

CANADA PROTECTION PLAN SAMPLE POLICY



Policy underwritten by Foresters Life Insurance Company

The following sample policy pages are provided for reference only. They may be incomplete and/or may not reflect recent updates. To determine exact terms and conditions for a particular client, please refer to the actual policy issued to that client.

CANADA PROTECTION PLAN

Underwritten by Foresters Life Insurance Company

Insured: JOHN DOE

Policy Number: DH12345678

Policy Owner: JOHN DOE

Policy Date: 01 NOVEMBER 2016

DEFERRED ELITE 20 YEAR TERM

DEFERRED ELITE 20 YEAR TERM is a TERM LIFE INSURANCE POLICY.

Other than for accidental death, this policy provides a MODIFIED DEATH BENEFIT DURING THE FIRST TWO POLICY YEARS.

The insurer, Foresters Life Insurance Company (referred to as “we”, “our” or “us”), will, subject to the provisions of this policy, pay the death benefit upon our receipt of proof of the insured’s death. That death must occur while this policy is in effect.

PREMIUMS due and years payable are shown in the Benefit and Premium Information Schedule in this policy.

CONVERTIBLE to a permanent insurance policy, subject to the terms of the Conversion Privilege provision.

This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable. This statement applies only if you have purchased the optional Hospital Cash Benefit Rider or the optional Child Term Rider as the benefit(s) payable, if any, under those riders will be paid to the insured. You cannot name a beneficiary for these benefits.

PLEASE READ THIS POLICY CAREFULLY.

Right to Examine Policy – If you are not satisfied with this policy, you may return it to us within 10 days of first receiving it. You can do this by mailing it to the address of Canada Protection Plan or Foresters Life Insurance Company, or by returning it to one of our authorized representatives.

If this policy is returned to us during this time period, it will be deemed to be void from the policy date. Within 10 days after we receive it, we will refund, without interest, any premiums that you have paid to us for this policy.

DEFERRED ELITE 20 YEAR TERM

BENEFIT AND PREMIUM INFORMATION SCHEDULE

Coverage and benefits are provided by this policy and optional rider(s) (if any) from the policy date, in consideration of a total premium that is payable in advance. Each beneficiary is designated in the application, unless changed as described in the Beneficiary provision.

Policy Number: DH12345678

Policy Date: 01 NOVEMBER 2016

Owner: JOHN DOE

Applicable Law: ONTARIO

Insured
JOHN DOE

Sex
M

Issue Age
35

Insurance Class
NON-SMOKER

Policy Type: DEFERRED ELITE 20 YEAR TERM

Term Period: 20 YEARS

Face Amount: \$100,000

Premium Mode: MONTHLY

Conversion Period: From 01 NOVEMBER 2018 to 31 OCTOBER 2051

	<u>Modal Premium</u>	<u>Annual Premium</u>	<u>Payment Period (Years)</u>
INITIAL TERM	\$XX.XX	\$XXX.XX	20
FIRST RENEWAL	\$XXX.XX	\$X,XXX.XX	20
FINAL RENEWAL	\$XXX.XX	\$XX,XXX.XX	5

