withdraw all or part of the Contract Value, after any fees specified in the Contract are paid. The withdrawal may be paid to you in cash or transferred to another Tax-Free Savings Account of yours.
  6. The Tax-Free Savings Account must be maintained for your exclusive benefit only during your lifetime.
  7. During your lifetime, no other person has any rights under the Contract relating to the amount and timing of the withdrawals or payments from the Contract or the investing of Funds.
  8. If you die before the Contract Maturity Date, and your Spouse is the sole Beneficiary, your Spouse may either receive the Contract Value in a lump sum or choose to continue the Contract as successor Annuitant. If your Spouse is not the sole Beneficiary, the Contract ceases to be a Tax-Free Savings Account upon your death. The Contract Value will be paid to your Beneficiaries or to your estate if no designation was made. We require proof of death and other information as determined by our Administrative Rules.

### Tax-Free Savings Account Provisions

If you have requested we make an election to register the Contract as a "tax-free savings account" under the *Income Tax Act* (Canada) and, if applicable, the *Taxation Act* (Québec), this Contract is required to follow these provisions.

1. In these provisions, "you", "your", "owner" and "holder" refer to the person who is the Annuitant and the Owner under the Contract. The Annuitant is the "holder" as defined under the *Income Tax Act* (Canada). No other person can be designated as the holder. "Contract" is given the same meaning as "qualifying arrangement" under the *Income Tax Act* (Canada).
  2. We will file an election to register your Contract as a "tax-free savings account" under the *Income Tax Act* (Canada), and if applicable, the *Taxation Act* (Québec).
  3. You must be a resident of Canada and at least 18 years of age to apply for a Tax-Free Savings Account. If you subsequently become a non-resident of Canada, there are restrictions and penalties, as set out in the *Income Tax Act* (Canada), which may apply. You will notify us if you become a non-resident of Canada.
  4. All deposits to the Tax-Free Savings Account must be made by you. Contributions by any other party are prohibited.
9. You may withdraw any amount necessary to reduce the amount of tax payable, conforming to section 207.02 or 207.03 of the *Income Tax Act* (Canada).
  10. You are liable for any tax consequences, penalties or other fees arising in connection with a non-qualifying or non-compliant arrangement. You should consult your personal tax advisor about your individual circumstances.
  11. On the Contract Maturity Date, the Contract will provide a term certain annuity where payments are guaranteed for a 10 year period. The annuity is subject to our Administrative Rules and applicable legislation. At any time prior to the Contract Maturity Date, you may submit a request for a different type of annuity allowed under the *Income Tax Act* (Canada).
  12. For Contracts issued in Québec, the minimum annual Annuity Payment will be \$1,000 per \$10,000 of Contract Value.

13. These provisions of the Tax-Free Savings Account will take precedence over any provisions contained elsewhere in this Contract, in case of conflict or inconsistency. Future amendments to the *Income Tax Act* (Canada) or applicable legislation may override these provisions.
14. We reserve the right to resign as the issuer of the Tax-Free Savings Account and appoint a successor issuer.
15. This Contract complies with prescribed conditions under the *Income Tax Act* (Canada) and if applicable, the *Taxation Act* (Québec).

### First Home Savings Account Provisions

If you have requested we make an election to register the Contract as a “First Home Savings Account” under the *Income Tax Act* (Canada) and, if applicable, the *Taxation Act* (Québec), this Contract is required to follow these provisions.

1. In these provisions, “you”, “your”, “owner” and “holder” refer to the person who is the Annuitant and the Owner under the Contract. The Annuitant is the “holder” as defined under the *Income Tax Act* (Canada). No other person can be designated as the holder. “Contract” is given the same meaning as “qualifying arrangement” under the *Income Tax Act* (Canada)
2. We will file an election to register your Contract as a “First Home Savings Account” under the *Income Tax Act* (Canada) and if applicable the *Taxation Act* (Québec).
3. You must be a resident of Canada and at least 18 years of age to apply for a First Home Savings Account. In addition, you must be a first-time home buyer, meaning that you have not owned a home in which you lived at any time during the part of the calendar year before the account is opened or at any time in the preceding four calendar years. If you subsequently become a non-resident of Canada, there are restrictions, as set out in the *Income Tax Act* (Canada), which may apply. You will notify us if you become a non-resident of Canada.
4. All deposits to the First Home Savings Account must be made by you. Contributions by any other party are prohibited.
5. At any time, you may request a withdrawal under the Contract. You may elect to withdraw all or part of the Contract Value, after any fees specified in the Contract are paid. Your withdrawal may be made to purchase a qualifying home. Alternately, the withdrawal may be paid to you in cash (less withholding tax) or transferred to another First Home Savings Account, Retirement Savings Plan, or Retirement Income Fund in your name (or in your spouse or common law partner’s name in the event of marriage breakdown).
6. The First Home Savings Account must be maintained for your exclusive benefit only during your lifetime.
7. During your lifetime, no other person has any rights under the Contract relating to the amount and timing of the withdrawals or payments from the Contract and the investing of Funds.
8. Your First Home Savings Account maximum participation period ends as of December 31st of the year in which the earliest of the following events occurs:
  - i) the 15th anniversary of the date you first opened your First Home Savings Account
  - ii) when you turn 71 years old
  - iii) the year following your first qualifying withdrawal under the First Home Savings Account program
9. If you die before the Contract Maturity Date, and your Spouse is the sole Beneficiary, your Spouse may either receive the Contract Value, less any applicable withholding tax, in a lump sum or choose to transfer the proceeds on a tax-deferred basis to their own First Home Savings Account, Retirement Savings Plan or Retirement Income Fund. If your Spouse is not the sole Beneficiary, the Contract ceases to be a First Home Savings Account upon your death. The Contract Value, less any applicable withholding tax, will be paid to your Beneficiaries or to your estate if no designation was made. We require proof of death and other information as determined by our Administrative Rules.
10. If you have made overcontributions subject to a penalty you may withdraw or transfer any amount necessary to reduce the penalty.

11. You are liable for any tax consequences, penalties or other fees arising in connection with a non-qualifying or non-compliant arrangement. You should consult your personal tax advisor about your individual circumstances.
12. On the Contract Maturity Date, the Contract will provide a term certain annuity where payments are guaranteed for a 10 year period. The annuity is subject to our Administrative Rules and applicable legislation. At any time prior to the Contract Maturity Date, you may submit a request for a different type of annuity allowed under the Income Tax Act (Canada). request for a different type of annuity allowed under the *Income Tax Act* (Canada).
13. For Contracts issued in Québec, the minimum annual Annuity Payment will be \$1,000 per \$10,000 of Contract Value.
14. These provisions of the First Home Savings Account will take precedence over any provisions contained elsewhere in this Contract, in case of conflict or inconsistency. Future amendments to the Income Tax Act (Canada) may override these provisions.
15. We reserve the right to resign as the issuer of the First Home Savings Account and appoint a successor issuer.
16. This Contract complies with prescribed conditions under the Income Tax Act (Canada) and if applicable, the Taxation Act (Québec).

Note: For definitions that are related to FHSA, refer to “Section 1 - Definitions”.

# Part 2 – Information folder



This Information Folder complements your Contract and provides additional information to help you understand your Contract. The Information Folder should be read in conjunction with your Contract and the *Equitable Life Pivotal Select Fund Facts*, which presents specific information on the Funds.

## 1. GENERAL INFORMATION

### 1.1 Estate Planning

This is a general summary of estate planning considerations for Owners who are Canadian residents. You should consult your advisor to assess how to apply this general information to your personal situation. In addition, this information is current at the time this document was printed, but the legislation can change at any time.

Under current applicable legislation, if you have a Beneficiary (other than your estate) and you are the sole Annuitant, then upon your death the proceeds payable under the Contract to the Beneficiary, if living, would not form part of your estate for probate purposes. Probate fees, therefore, should not apply to any such proceeds.

### 1.2 Custodian

Equitable Life has appointed Royal Trust as the custodian of the cash and, if applicable, securities registered in nominee name, that make up the investment portfolio of each of the Funds. The custodian's principal place of business is:

Royal Trust, Royal Trust Tower  
77 King Street West  
Toronto, Ontario  
M5W 1P9

### 1.3 Auditor

KPMG LLP  
115 King Street South  
2nd Floor  
Waterloo, Ontario  
N2J 5A3  
is the auditor of the Funds.

### 1.4 Interest of Management in Material Transactions

We have a material interest with each of the portfolio managers whereby our Funds may invest in units of their funds. For details of the managers and underlying funds, see the Fund Facts.

No director, senior officer, or associate or affiliate of a director or senior officer of Equitable Life had or has any material interest in any transactions since the introduction of the Funds or in any proposed transaction which has materially affected or will materially affect the Company with respect to the Funds.

## 2. ILLUSTRATIONS OF GUARANTEES

We've included the following illustrations of guarantees to show how the benefits are calculated in a variety of circumstances. These are samples only, and do not create any contractual right on you or any obligation on us. If there is an inconsistency between the Contract and the Information Folder, the terms of the Contract prevail.

**Actual investment returns and values will vary depending on such factors as the Funds selected and their performance.**

### Value of Your Contract

Your Contract Value on any Valuation Date is determined according to the following calculation:

Your Contract Value = sum of [(Unit Value x number of Units) for each Fund to which Units have been allocated to your Contract]

### Proportional Reduction

The following example explains how proportional reductions are calculated. Though the example focuses specifically on the Maturity Guarantee Base, this method applies for both the Maturity Guarantee Base and the Death Benefit Base.

**Example:** The Annuitant has made a partial withdrawal prior to the Deposit Maturity Date. No prior withdrawals or resets have been made. The Maturity Guarantee Base is reduced by the percentage of the partial withdrawal divided by the total premiums.

Proportional reduction =  $A \times \frac{B}{C}$  where:

**A** = Maturity Guarantee Base prior to the withdrawal.  
If no prior withdrawals or resets have been made, the Maturity Guarantee Base equals the sum of premiums.