Total Premium Schedule

Effective Date	Total Modal Premium	Total Annual Premium	Effective Date	Total Modal Premium	Total Annual Premium
NOV 01, 2016	\$XX.XX *	\$XSX.XX	NOV 01, 2039	\$XSX.XX	\$X,XSX.XX
NOV 01, 2017	\$XX.XX	\$XSX.XX	NOV 01, 2040	\$XSX.XX	\$X,XSX.XX
NOV 01, 2018	\$XX.XX	\$XSX.XX	NOV 01, 2041	\$XSX.XX	\$X,XSX.XX
NOV 01, 2019	\$XX.XX	\$XSX.XX	NOV 01, 2042	\$XSX.XX	\$X,XSX.XX
NOV 01, 2020	\$XX.XX	\$XSX.XX	NOV 01, 2043	\$XSX.XX	\$X,XSX.XX
NOV 01, 2021	\$XX.XX	\$XSX.XX	NOV 01, 2044	\$XSX.XX	\$X,XSX.XX
NOV 01, 2022	\$XX.XX	\$XSX.XX	NOV 01, 2045	\$XSX.XX	\$X,XSX.XX
NOV 01, 2023	\$XX.XX	\$XSX.XX	NOV 01, 2046	\$XSX.XX	\$X,XSX.XX
NOV 01, 2024	\$XX.XX	\$XSX.XX	NOV 01, 2047	\$XSX.XX	\$X,XSX.XX
NOV 01, 2025	\$XX.XX	\$XSX.XX	NOV 01, 2048	\$XSX.XX	\$X,XSX.XX
NOV 01, 2026	\$XX.XX	\$XSX.XX	NOV 01, 2049	\$XSX.XX	\$X,XSX.XX
NOV 01, 2027	\$XX.XX	\$XSX.XX	NOV 01, 2050	\$XSX.XX	\$X,XSX.XX
NOV 01, 2028	\$XX.XX	\$XSX.XX	NOV 01, 2051	\$XSX.XX	\$X,XSX.XX
NOV 01, 2029	\$XX.XX	\$XSX.XX	NOV 01, 2052	\$XSX.XX	\$X,XSX.XX
NOV 01, 2030	\$XX.XX	\$XSX.XX	NOV 01, 2053	\$XSX.XX	\$X,XSX.XX
NOV 01, 2031	\$XX.XX	\$XSX.XX	NOV 01, 2054	\$XSX.XX	\$X,XSX.XX
NOV 01, 2032	\$XX.XX	\$XSX.XX	NOV 01, 2055	\$XSX.XX	\$X,XSX.XX
NOV 01, 2033	\$XX.XX	\$XSX.XX	NOV 01, 2056	\$XSX.XX	\$XX,XSX.XX
NOV 01, 2034	\$XX.XX	\$XSX.XX	NOV 01, 2057	\$XSX.XX	\$XX,XSX.XX
NOV 01, 2035	\$XX.XX	\$XSX.XX	NOV 01, 2058	\$XSX.XX	\$XX,XSX.XX
NOV 01, 2036	\$XSX.XX	\$X,XSX.XX	NOV 01, 2059	\$XSX.XX	\$XX,XSX.XX
NOV 01, 2037	\$XSX.XX	\$X,XSX.XX	NOV 01, 2060	\$XSX.XX	\$XX,XSX.XX
NOV 01, 2038	\$XSX.XX	\$X,XSX.XX			

* This is the Total Modal Premium subsequent to the first. The first Total Modal Premium is \$0.00.

Each total premium shown above is as of the policy date, and will change, if a rating class change occurs, if a rider ends prematurely or is added after the policy date, or if the premium for a rider changes.

During the deferral period, the death benefit will be less than the face amount shown, other than for accidental death, as described in the Amount of the Death Benefit provision.

GENERAL PROVISIONS

DEFINITIONS

The following terms have the specific meaning shown when used in this policy. Additional definitions may be provided in the provisions of this policy or the amendments and riders, if any, attached to it. If the same term appears in an amendment or a rider it has the same meaning unless there is another definition for that term within that amendment or rider. When a provision is referred to in this policy we mean, unless specifically stated otherwise, the provision in this policy with that title. When a provision is referred to in a rider we mean, unless specifically stated otherwise, the provision in that rider with that title.

“Age” means the issue age plus the number of completed policy years.

“Application” means the application that was completed and signed for this policy and each rider, if any, that is attached to this policy.

“Deferral Period” is the period of time that begins on the policy date and ends on the day before the second policy anniversary or, if a reinstatement of this policy occurs prior to the second policy anniversary, the period of time that begins on the effective date of the last reinstatement to occur prior to the second policy anniversary and ends two calendar years later.

“Face Amount” means the amount shown in the Benefit and Premium Information Schedule as the face amount, unless changed as shown in our records.

“Issue Age” means the insured’s age on their birthday nearest the policy date. The issue age is shown in the Benefit and Premium Information Schedule.

“Lapse” means the termination of this policy for non-payment of a total premium in default, prior to the expiration of the grace period.

“Insured” means the person who is insured under this policy, as shown in the Benefit and Premium Information Schedule.

“Monthly Anniversary” means the same day of the month as the policy date for each succeeding month that this policy remains in effect.

“Policy Anniversary” means the same day and month as the policy date for each succeeding year that this policy remains in effect.

“Policy Date” is the date from which policy anniversaries, policy years and premium due dates are determined. The policy date is shown in the Benefit and Premium Information Schedule.

“Policy Month” is the period of time that, for the first policy month, begins on the policy date and ends on the day before the first monthly anniversary, and, for every other policy month, begins on a monthly anniversary and ends on the day before the next monthly anniversary.

“Policy Year” is the period of time that, for the first policy year, begins on the policy date and ends on the day before the first policy anniversary, and, for every other policy year, begins on a policy anniversary and ends on the day before the next policy anniversary.

“Principal Residence” means the last known address of the insured.

“You” and **“Your”** mean the owner shown in the Benefit and Premium Information Schedule of this policy, subject to change as described in the Ownership provision.

“We”, **“Us”** and **“Ours”** mean Foresters Life Insurance Company.

THE CONTRACT – The contract includes: (1) the application, together with all other documents authorized by the insured and submitted to us as evidence of insurability; (2) this policy; (3) each rider, if any, or other document attached to this policy and, (4) each amendment, if any, agreed to by us in writing.

If we fail to enforce a term or condition of the contract, we still retain our right to enforce all terms and conditions in future. No agent or person, other than an authorized officer of Foresters Life Insurance Company, has the authority to waive or agree to change a condition or provision of the contract. A change to the contract must be in writing and signed by a least one of our officers authorized for that purpose. We will not be bound by a promise or representation heretofore or hereafter made by or to any agent or person other than as specified above.

WHEN THIS POLICY IS IN EFFECT – This policy takes effect on the policy date shown in the Benefit and Premium Information Schedule only if: (1) this policy has been delivered to you; (2) the first total premium was provided to us on or before the date this policy was delivered to you and that payment is honoured by the financial institution from which it is to be collected; (3) there has been no change in the insurability of the insured between the date the application was signed by the insured and the date this policy was delivered to you; and (4) when required by us, you accept, and if applicable sign and return to us, each amendment, addendum and exclusion, if any, required for the policy to take effect.

Once in effect this policy will remain in effect until the earliest of the following dates:

- a) The policy anniversary on which the insured is age 80;
- b) The date the insured dies;
- c) The effective date, as shown in our records, of your request to cancel this policy;
- d) The date this policy lapses, as described in the Grace Period provision;
- e) The date a new policy takes effect under a conversion, as described in the Conversion Privilege provision.

This policy will not be in effect after the earliest of the above dates which means our liability under it will end.

OWNERSHIP – You, as the owner of the contract, may exercise all the rights and options that the contract provides, while the insured is living, subject to the rights of an irrevocable beneficiary. If you are not the insured and you die before the insured, your estate will become the owner, unless you have named a contingent owner.

You may name a new owner or contingent owner at any time, while the insured is living and this policy is in effect, by submitting a change in ownership request to us. Unless otherwise specified by you, the change in ownership will be effective as of the date you signed that request, whether or not you or the insured is alive when we receive it. Each change in ownership will be subject to payments made or other actions taken by us before the request for that change was received by us.

ASSIGNMENT – You may assign the contract by submitting notice of the assignment to us. Unless otherwise specified by you, the assignment will be effective as of the date the notice of assignment is signed by you and is subject to payments made or other actions taken by us before the assignment was received by us. We are not responsible for the validity or the effect of an assignment.

MISREPRESENTATION & CONTESTABILITY – We may contest the validity of the contract, treat it as void and refuse to pay a benefit if a statement or answer on the application misrepresents or fails to disclose a fact material to the insurance. Except for fraud, we will not contest the contract after it has been in effect during the lifetime of the insured for two years from the policy date. Fraud includes, but is not limited to, a material representation of the smoking habits of the insured.