**B** = The amount withdrawn.

**C** = The Contract Value on the Valuation Date prior to the withdrawal.

The Annuitant made deposits totaling \$100,000 into an Investment Class Policy (75/75).

The Maturity Guarantee Base is \$100,000. Later the Annuitant decides to withdraw \$15,000. The Contract Value on the Valuation Date prior to the withdrawal is \$120,000. In this case,

A = \$100,000

B = \$15,000

C = \$120,000

The proportional reduction =

$$\$100,000 \times \frac{\$15,000}{\$120,000} = \$12,500$$

### The Maturity Guarantee Base after withdrawal

= Maturity Guarantee Base less proportional reduction

= \$100,000 - \$12,500

= \$87,500

If no further withdrawals are made, on the Deposit Maturity Date, we will guarantee the greater of the Contract Value on the applicable Valuation Date and \$65,625 (75% of the \$87,500 Maturity Guarantee Base). If a subsequent withdrawal is made, the Maturity Guarantee Base is recalculated accordingly.

## 2.1 Investment Class (75/75)

### Maturity Benefit Guarantee

The following examples explain how the Maturity Benefit Guarantee is calculated for the Investment Class.

Investment Class Maturity Benefit Guarantee – Example 1

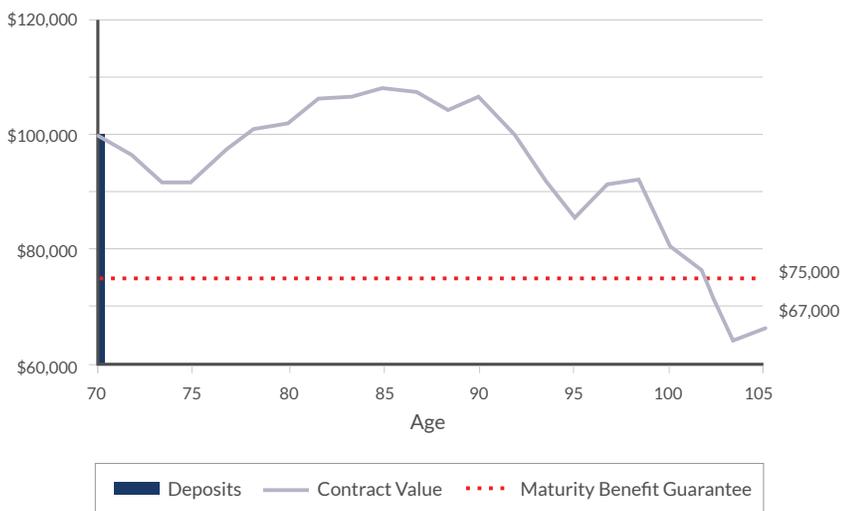


**Example 1:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals prior to the Deposit Maturity Date (age 105). The Maturity Guarantee Base is \$100,000 (the sum of all premiums) and the Contract Value on the Deposit Maturity Date is \$130,000. The Maturity Benefit Guarantee on the Deposit Maturity Date is the greater of:

- i) \$130,000 (the Contract Value on the Deposit Maturity Date); and
- ii) \$75,000 (75% of the Maturity Guarantee Base).

In this example, the Contract Value on the Deposit Maturity Date is greater than 75% of the Maturity Guarantee Base. The Maturity Benefit Guarantee is the Contract Value.

Investment Class Maturity Benefit Guarantee – Example 2



**Example 2:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals prior to the Deposit Maturity Date (age 105). The Maturity Guarantee Base is \$100,000 (the sum of all premiums) and the Contract Value on the Deposit Maturity Date is \$67,000. The Maturity Benefit Guarantee on the Deposit Maturity Date is the greater of:

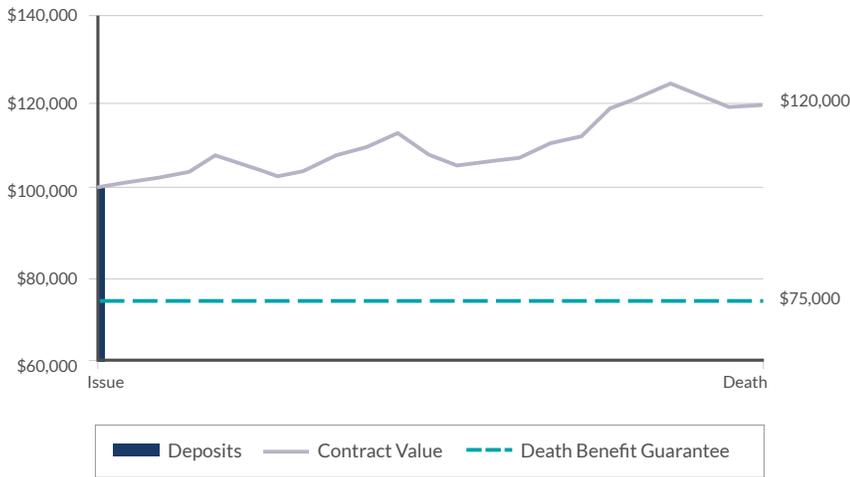
- i) \$67,000 (the Contract Value on the Deposit Maturity Date); and
- ii) \$75,000 (75% of the Maturity Guarantee Base).

In this example, 75% of the Maturity Guarantee Base is greater than the Contract Value on the Deposit Maturity Date. The Maturity Benefit Guarantee is \$75,000.

## Death Benefit Guarantee

The following examples explain how the Death Benefit Guarantee is calculated for the Investment Class.

Investment Class Death Benefit Guarantee – Example 1

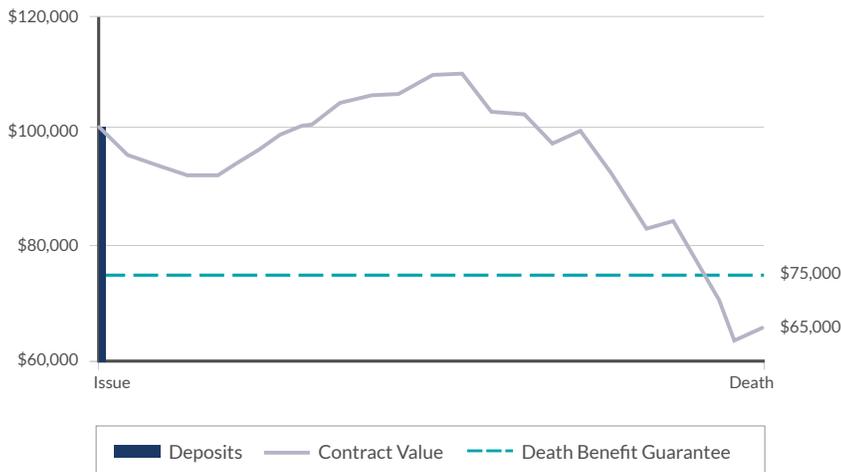


**Example 1:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals prior to the Annuitant's death. The Death Benefit Base is \$100,000 (the sum of all premiums). The Contract Value on the date we receive notification, as defined in the Contract, of the Annuitant's death is \$120,000. The Death Benefit Guarantee on the date we receive notification of the Annuitant's death is the greater of:

- i) 120,000 (the Contract Value on the date we receive notification of the Annuitant's death); and
- ii) \$75,000 (75% of the Death Benefit Base).

In this example, the Contract Value on the date we receive notification of the Annuitant's death is greater than 75% of the Death Benefit Base. The Death Benefit Guarantee is the Contract Value. We would pay the Contract Value to the Beneficiary.

Investment Class Death Benefit Guarantee – Example 2



**Example 2:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals prior to the Annuitant's death. The Death Benefit Base is \$100,000 (the sum of all premiums). The Contract Value on the date we receive notification, as defined in the Contract, of the Annuitant's death is \$65,000. The Death Benefit Guarantee on the date we receive notification of the Annuitant's death is the greater of:

- i) \$65,000 (the Contract Value on the date we receive notification of the Annuitant's death); and
- ii) \$75,000 (75% of the Death Benefit Base).

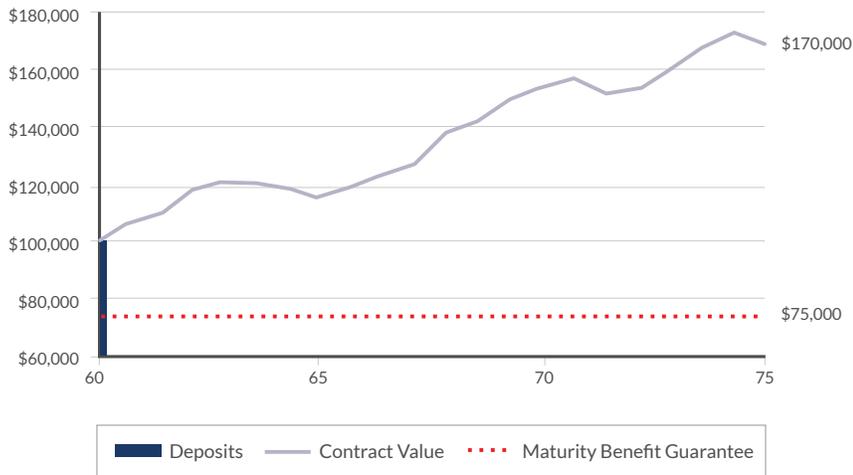
In this example, 75% of the Death Benefit Base is greater than the Contract Value on the date we receive notification of the Annuitant's death. The Death Benefit Guarantee is \$75,000, and that is the amount that we would be pay to the Beneficiary.

## 2.2 Estate Class (75/100)

### Maturity Benefit Guarantee

The following examples explain how the Maturity Benefit Guarantee is calculated for the Estate Class.

Estate Class Maturity Benefit Guarantee – Example 1



**Example 1:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals or resets prior to the Deposit Maturity Date (15 years after the date of initial deposit). The Maturity Guarantee Base is \$100,000 (the sum of all premiums) and the Contract Value on the Deposit Maturity Date is \$170,000. The Maturity Benefit Guarantee on the Deposit Maturity Date is the greater of:

- i) \$170,000 (the Contract Value on the Deposit Maturity Date); and
- ii) \$75,000 (75% of the Maturity Guarantee Base).