In addition, if we allow you to reinstate this policy or make a change or addition to it, based on evidence of insurability, then we can contest the reinstatement, change or addition if there is a material misrepresentation or omission in the application for that reinstatement, change or addition. Except for fraud, we will not contest after a change, addition or the reinstated insurance has been in effect during the lifetime of the insured for two years from the effective date of that change, addition or reinstatement, as shown in our records.

MISSTATEMENT OF AGE OR SEX – If the date of birth or sex of the insured has been misstated, the face amount and each rider benefit amount, if any, shall be increased or decreased, at any time, to the amount, as determined by us, that would have been provided by the premium paid for that coverage, using the correct age and sex.

BENEFICIARY – You may designate one, or more than one, primary or contingent beneficiary. Each initial primary and contingent beneficiary, if any, is named in the application.

You may name a new beneficiary at any time, while the insured is alive and this policy is in effect, by submitting a change of beneficiary request to us. If you have named an irrevocable beneficiary, then to change that beneficiary, or their share of the death benefit, you will need to provide either the signed consent of that irrevocable beneficiary or, where permitted by law, a court order instead of that beneficiary's consent. Unless otherwise specified by you, a change of beneficiary will be effective as of the date you signed the request, whether or not you or the insured is alive when we receive it. Each change of beneficiary will be subject to payments made or other actions taken by us before the request for that change was received by us.

Each surviving primary beneficiary will be paid their share of the death benefit payable by us, if any. That share is shown in the application unless changed, as shown in our records. If a primary beneficiary predeceases the insured, that beneficiary's share will be split among the surviving primary beneficiaries. That split will be based upon the ratio of the specified percentages for those surviving beneficiaries to the total percentage for those survivors. If no percentages are specified, then the death benefit will be split equally among the surviving primary beneficiaries. If no primary beneficiary survives the insured, then each surviving contingent beneficiary, if any, will be paid their share of the death benefit payable by us, if any, in the same manner as described above for the primary beneficiary.

If there is no beneficiary living when the insured dies who is entitled to receive the proceeds, then you or your estate shall be deemed to be the beneficiary. If the proceeds have been assigned, an adjustment to the benefit payable to the beneficiary may be made upon approval of a claim.

SELF DESTRUCTION – If death of the insured is by suicide or intentionally self-inflicted injury, while sane or insane, and within two years from the policy date, then our liability will be limited to the amount of premiums paid, without interest, less amounts paid by us.

If death of the insured is by suicide or intentionally self-inflicted injury, while sane or insane, and within two years from the effective date of the last reinstatement, if any, then our liability will be limited to the amount of premiums paid since the last reinstatement, without interest, less amounts paid by us.

PREMIUMS – The first total premium is due on the policy date. Future premium due dates are determined by the frequency of payment selected in the application, unless changed as shown in our records. Each total premium must be paid on, or before, its due date or within the grace period.

Premium amounts and the period of years for which they are payable are shown in the Benefit and Premium Information Schedule. Subject to our administrative rules in effect at that time, you may change the frequency of payment on any premium due date by submitting a request to change the frequency of payment to us. The premium for a frequency will be based on our frequency factors in effect at the time of change.

GRACE PERIOD – After the first premium is paid as due, we will allow a period of 31 days after the premium due date for payment of each subsequent premium. This is the grace period. If the insured dies during the grace period, before the premium is paid, we will deduct the overdue premium from the death proceeds of this policy. If a premium is not paid on or before its due date, that premium is in default. If that premium is still unpaid at the expiration of the grace period, this policy will automatically lapse.

REINSTATEMENT – This policy may be reinstated within two years of effective date of lapse, as shown in our records. You can reinstate this policy by paying the unpaid premium to us within 30 days after the effective date of lapse, as long as the insured is alive when you make that payment. After 30 days but within two years of the effective date of lapse, reinstatement requires: (1) a signed application; and (2) evidence which satisfies us of (a) the good health and (b) other aspects of the insurability of the insured; and (3) payment of the unpaid premium plus interest, at a rate determined by us or as prescribed by applicable law.

The unpaid premium will be the sum of:

- a) The total premiums due but not paid in full on or before the effective date of lapse; plus
- b) The total premiums that would have been due, from the effective date of lapse to the effective date of reinstatement, as shown in our records, if this policy had not lapsed.