In this example, the Contract Value on the Deposit Maturity Date is greater than 75% of the Maturity Guarantee Base. The Maturity Benefit Guarantee is the Contract Value.

After the Deposit Maturity Date, the Maturity Guarantee Base is reset to the Contract Value (\$170,000) because the Contract Value exceeds the current Maturity Guarantee Base. The new Maturity Benefit Guarantee is \$127,500 (75% of the Maturity Guarantee Base).

Estate Class Maturity Benefit Guarantee – Example 2



**Example 2:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals or resets prior to the Deposit Maturity Date (15 years after the date of initial deposit). The Maturity Guarantee Base is \$100,000 (the sum of all premiums) and the Contract Value on the Deposit Maturity Date is \$64,500. The Maturity Benefit Guarantee on the Deposit Maturity Date is the greater of:

- i) \$64,500 (the Contract Value on the Deposit Maturity Date); and
- ii) \$75,000 (75% of the Maturity Guarantee Base).

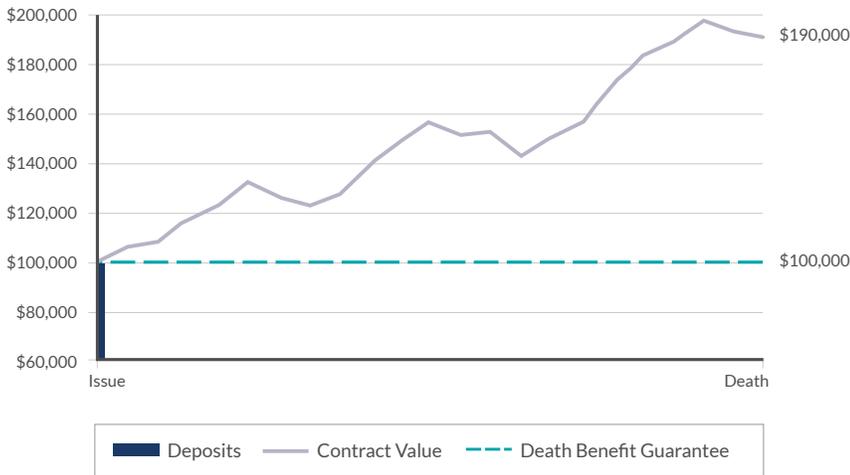
In this example, 75% of the Maturity Guarantee Base is greater than the Contract Value on the Deposit Maturity Date. The Maturity Benefit Guarantee is \$75,000.

After the Deposit Maturity Date, the Contract Value is increased to \$75,000 and the Maturity Guarantee Base is set to the Contract Value (\$75,000). The new Maturity Benefit Guarantee is \$56,250 (75% of the Maturity Guarantee Base) and the Death Benefit Guarantee remains \$100,000 (100% of the Death Benefit Base).

## Death Benefit Guarantee

The following examples explain how the Death Benefit Guarantee is calculated for the Estate Class.

Estate Class Death Benefit Guarantee – Example 1

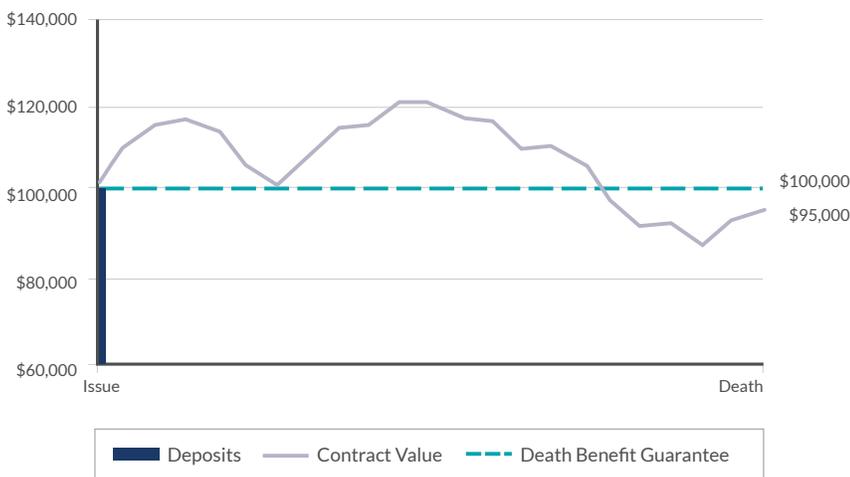


**Example 1:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals or resets prior to the Annuitant's death. The Death Benefit Base is \$100,000 (the sum of all premiums). The Contract Value on the date we receive notification, as defined in the Contract, of the Annuitant's death is \$190,000. The Death Benefit Guarantee on the date we receive notification of the Annuitant's death is the greater of:

- i) \$190,000 (the Contract Value on the date we receive notification of the Annuitant's death); and
- ii) \$100,000 (100% of the Death Benefit Base).

In this example, the Contract Value on the date we receive notification of the Annuitant's death is greater than 100% of the Death Benefit Base. The Death Benefit Guarantee is the Contract Value. We would pay the Contract Value to the Beneficiary.

Estate Class Death Benefit Guarantee – Example 2



**Example 2:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals or resets prior to the Annuitant's death. The Death Benefit Base is \$100,000 (the sum of all premiums). The Contract Value on the date we receive notification, as defined in the Contract, of the Annuitant's death is \$95,000. The Death Benefit Guarantee on the date we receive notification of the Annuitant's death is the greater of:

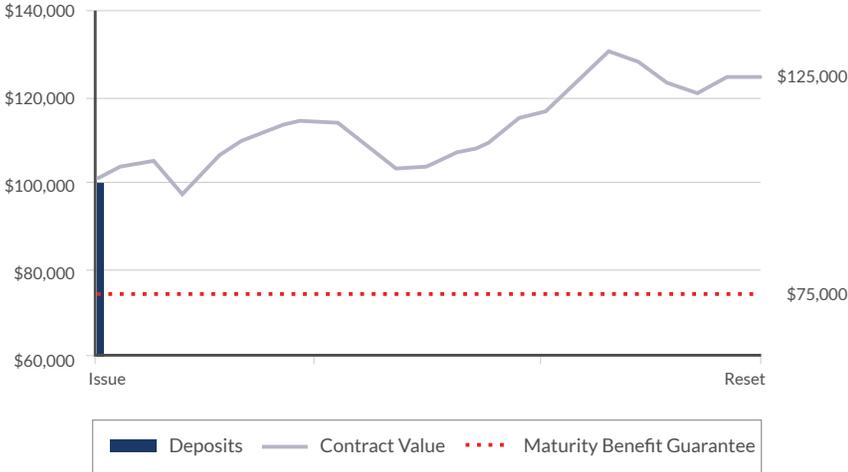
- i) \$95,000 (the Contract Value on the date we receive notification of the Annuitant's death); and
- ii) \$100,000 (100% of the Death Benefit Base).

In this example, 100% of the Death Benefit Base is greater than the Contract Value on the date we receive notification of the Annuitant's death. The Death Benefit Guarantee is \$100,000. We would pay this amount to the Beneficiary.

## Maturity Benefit Guarantee Resets

The following tables illustrate how Estate Class Maturity Benefit Guarantee resets are administered and the impact on the Maturity Guarantee Base.

Estate Class Maturity Benefit Reset Example – Before

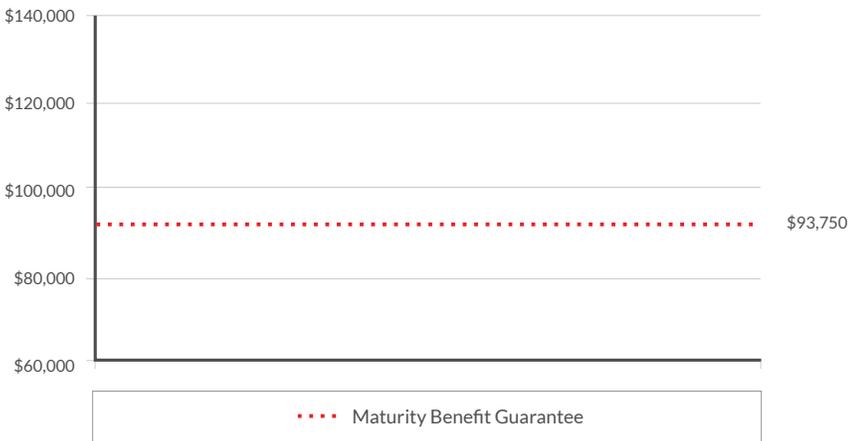


**Example:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals or previous resets. The Contract Value has increased to \$125,000 on the Valuation Date the reset is processed. The following table illustrates the Maturity Guarantee Base before the reset is processed.

Sum of Premiums	Contract Value	Maturity Guarantee Base	Maturity Benefit Guarantee
\$100,000	\$125,000	\$100,000	\$75,000

When the reset is requested, the Maturity Guarantee Base will be compared to the Contract Value as of the Valuation Date the reset is processed. If the Contract Value exceeds the Maturity Guarantee Base, the Maturity Guarantee Base will be reset to the Contract Value. If the Maturity Guarantee Base does not exceed the Contract Value, it will remain at its current value.

Estate Class Maturity Benefit Reset Example – After



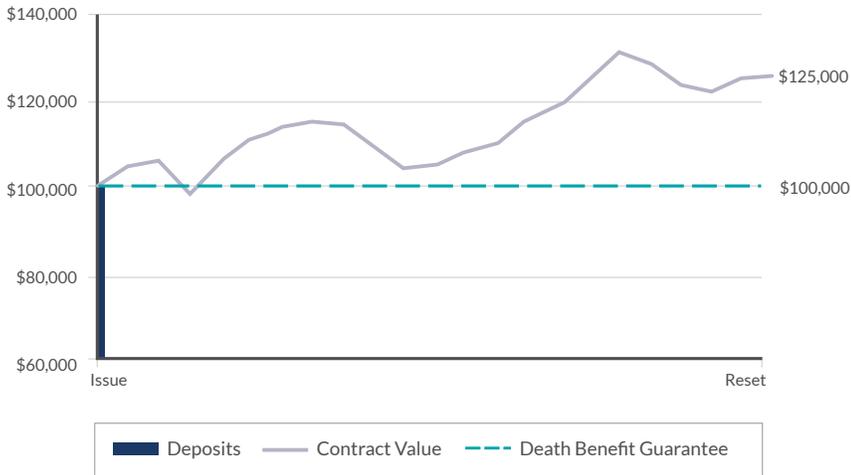
Sum of Premiums Since Reset	Contract Value	Maturity Guarantee Base	Maturity Benefit Guarantee
\$0	\$125,000	\$125,000	\$93,750

A reset of the Maturity Benefit Guarantee also has the effect of setting a new Deposit Maturity Date 15 years from the date of the reset.

## Death Benefit Guarantee Resets

The following tables illustrate how Estate Class Death Benefit Guarantee resets are administered and the impact on the Death Benefit Base.

Estate Class Death Benefit Reset Example – Before

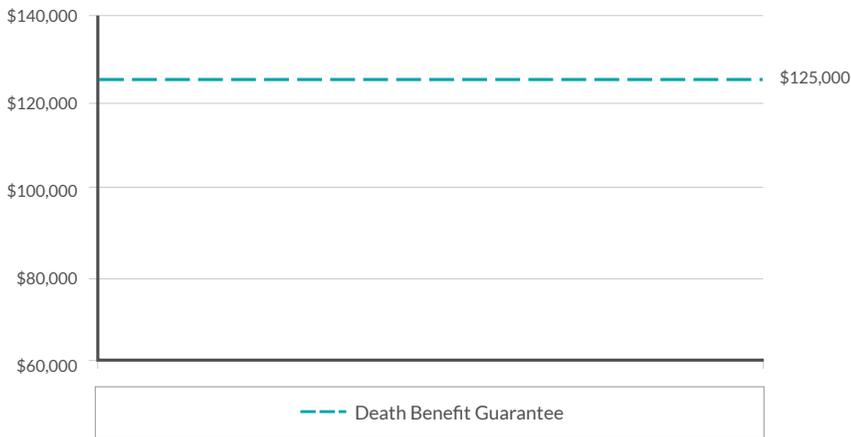


**Example:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals or previous resets. The Contract Value has increased to \$125,000 on the Valuation Date the reset is processed. The following table illustrates the Death Benefit Base before the reset is processed.

Sum of Premiums	Contract Value	Death Benefit Base	Death Benefit Guarantee
\$100,000	\$125,000	\$100,000	\$100,000

When the reset is requested, the Death Benefit Base will be compared to the Contract Value as of the Valuation Date the reset is processed. If the Contract Value exceeds the Death Benefit Base, the Death Benefit Base will be reset to the Contract Value. If the Death Benefit Base does not exceed the Contract Value, it will remain at its current value.

Estate Class Death Benefit Reset Example – After



Sum of Premiums Since Reset	Contract Value	Death Benefit Base	Death Benefit Guarantee
\$0	\$125,000	\$125,000	\$125,000

A reset of the Death Benefit Guarantee has no effect on the Deposit Maturity Date.

## Estate Class Sample

The following table presents a comprehensive sample of Estate Class transactions.

Date	Opening Contract Value	Transaction Details	Amount	Closing Contract Value	Maturity Guarantee Base	Maturity Benefit Guarantee	Death Benefit Base	Death Benefit Guarantee	Deposit Maturity Date
July 7 2023	-	Contract Issue	\$100,000	\$100,000	\$100,000	\$75,000	\$100,000	\$100,000	July 7 2038
Aug 10 2028	\$135,000	Withdrawal	\$13,500	\$121,500	\$90,000	\$67,500	\$90,000	\$90,000	July 7 2038
Nov 20 2031	\$140,000	Deposit	\$20,000	\$160,000	\$110,000	\$82,500	\$110,000	\$110,000	July 7 2038
Nov 20 2031	\$160,000	Reset	-	\$160,000	\$160,000	\$120,000	\$160,000	\$160,000	Nov 20 2046
Nov 20 2046	\$112,000	Deposit Maturity	-	\$120,000	\$120,000	\$90,000	\$160,000	\$160,000	Nov 20 2061
Jan 6 2051	\$180,000	Reset	-	\$180,000	\$120,000	\$90,000	\$180,000	\$180,000	Nov 20 2061
Apr 4 2058	\$240,000	Death	-	-	-	-	\$180,000	\$180,000	-

**July 7th 2023:** The Annuitant deposits \$100,000 to the Estate Class. The Contract Value, Maturity Guarantee Base and Death Benefit Base are all \$100,000. The Maturity Benefit Guarantee is \$75,000 and the Death Benefit Guarantee is \$100,000. The Deposit Maturity Date is set 15 years later to July 7th 2038.

**August 10th 2028:** The Contract Value has increased to \$135,000. A withdrawal of \$13,500 is made. The Contract Value is decreased by the amount of the withdrawal. The proportional reduction to the Maturity Guarantee Base and Death Benefit Base is \$10,000 resulting in values of \$90,000. The Maturity Benefit Guarantee is \$67,500 and the Death Benefit Guarantee is \$90,000.

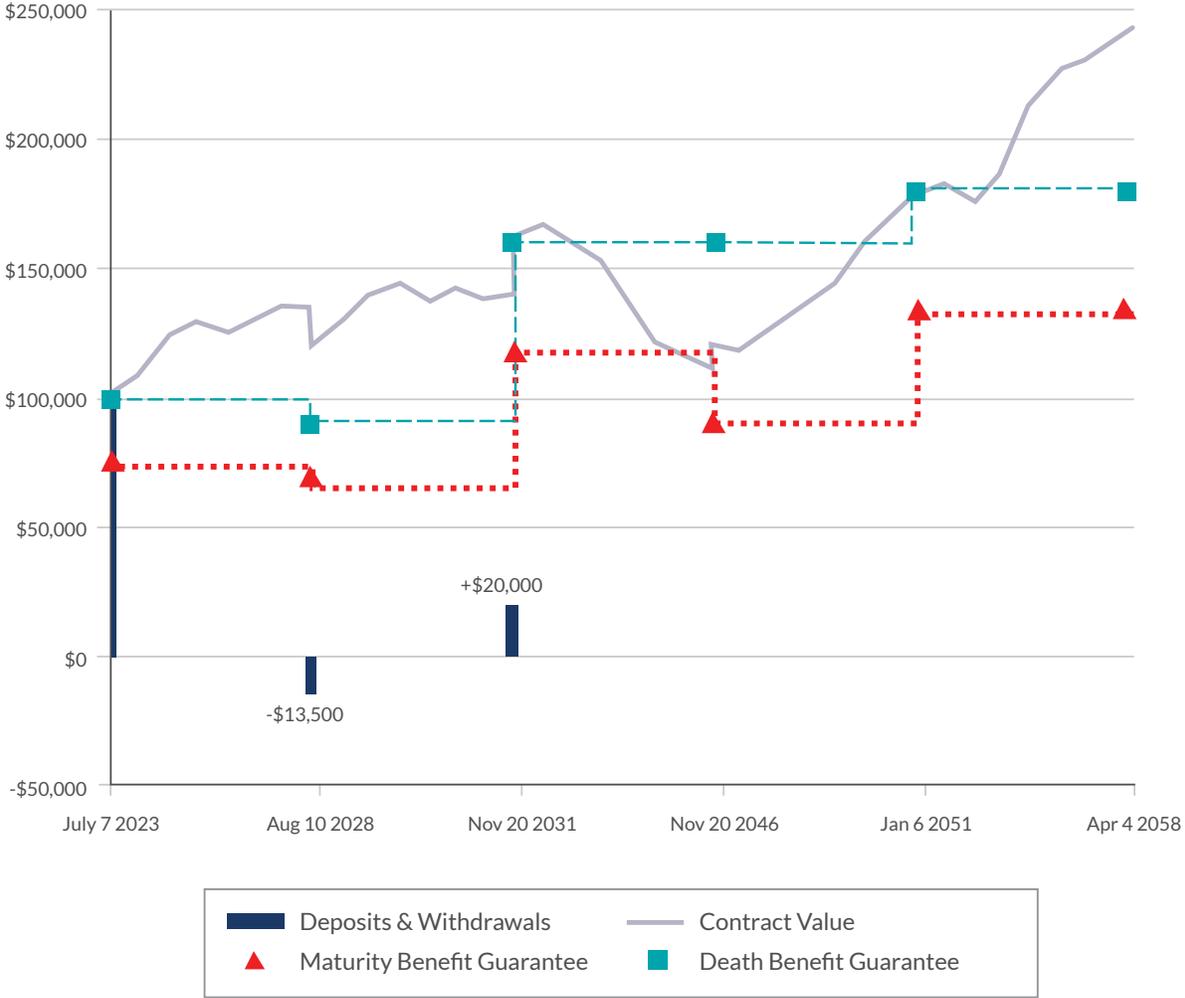
**November 20th 2031:** The Contract Value has increased to \$140,000. An additional premium of \$20,000 is deposited to the Contract and directly increases the Contract Value. The Maturity Guarantee Base and Death Benefit Base are both increased by \$20,000 to \$110,000. A reset of both the Maturity Guarantee Base and Death Benefit Base is requested; both the Maturity Guarantee Base and Death Benefit Base are set to the Contract Value of \$160,000. As part of the Maturity Guarantee Base reset, a new Deposit Maturity Date is set 15 years from the date of the reset, November 20th 2046.