EVIDENCE ON DEATH – The proceeds payable, if any, upon the death of the insured will be paid by us when we receive evidence, satisfactory to us, of:

- a) The cause, circumstances and date of the death;
- b) The sex and age of the insured; and
- c) The right of the claimant to be paid.

In addition, if payment of the death benefit is claimed with respect to an accidental death, before we make payment:

- a) We must receive proof, satisfactory to us, that the death was an accidental death; and
- b) We shall have the right and opportunity to effect an examination of the body and to have an autopsy performed at our expense.

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

LIMITATION PERIOD – A person entitled to make a claim under this policy may begin a lawsuit to enforce their claim up to two years after the date that the claim arises, or longer if permitted by applicable law. Currently, the applicable laws with respect to limitation periods are as follows, depending on which province or territory's laws apply to this policy:

Every action or proceeding against an insurer for the recovery of insurance money payable under this policy is absolutely barred unless commenced within the time set out in:

- **The *Insurance Act*** in effect in the relevant province or territory, for policies governed by the laws of Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Yukon, Northwest Territories, or Nunavut;
- **The *Limitations Act*** in effect in Saskatchewan or Newfoundland, for policies governed by the laws of those provinces;
- **The *Limitations Act, 2002***, for policies governed by Ontario law;
- **The *Civil Code***, for policies governed by Quebec law.

However, please note that laws with respect to limitation periods may change from time to time, so it's important to check the most recent laws when a claim arises.

APPLICABLE LAW – This policy is governed by the laws of the province or territory where the policy was made, which is where you signed the application in the absence of evidence to the contrary. That jurisdiction's conflict of laws rules will not apply.

NON-PARTICIPATING – This policy is non-participating. It does not earn dividends.

NOTIFICATIONS – Notification(s) we send to you about this policy or a rider will be sent to your last address shown in our records. You must notify us of a change in address for you or the insured. If premiums are being paid under a pre-authorized debit plan you must notify us of a change in banking information.

Notifications about this policy or a rider may, with your consent, be sent or provided to you by electronic means, if permitted by our administrative practices.

Notifications and requests that you make to us must, if required by us, be made using our then current form for making such notification or request. Every notification or request that you make to us must be signed by you, if required by us, and received by us for us to act on it. Each will be deemed received by us as of the date shown in our records.

Notifications and requests that you make to us may, if permitted by, and subject to, our administrative practices in effect at that time, be by electronic means.

BENEFIT PROVISIONS

DEATH BENEFIT – Subject to the terms and conditions of the contract, we will pay the death benefit upon our receipt of evidence of the insured's death, as described in the Evidence on Death provision. That death must occur while this policy is in effect. The death benefit will be paid as described in the Beneficiary provision.

AMOUNT OF THE DEATH BENEFIT – If the insured suffers an accidental death, as defined below, during the deferral period; or dies after the deferral period, then the death benefit is equal to:

- a) The face amount in effect on the date of death, as shown in our records; plus
- b) Unearned premiums, if any; minus
- c) Overdue premiums, if any.

If the insured dies during the first year of the deferral period, and the cause of death was not an accidental death as defined below, then the death benefit is equal to:

- a) The sum of the total premiums paid, accumulated with interest, at a rate of 3% per annum, to the date of death of the insured; plus
- b) Unearned premiums, if any.

If the insured dies during the second year of the deferral period, and the cause of death was not an accidental death as defined below, then the death benefit is equal to:

- a) 50% of the face amount in effect on the date of death of the insured; plus
- b) Unearned premiums, if any

If death of the insured occurs during the premium payment period, for coverage under this policy or a rider, then the amount of the unearned premium will be the portion of the total premium that was paid to us to provide that coverage for a period of time beyond the end of the policy month of the insured's death. If death of the insured occurs after the premium payment period, for coverage under this policy or a rider, then there will be no unearned premiums for that coverage.

ACCIDENTAL DEATH – “Accidental Death” means death that occurs directly and independently of all other causes, from bodily injury, caused solely through external, violent and accidental means, that occurs while this policy is in effect. Death must occur within 90 days after such injury and while this policy is in effect.