**November 20th 2046:** The Contract Value has decreased to \$112,000. On the Deposit Maturity Date, the Maturity Benefit Guarantee is calculated as 75% of the Maturity Guarantee Base at \$120,000 and the Contract Value is increased by us. The Maturity Guarantee Base is set to the Contract Value of \$120,000. The Death Benefit Base remains unchanged because the Contract Value does not exceed the Death Benefit Base. A new Deposit Maturity Date is set to 15 years from this date, November 20th 2061.

**January 6th 2051:** The Contract Value has increased to \$180,000. A reset of the Death Benefit Base is requested and the Death Benefit Base is set to the Contract Value. The Deposit Maturity Date is unaffected, and remains November 20th 2061.

**April 4th 2058:** The Beneficiary notifies us of the Annuitant's death. The Contract Value has increased to \$240,000. The Death Benefit Guarantee is calculated as the Contract Value at \$240,000. We pay the Contract Value to the Beneficiary, and the Contract is closed.

# Estate Class Sample

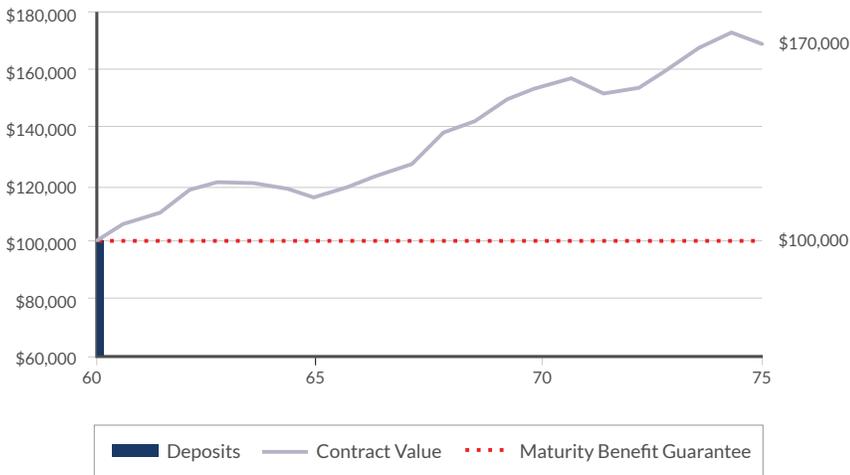


## 2.3 Protection Class (100/100)

### Maturity Benefit Guarantee

The following examples explain how the Maturity Benefit Guarantee is calculated for the Protection Class.

Protection Class Maturity Benefit Guarantee – Example 1



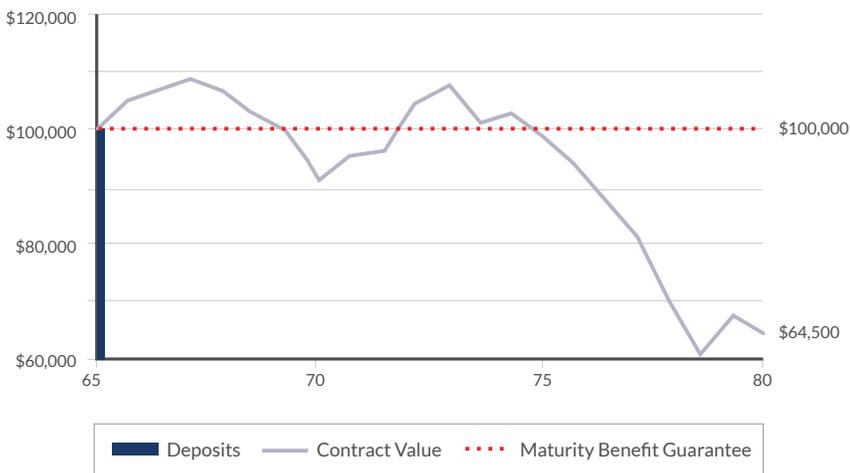
**Example 1:** The Annuitant made an initial deposit of \$100,000. The Annuitant did not make any withdrawals or resets prior to the Deposit Maturity Date (15 years after the date of initial deposit). The Maturity Guarantee Base is \$100,000 (the sum of all premiums) and the Contract Value on the Deposit Maturity Date is \$170,000. The Maturity Benefit Guarantee on the Deposit Maturity Date is the greater of:

- i) \$170,000 (the Contract Value on the Deposit Maturity Date); and
- ii) \$100,000 (100% of the Maturity Guarantee Base).

In this example, the Contract Value on the Deposit Maturity Date is greater than 100% of the Maturity Guarantee Base. The Maturity Benefit Guarantee is the Contract Value.

After the Deposit Maturity Date, the Maturity Guarantee Base is reset to the Contract Value (\$170,000) because the Contract Value exceeds the current Maturity Guarantee Base. The new Maturity Benefit Guarantee is \$170,000 (100% of the Maturity Guarantee Base).

Protection Class Maturity Benefit Guarantee – Example 2



**Example 2:** The Annuitant made an initial deposit of \$100,000. The Annuitant did not make any withdrawals or resets prior to the Deposit Maturity Date (15 years after the date of initial deposit). The Maturity Guarantee Base is \$100,000 (the sum of all premiums) and the Contract Value on the Deposit Maturity Date is \$64,500. The Maturity Benefit Guarantee on the Deposit Maturity Date is the greater of:

- i) \$64,500 (the Contract Value on the Deposit Maturity Date); and
- ii) \$100,000 (100% of the Maturity Guarantee Base).

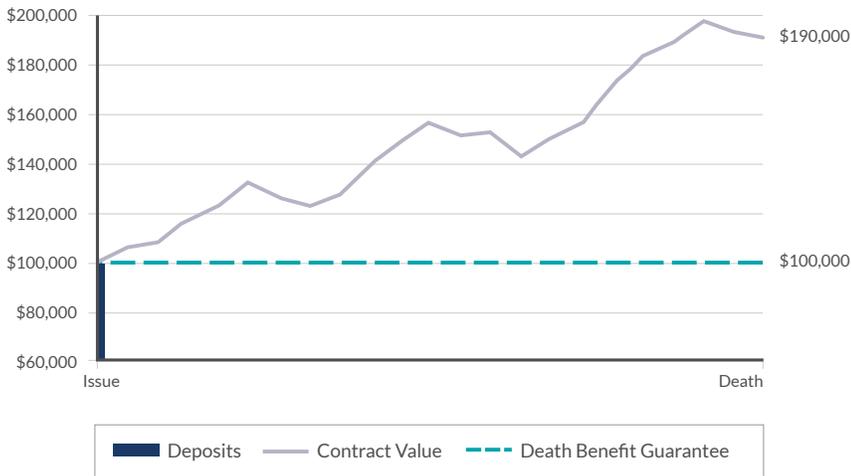
In this example, 100% of the Maturity Guarantee Base is greater than the Contract Value on the Deposit Maturity Date. The Maturity Benefit Guarantee is \$100,000.

After the Deposit Maturity Date, the Contract Value is increased to \$100,000 and the Maturity Guarantee Base remains at \$100,000. The new Maturity Benefit Guarantee is \$100,000 (100% of the Maturity Guarantee Base) and the Death Benefit Guarantee remains \$100,000 (100% of the Death Benefit Base).

## Death Benefit Guarantee

The following examples explain how the Death Benefit Guarantee is calculated for the Protection Class.

Protection Class Death Benefit Guarantee – Example 1

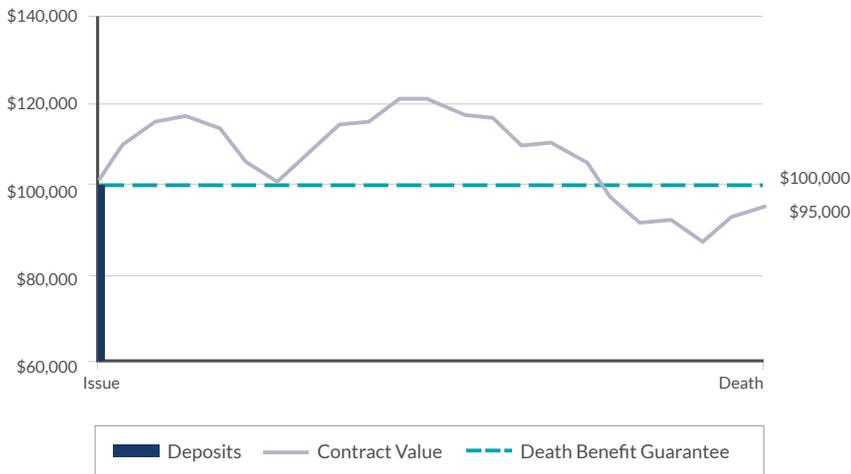


**Example 1:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals or resets prior to the Annuitant's death. The Death Benefit Base is \$100,000 (the sum of all premiums). The Contract Value on the date we receive notification, as defined in the Contract, of the Annuitant's death is \$190,000. The Death Benefit Guarantee on the date we receive notification of the Annuitant's death is the greater of:

- i) \$190,000 (the Contract Value on the date we receive notification of the Annuitant's death); and
- ii) \$100,000 (100% of the Death Benefit Base).

In this example, the Contract Value on the date we receive notification of the Annuitant's death is greater than 100% of the Death Benefit Base. The Death Benefit Guarantee is the Contract Value. We would pay the Contract Value to the Beneficiary.