Exceptions – Accidental death does not include death that results directly or indirectly from any of the following:

- 1) Suicide, attempted suicide or intentionally self-inflicted injury, while sane or insane.
- 2) Committing or attempting to commit an assault or a criminal offence, regardless of whether or not the insured is charged with that criminal offence.
- 3) War or act of war, whether declared or undeclared.
- 4) Service, as a combatant or non-combatant, in the military, naval or air force of any country or international authority, or a terrorist group.
- 5) Riot, civil commotion or insurrection or any act incidental thereto.
- 6) Participating in motorized racing or a speed contest.
- 7) Travel in an aircraft of any kind, other than as a fare-paying passenger on a fully licensed passenger carrying aircraft on a regularly scheduled flight. Travel in an aircraft includes descent from an aircraft in flight.
- 8) Bodily or mental infirmity or illness or disease of any kind.
- 9) The administration of a drug, hypnotic or narcotic, unless administered on the advice of, and at the frequency and dosage prescribed by a, physician or, in the case of a legal, non-prescribed drug, as recommended by the drug manufacturer.
- 10) Infection, other than an infection occurring simultaneously with and in consequence of an accidental cut or wound.
- 11) Poisoning or the inhalation of gas or fumes, whether voluntary or involuntary.
- 12) Injury of which there is no visible contusion or wound on the exterior of the body, except in the case of drowning or internal injury revealed by autopsy.
- 13) Operation of a motorized vehicle while intoxicated by illegal or un-prescribed drugs.
- 14) Operation of a motorized vehicle when the blood of the insured contains alcohol in excess of 80 milligrams per 100 milliliters of blood or the legal limit.

CONVERSION PRIVILEGE – Subject to the terms and conditions of the contract you may convert this policy to a new policy on the life of the insured by submitting a request for conversion to us. Evidence of insurability will not be required for the coverage being converted.

Conversion must occur during the conversion period, shown in the Benefit and Premium Information Schedule, and while this policy is in effect, with all premiums paid to the conversion date.

The new policy will be:

- Issued on a permanent life insurance plan that we are then offering for conversion from this policy.
- For an amount of insurance less than or equal to the face amount of this policy, subject to the new policy's minimum and maximum coverage requirements in effect on the conversion date.
- Issued at the age, as defined in the new policy, of the insured on the conversion date.
- Issued with the same insurance class as this policy.
- Issued using the premium rates for the new policy, in effect on the conversion date.

The conversion date is the policy date of the new policy.

The provisions of the new policy will be effective from the policy date of the new policy, except that, with respect to the converted coverage, the two year exclusion for suicide or intentionally self-inflicted injury and our right to contest will continue to apply as described within this policy. The evidence of insurability and each exclusion, if any, that formed part of this policy's contract will become part of the new policy's contract.

Subject to our business rules, each rider, attached to this policy and in effect on the conversion date, may be attached to the new policy if that rider is offered by us on the new policy on the conversion date.

With our consent, and subject to evidence of insurability satisfactory to us, the new policy may be issued for an amount of insurance that exceeds the face amount of this policy or with additional benefits or new riders.

This policy ends on the conversion date.



This page, which follows the policy and rider(s), if any, forms part of the contract.

FORESTERS LIFE INSURANCE COMPANY

is a member of

Assuris.

Assuris administers the Consumer Protection Plan which was instituted to provide protection to the policyholders of member companies.

This type of contract is covered by the Consumer Protection Plan.

Clients should read the Assuris brochure to understand the limitations of coverage.

Distributed by:
Canada Protection Plan
250 Ferrand Drive, Suite 1100
Toronto, ON, M3C 3G8

Underwritten by:
Foresters Life Insurance Company
P.O. Box 4000 STN Don Mills
Toronto, ON, M3C 2W9

Requests or notifications regarding the policy, or a rider, should be sent to Foresters Life Insurance Company c/o Canada Protection Plan at their address shown above.

All other correspondence can be sent to us at the Foresters Life Insurance Company address shown above. We will notify you if an address changes.

If you have any questions regarding the policy, or a rider, you can contact your insurance advisor or call us toll-free at 1-877-629-9090.