Protection Class Death Benefit Guarantee – Example 2



**Example 2:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals or resets prior to the Annuitant's death. The Death Benefit Base is \$100,000 (the sum of all premiums). The Contract Value on the date we receive notification, as defined in the Contract, of the Annuitant's death is \$95,000. The Death Benefit Guarantee on the date we receive notification of the Annuitant's death is the greater of:

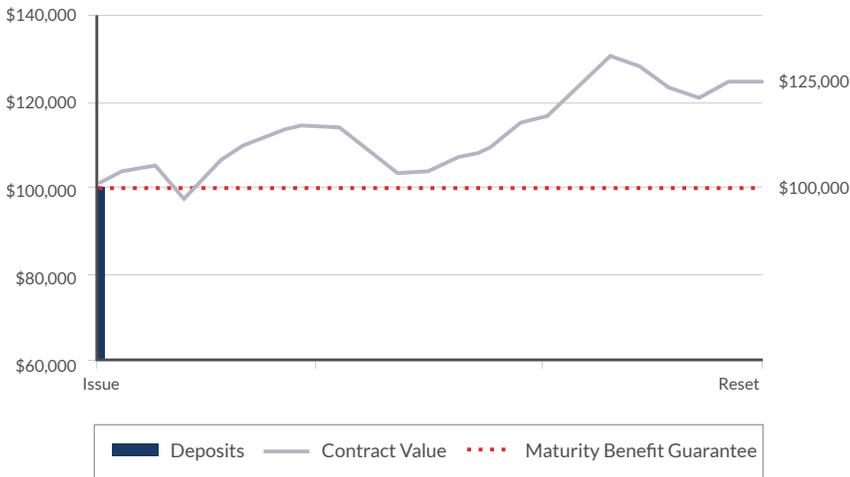
- i) \$95,000 (the Contract Value on the date we receive notification of the Annuitant's death); and
- ii) \$100,000 (100% of the Death Benefit Base).

In this example, 100% of the Death Benefit Base is greater than the Contract Value on the date we receive notification of the Annuitant's death. The Death Benefit Guarantee is \$100,000. We would pay this amount to the Beneficiary.

## Maturity Benefit Guarantee Resets

The following tables illustrate how Protection Class Maturity Benefit Guarantee resets are administered and the impact on the Maturity Guarantee Base.

Protection Class Maturity Benefit Reset Example – Before



**Example:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals or previous resets. The Contract Value has increased to \$125,000 on the Valuation Date the reset is processed. The following table illustrates the Maturity Guarantee Base before the reset is processed.

Sum of Premiums	Contract Value	Maturity Guarantee Base	Maturity Benefit Guarantee
\$100,000	\$125,000	\$100,000	\$100,000

When the reset is requested, the Maturity Guarantee Base will be compared to the Contract Value as of the Valuation Date the reset is processed. If the Contract Value exceeds the Maturity Guarantee Base, the Maturity Guarantee Base will be reset to the Contract Value. If the Maturity Guarantee Base does not exceed the Contract Value, it will remain at its current value.

Protection Class Maturity Benefit Reset Example – After



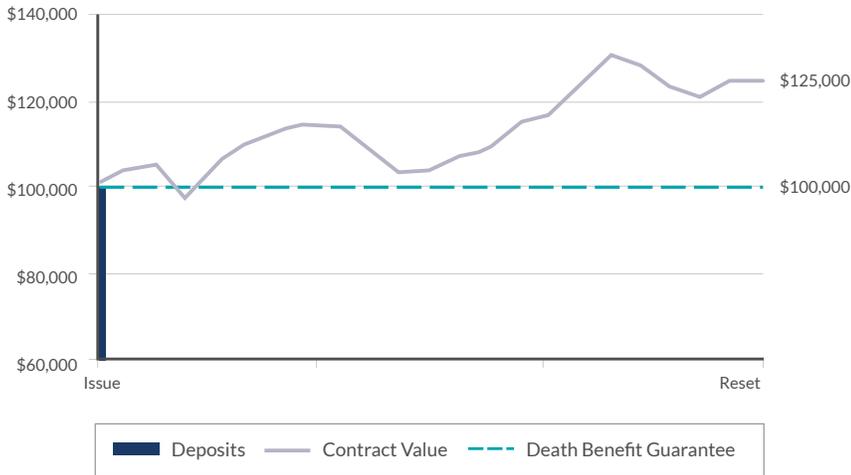
Sum of Premiums Since Reset	Contract Value	Maturity Guarantee Base	Maturity Benefit Guarantee
\$0	\$125,000	\$125,000	\$125,000

A reset of the Maturity Benefit Guarantee also has the effect of setting a new Deposit Maturity Date 15 years from the date of the reset.

## Death Benefit Guarantee Resets

The following tables illustrate how Protection Class Death Benefit Guarantee resets are administered and the impact on the Death Benefit Base.

Protection Class Death Benefit Reset Example – Before

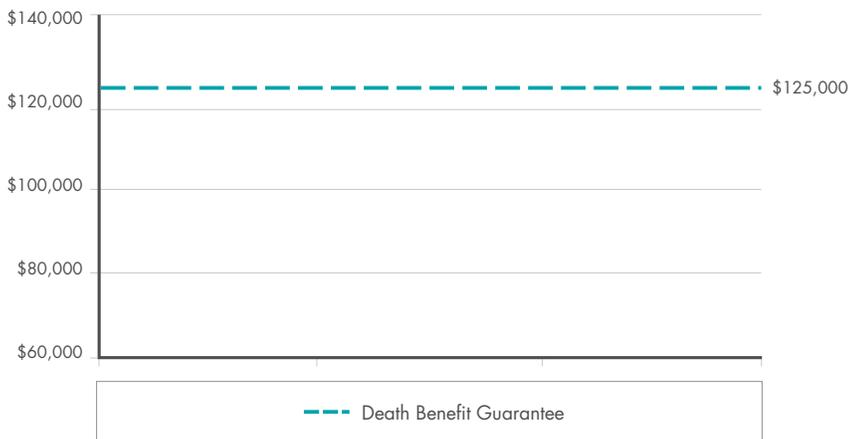


**Example:** The Annuitant made deposits totalling \$100,000. The Annuitant did not make any withdrawals or previous resets. The Contract Value has increased to \$125,000 on the Valuation Date the reset is processed. The following table illustrates the Death Benefit Base before the reset is processed.

Sum of Premiums	Contract Value	Death Benefit Base	Death Benefit Guarantee
\$100,000	\$125,000	\$100,000	\$100,000

When the reset is requested, the Death Benefit Base will be compared to the Contract Value as of the Valuation Date the reset is processed. If the Contract Value exceeds the Death Benefit Base, the Death Benefit Base will be reset to the Contract Value. If the Death Benefit Base does not exceed the Contract Value, it will remain at its current value.

Protection Class Death Benefit Reset Example – After



Sum of Premiums Since Reset	Contract Value	Death Benefit Base	Death Benefit Guarantee
\$0	\$125,000	\$125,000	\$125,000

A reset of the Death Benefit Guarantee has no effect on the Deposit Maturity Date.

## Protection Class Sample

The following table presents a comprehensive sample of Protection Class transactions.

Date	Opening Contract Value	Transaction Details	Amount	Closing Contract Value	Maturity Guarantee Base	Maturity Benefit Guarantee	Death Benefit Base	Death Benefit Guarantee	Deposit Maturity Date
July 7 2023	-	Contract Issue	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	July 7 2038
Aug 10 2028	\$135,000	Withdrawal	\$13,500	\$121,500	\$90,000	\$90,000	\$90,000	\$90,000	July 7 2038
Nov 20 2031	\$160,000	Reset	-	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	Nov 20 2046
Nov 20 2031	\$160,000	Deposit	\$20,000	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	Nov 20 2046
Nov 20 2046	\$167,500	Deposit Maturity	-	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	Nov 20 2061
Jan 6 2051	\$196,000	Reset	-	\$196,000	\$180,000	\$180,000	\$196,000	\$196,000	Nov 20 2061
Apr 4 2058	\$240,000	Death	-	-	-	-	\$196,000	\$196,000	-

**July 7th 2023:** The Annuitant deposits \$100,000 to the Protection Class. The Contract Value, Maturity Guarantee Base and Death Benefit Base are all \$100,000. The Maturity Benefit Guarantee and Death Benefit Guarantee are both \$100,000. The Deposit Maturity Date is set 15 years later to July 7th 2038.

**August 10th 2028:** The Contract Value has increased to \$135,000. A withdrawal of \$13,500 is made. The Contract Value is decreased by the amount of the withdrawal. The proportional reduction to the Maturity Guarantee Base and Death Benefit Base is \$10,000, resulting in values of \$90,000. The Maturity Benefit Guarantee and Death Benefit Guarantee are both \$90,000.

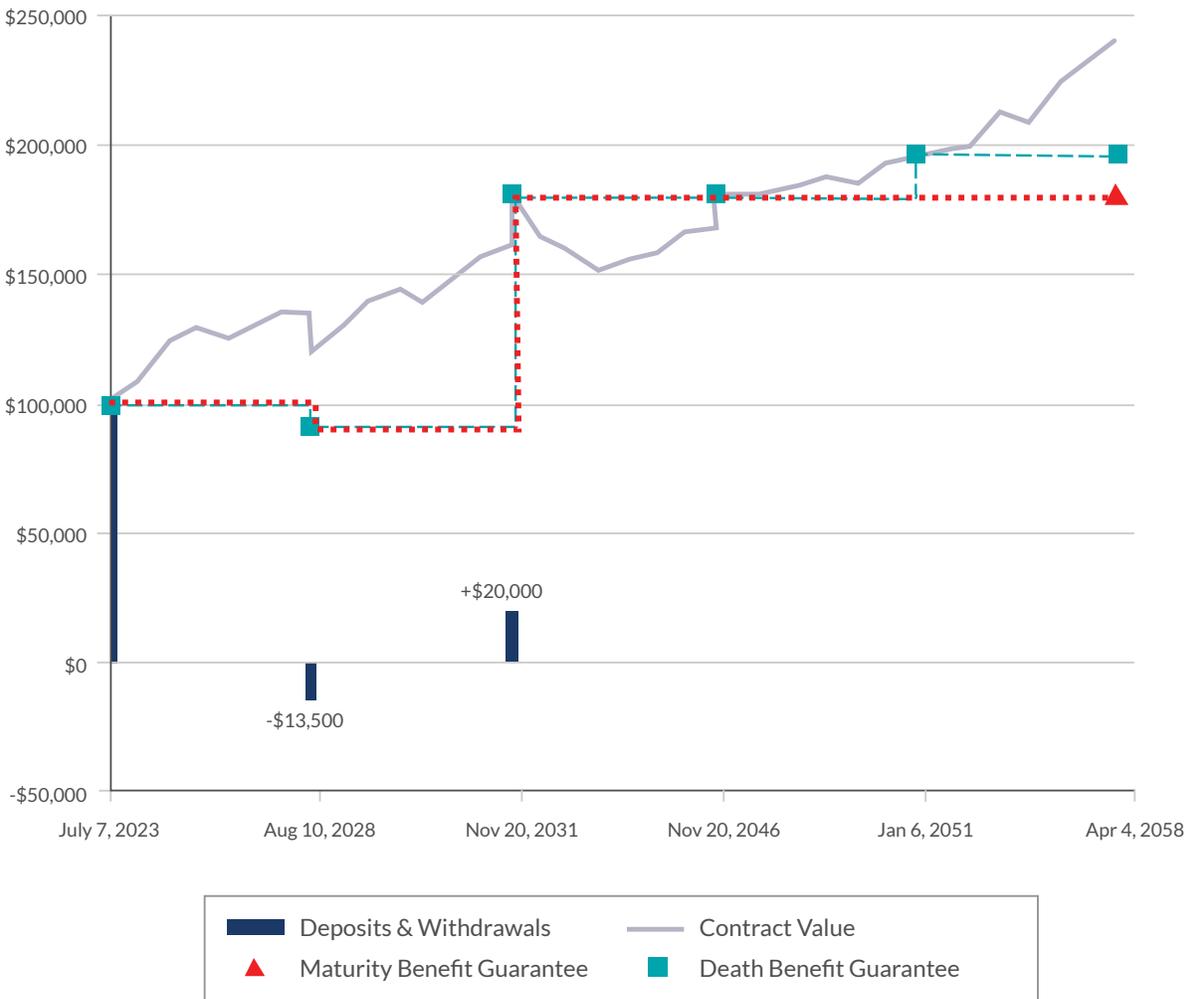
**November 20th 2031:** The Contract Value has increased to \$160,000. A reset of both the Maturity Benefit Guarantee and Death Benefit Guarantee are requested; both the Maturity Guarantee Base and Death Benefit Base are set to the Contract Value of \$160,000. As part of the reset, a new Deposit Maturity Date is set 15 years from the date of the reset, November 20th 2046. An additional premium of \$20,000 is deposited to the Contract and directly increases the Contract Value. The Maturity Guarantee Base and Death Benefit Base are both increased by \$20,000 to \$180,000.

**November 20th 2046:** The Contract Value has decreased to \$167,500. On the Deposit Maturity Date, the Maturity Benefit Guarantee is calculated as 100% of the Maturity Guarantee Base at \$180,000 and the Contract Value is increased by us. The Maturity Guarantee Base and Death Benefit Base both remain unchanged at \$180,000 because the Contract Value does not exceed either value. A new Deposit Maturity Date is set to 15 years from this date, November 20th 2061.

**January 6th 2051:** The Contract Value has increased to \$196,000. A reset of the Death Benefit Base is requested and the Death Benefit Base is set to the Contract Value. The Deposit Maturity Date is unaffected, and remains November 20th 2061.

**April 4th 2058:** The Beneficiary notifies us of the Annuitant's death. The Contract Value has increased to \$240,000. The Death Benefit Guarantee is calculated as the Contract Value at \$240,000. We pay the Contract Value to the Beneficiary, and the Contract is closed.

## Protection Class Sample



## 3. DISTRIBUTOR COMPENSATION

### 3.1 Compensation of distributor

We pay compensation to your Advisor. The amount of compensation is described in the Fund Facts under the heading “How Much Does It Cost”.

#### Sales incentives

We may provide other monetary and non-monetary sales incentives to Advisors including, among other matters, funding some or all of the costs of certain communications, seminars, conferences and educational courses. These expenses, if any, are paid by us and are not charged to the Funds.

You can choose from a variety of segregated funds. The Fund Facts, which forms part of your Information Folder, describes the key features of the Funds available.

The underlying investments of a segregated fund may be units of a mutual fund(s), stocks, pooled fund(s), exchange-traded fund(s) (ETF), bonds, short term notes or other selected investments. When you allocate a premium to a segregated fund, you do not become a unitholder, or acquire any ownership interest in the Funds or in the underlying investments or the Underlying Funds.

## 4. THE SEGREGATED FUNDS

### Investment management

We are the manager of the Funds. We establish the investment objectives and strategies for each of the Funds. We may retain various professional portfolio managers to manage the assets of the Funds. Some Funds invest instead in units of an Underlying Fund that is already managed by a portfolio manager. The portfolio manager of each Fund, or of its Underlying Fund, as the case may be, is disclosed in the Fund Facts.

We have the right to change the portfolio manager of any Fund at any time at our discretion. We have the right to change an Underlying Fund of any Fund, at any time at our discretion. See Section 11.6 – “Amendments” and Section 11.5 – “Fundamental Change”, for details regarding the notice and options that would be applicable.

### 4.1 Valuation of the Funds

#### Net Asset Value of a Fund

We currently determine the Net Asset Value per Unit of each of the Funds every Valuation Date.

The market value of a Fund asset on any given Valuation Date will be either:

- a) the closing sale price on a nationally recognized stock exchange (or internationally recognized stock exchange for international equities); or
- b) the market valuation price as reported by a nationally recognized pricing service; or
- c) the fair market value as determined by us.

Mortgages are divided into categories of similar risk and each category is valued separately at a principal amount which will produce the prevailing rate of return on new mortgage loans existing for the mortgage and for an assumed duration determined with reference to the remaining term to maturity, the period remaining to the date when the mortgage can be repaid and the relationship between the interest rate of the mortgage and the current existing market interest rates for the mortgage. In no event will the valuation be made less frequently than once per month.

### 4.2 Currently available Funds

For a list of currently available Funds, refer to the Fund Facts.

### 4.3 Investment objectives and investment strategies

Each Fund has an investment objective and investment strategy. The investment strategy may change from time to time without notice to you.

For a description of the investment objectives and investment strategies, for each available Fund, refer to the Fund Facts. For a copy of a Fund’s investment policy please contact us or your advisor. Copies of the disclosure documents and financial statements of the underlying funds are available upon request.

### 4.4 Risk factors

#### Introduction

The value of a Fund’s Units is directly related to the market value of the Fund’s investments and will increase or decrease with the market value of such securities. The market value of the securities will fluctuate with economic conditions such as the general level of interest rates, stock market trends, currency exchange rates, corporate earnings, dividends, and other factors. Therefore, the value of any Units in your Contract, which you own (other than Equitable Life Money Market Fund Select Units), may at any time be higher or lower than when you purchased the Units.

#### Types of investment risks

For a description of the investment risks applicable to the individual Funds, refer to the Fund Facts. The investment risks may change from time to time without notice to you, and there may be additional applicable risks that are not listed.

## FUND RISKS

### Commodity Risk

Commodity risk is the risk in the value of an investment due to the changes in prices of commodity goods which include among other things metals, minerals, energy, and agriculture related goods. Commodity prices can exhibit short term volatility and are influenced by several factors including such things as supply and demand, weather, government regulation, political factors, speculation, interest rates, and currency values.

### Concentration Risk

Concentration risk is the risk that holdings of a Fund in one issuer exceed 10% of the Fund's assets, which may reduce liquidity and diversification and may increase volatility of the net asset value of the Fund. Similarly, holdings of a Fund may be spread among a limited number of issuers or holdings may be concentrated in a limited number of industries or countries.

### Credit Risk

Credit risk is the risk of loss due to failure by a debtor to make timely payments of interest or principal. This risk applies to fixed-income securities and is inversely related to the security's credit rating – the higher the credit rating, the lower the credit risk.

### Derivative Risk

There are many types of derivative risk. The primary derivative risks associated with Equitable Life's Funds are imperfect correlation between changes in the market value of a derivative and changes in the market value of the investment or exposure being hedged or replicated by the derivative, and the possibility of an illiquid market.

### Environmental, Social and Governance (ESG) Investing Risk

Any Fund which uses an ESG investing approach may limit the types and number of investment opportunities available to the Fund. Accordingly, there is a risk that a Fund using an ESG investing approach could underperform other Funds that do not have an ESG focus. Investors, issuers, and industries may differ in their views on what constitutes positive or negative ESG characteristics and, therefore, the Funds invested in may not reflect the values of any particular investor. Moreover, information and data that are used to evaluate the ESG characteristics of an issuer may be incomplete, inaccurate, or unavailable. A Fund's ESG methodology may not eliminate the possibility of its exposure to issuers that exhibit negative ESG characteristics. The ESG methodology used, including ESG criteria, may change from time to time.

### Equity Risk

Equity risk exists in Funds that concentrate on equity investments and are affected by specific company developments, stock market conditions and general economic and financial conditions in those countries where the investments are listed for trading. Equity funds generally tend to be more volatile than fixed income funds, and the value of their units may vary more widely than fixed income funds.

### Foreign Market Risk

Foreign market risk is the risk of price fluctuations in foreign investments due to various factors such as international economic and market conditions, currency fluctuations, and political, social, or diplomatic developments.

### Income Trust Risk

Income trust risk is the risk associated with income trusts which generally hold debt and/or equity securities of an underlying active business or are entitled to receive a royalty on revenues generated by such business. Distributions and returns on income trusts are neither fixed nor guaranteed and market price of an income trust will fluctuate with market risk of specific underlying business or income trusts in general.

### Interest Rate Risk

Interest rate risk is the risk that the market value of a fixed-income investment will fall because of an increase in interest rates. The degree of price volatility of a fixed-income investment depends largely on its term to maturity. The longer a bond's term to maturity, the greater its price sensitivity to interest rate changes.

### Leverage Risk

A Fund is exposed to leverage when it invests in derivatives, borrows cash for investment purposes, or enters into short sales. It is an investment technique that can magnify gains and losses. Consequently, any adverse change in the value of the underlying asset, rate, or index may amplify losses and may result in losses greater than the amount invested in the asset itself. Leverage may increase volatility, may impair a Fund's liquidity, and may cause a Fund to liquidate positions at unfavourable times. There can be no assurance that the leveraging strategy employed will enhance returns.

## FUND RISKS (continued)

### Liquidity Risk

Liquidity risk is the risk that an investment may be less liquid and not easily converted to cash if it is not widely traded or if restrictions on the exchange where it is traded take place and investments can experience dramatic changes in value.

### Real Estate Risk

Real estate risk is the risk in the value of an investment due to changes in prices of commercial and residential real estate properties. Real estate prices typically change over longer cycles and are influenced by factors such as economic growth, employment, interest rates, supply and demand factors, tax, and government regulation.

### Securities Lending Repurchase and Reverse Repurchase Transaction Risk

Securities lending is an agreement whereby a Fund lends securities through an authorized agent in exchange for a fee and some form of acceptable collateral. Under a repurchase transaction, a Fund agrees to sell securities for cash while, at the same time, assumes the obligation to repurchase the same securities for cash later. A reverse repurchase transaction is an agreement whereby a Fund buys securities for cash while, at the same time, agrees to resell the same securities for cash later. The risks associated with securities lending, repurchase or reverse repurchase transactions arise when the counter-party to such transaction defaults under the investment agreement and the Fund is forced to make a claim to recover its investment.

### Short Selling Risk

Short selling risk exists where a Fund borrows securities from a lender which are then sold in the open market (sold short). Later, the same number of securities are repurchased by the Fund and returned to the lender. In the interim, the proceeds from the first sale are deposited with the lender and the Fund pays interest to the lender and/or held in the Fund as a cash equivalent investment. If the value of the securities declines between the time the Fund borrows the securities and the time it repurchases and returns them, then the Fund makes a profit on the difference, but there is no assurance the value will decline. If the value increases, then the Fund incurs a loss on the difference.

### Special Equities Risk

Special equities risk is the risk that the market value of a Fund investment will fall due to the Fund's concentration in a particular industry, sector, or region (e.g. technology stocks, the small-cap sector, or emerging markets).

### Underlying Fund Risk

Underlying fund risk is the risk associated with investing in the units of underlying funds where the segregated fund is not in control of the underlying mutual fund or pooled fund. The segregated fund will be subject to the risks of the underlying fund. Changes to the underlying fund such as mergers or closures may impact the segregated fund.

## 4.5 Funds available in each Guarantee Class

Not all of the Funds may be available in each Guarantee Class. Please see the Fund Facts under "Product Availability" to see the Guarantee Class availability for each specific Fund.

## 4.6 Tax information

### Fund

This is a summary of the Income Tax Act (Canada) and is intended to be of a general nature only. It does not consider the tax laws of any province or territory or any jurisdiction outside of Canada. The tax law can change and may result in different tax treatment than what is described. You should consult your personal tax advisor about your specific circumstances.

Each Fund is deemed a trust under the Income Tax Act (Canada). The Fund does not distribute earnings, but retains earnings in the Fund. Dividends, capital gains and losses, ordinary income and foreign source income earned by the Funds are allocated proportionately to each of the Units of the Fund. The Fund does not pay tax on such income. Each Fund allocates its income or losses to you based on the number of Units allocated to your Contract. If your Contract is non-registered, we will send you appropriate income tax slips showing your share of income, interest, capital gains or losses in respect of the Fund.

The taxation of the amount, if any, by which the Maturity Benefit Guarantee exceeds the Contract Value, is uncertain at this time. We will report this “top up” based on our understanding of the tax legislation at the time it is payable to you.

If we discontinue or substitute an Underlying Fund, we will include information about the tax implications in our notice to you. Generally, all transactions that occur within a Fund are taxable and will generate earnings or losses, including transfers and withdrawals.

### Your Contract

We've included tax information throughout this Contract and Information Folder that outlines the tax consequences of various actions (e.g. fund switches, withdrawals, deposits). Please review that section of the Contract or talk to your advisor. It's important that you understand the tax consequences prior to making any transaction.

## 4.7 Insurance Fees, Management Fees and other Fund costs

All Funds incur a management expense ratio (MER). MERs may vary at any time.

The combination of the Management Fee, Insurance Fee and operating expenses is used to determine a Fund's management expense ratio (MER). The assets of Funds are charged the Management Fees and operating expenses for both the Funds and the Underlying Funds through adjustments to the Unit Value. The Management

Fees of the Underlying Fund will not be duplicated; rather these form a portion of the Management Fee of the Fund. For clarity, there are no Management Fees or Sales Charges payable by the Fund that would duplicate a fee or sales charge payable by the Underlying Fund for the same service.

A separate set of accounting records is kept for each Fund showing all contributions, withdrawals and the number of Units outstanding. The financial statements for each of the Funds are subject to separate audits.

### Operating expenses

All operating expenses incurred directly or on behalf of the operations of a Fund are the direct responsibility of the Fund and may, at our discretion, be charged to each Fund. The operating expenses of a Fund include, but are not limited to: administrative charges attributable to the Fund, incidental administrative fees allocated by the Underlying Fund, taxes of any kind (other than income taxes), audit fees, legal fees and custodial fees. The operating expenses exclude commissions and brokerage fees on the purchase and sale of portfolio securities, which are charged directly to the Fund.

We currently absorb certain operating expenses. Please refer to the notes to the financial statements contained in the audited Segregated Funds Annual Report for details on the absorbed operating expenses. This absorption shall continue at the Company's discretion and may be terminated by the Company at any time without notice to you.

### Insurance Fees

Insurance fees are associated with the benefits guaranteed under this Contract. The Insurance Fees for Funds available under the Investment Class are wholly included in the management expense ratio. Funds available under the Estate Class and Protection Class are subject to the same Insurance Fees as Funds available under the Investment Class, in addition to a separate Insurance Fee that exists outside of the management expense ratio. If you choose to invest in Funds available under the Estate Class or Protection Class, a separate guarantee fee associated with the enhanced benefits guaranteed will be applied to the Contract. The Estate Class guarantee fee or Protection Class guarantee fee will be calculated and charged according to our Administrative Rules. Our current Administrative Rules are to calculate and charge the guarantee fee applicable to each Fund purchased under the applicable Class at each month-end.

The Insurance Fees, Management Fees and the MER for each Fund are set out in the Fund Facts.

## Insurance Fee Limit

We reserve the right to increase the total Insurance Fee up to 0.5% per calendar year without Section 11.5 – “Fundamental Change” applying. The fee increase can be applied to either the base insurance fee or the Estate Class Guarantee Fee / Protection Class Guarantee Fee, or both (if both, the total cumulative increase will not exceed 0.5% per calendar year).

The MER for any applicable fiscal year will be reported in the audited Segregated Funds Annual Report, available on or about April 15th of the year following the financial year-end.

## Preferred Pricing Program

Preferred pricing is a reduction of the Management Fee based on Contract Value, as set out in the following schedule.

### Management Fee reduction schedule

	Opening Contract Value	Annual Management fee reduction
Tier 1	Equal to or greater than \$250,000 but less than \$500,000	0.10%
Tier 2	equal to or greater than \$500,000 but less than \$750,000	0.15%
Tier 3	equal to or greater than \$750,000 but less than \$1,000,000	0.20%
Tier 4	equal to or greater than \$1,000,000 but less than \$2,000,000	0.25%
Tier 5	equal to or greater than \$2,000,000	0.30%

Each day, we determine whether the Management Fee reduction set out in the above Management Fee reduction schedule applies to your opening Contract Value. To qualify for the Management Fee reduction, your opening Contract Value on that day must be equal to or greater than the minimum Contract Value required for the Tier 1 threshold. Currently all Funds, with the exception of the Equitable Life Money Market Fund Select, are eligible for the Management Fee reduction. Funds that are not eligible are included in determining the applicable Tier, but do not receive a Management Fee reduction. All sales charge options are eligible for the Management Fee reduction.

The Management Fee reduction that will be applied to your Contract is based on the above Management Fee reduction schedule. The Annual Management Fee reduction associated with the applicable Tier will apply to the entire value of all eligible Funds held within your Contract on that day. The Management Fee reduction for each day is equal to the applicable Annual Management Fee reduction multiplied by the value of all eligible Funds held within your Contract and divided by the number of days in the year.

Unless your Contract terminated during the preceding month, the Management Fee reduction will be allocated to your Contract monthly on a date that we choose. On that date, your Contract will be credited additional units equal to the value of the total Management Fee reduction for the month. The units will be allocated to the Funds held in your Contract, in accordance with our Administrative Rules. The additional units allocated under the preferred pricing program do not affect your guarantees. On any day, you will not receive a Management Fee reduction if your Contract Value is less than the Tier 1 threshold as set out in the Management Fee reduction schedule. If your contract terminated during the preceding month, the total Management Fee reduction for each of the days during that month will be zero, regardless of whether the contract was in effect on any of those days.

**We may discontinue or change the preferred pricing program at any time in our sole discretion, without any prior notice to you.** This includes, without limitation, changes to: the Contract Value minimum amount; the Tiers; the Management Fee reduction percentages; the Funds, units or sales charge options eligible for preferred pricing; and our Administrative Rules relating to the preferred pricing program.

## 4.8 Fund changes

We may add a new Fund or Guarantee Class to your Contract according to our Administrative Rules.

If we decide to close a Fund or Guarantee Class to new deposits, replace an Underlying Fund with another, we will provide you with notice as outlined in Section 11.6 – “Amendments”.

If we decide to eliminate a Fund, Guarantee Class, or any change described in Section 11.5 – “Fundamental Change”, we will provide you with the notice described in that section.

We will always provide you with notice required under applicable legislation.

# About Equitable

At Equitable we believe in the power of working together. This guides how we work with each other. How we help our clients and partners. And how we support the communities where we live and work.

Together, with partners across Canada, we offer Individual Insurance, Group Insurance and Savings and Retirement solutions. To help our clients protect today and prepare tomorrow.

We believe the world is better when we work together to build an Equitable life for all.



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