



## Pre-need Group Annuity Application and Enrollment Form

Active or Protect (please select one) **A** ☐ **P** ☐Funeral Services Group Annuity Policy #: 210453832 Member Certificate #: \_\_\_\_\_

### Section A: Funeral Provider

Name of Funeral Provider:

Address (number, street and apartment):

City or Town:

Province:

Postal Code:

### Section B: Funeral Recipient

Name (first, middle initial, last):

Birthdate:

Age:

Social Insurance Number (SIN)

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 (N/A if there is a Purchaser)

Address (number, street and apartment):

City or Town:

Province:

Postal Code:

Telephone:

Email:

### Section C: Purchaser (complete if purchaser is not the funeral recipient)

Name (first, middle initial, last):

Birth date:

Relationship to Funeral Recipient:

Social Insurance Number (SIN)

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Address (number, street and apartment):

City or Town:

Province:

Postal Code:

Telephone:

Email:



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### Section D: Beneficiary (only if Other Amount selected)

The Funeral Recipient or Purchaser (if named in Section C), designates the following beneficiary(ies):

<b>Primary</b>	Name (first, middle initial, last):
Relationship to Funeral Recipient:	
<b>Contingent</b>	Name (first, middle initial, last):
Relationship to Funeral Recipient:	

### Section E: Single Premium

\$ _____	Funeral (\$15,000 max) & Cemetery (\$20,000 max) Amount
\$ _____	Other Amount (\$500-\$10,000; this amount is taxable)
\$ _____	Total Amount
\$ _____	Premium Amount

### Section F: Multi-pay (not applicable to Single Premium)

\$ _____ Funeral (\$15,000 max) & Cemetery (\$20,000 max) Amount  \$ _____ Other Amount (\$500-\$10,000; this amount is taxable)	\$ _____ Total Amount (Funeral Amount + Cemetery Amount + Other Amount)  - \$ _____ Premium Down Payment  = \$ _____ Outstanding Balance (Total Amount - Premium Down Payment)  x \$ _____ Premium Factor  = \$ _____ Premium Amount (Outstanding Balance x Premium Factor)  = \$ _____ Total Premiums (Number of payments x Premium Amount + Premium Down Payment)
<b>Payment Term    Payment Frequency</b> <input type="checkbox"/> 1 year <input type="checkbox"/> Monthly <input type="checkbox"/> 3 years <input type="checkbox"/> Quarterly <input type="checkbox"/> 5 years <input type="checkbox"/> Semi-Annually <input type="checkbox"/> 10 years <input type="checkbox"/> Annually (not <input type="checkbox"/> 15 years           available for 1 year)	

The first premium payment, including any Premium Down Payment, is to be processed upon application submission. If you are paying via cheque, it must be payable to The Equitable Life Insurance Company of Canada and the cheque date MUST match the Application and Enrollment Form date.



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<b>Section G: Payment</b>		
Payable By: <input type="checkbox"/> Cheque <input type="checkbox"/> PAD <input type="checkbox"/> MC <input type="checkbox"/> VISA (MC & VISA Single Premium or 1-15 year)		
Withdrawal date requested (PAD/MC/VISA only): <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 8 <sup>th</sup> <input type="checkbox"/> 15 <sup>th</sup> <input type="checkbox"/> 22 <sup>nd</sup> (must be within 30 days of due date) <input type="checkbox"/> One time PAD/CC payment <input type="checkbox"/> First premium by PAD/CC		
<b>Pre-Authorized Debit (PAD)</b>		
PAD bank account: <input type="checkbox"/> VOID cheque attached <input type="checkbox"/> Banking information provided below		
Type of account: <input type="checkbox"/> Chequing <input type="checkbox"/> Savings		
Payable By: Name of financial institution:		
Transit # (5 digits):	Bank # (3 digits):	Account #:
Address (number, street and apartment):		
City or Town:	Province:	Postal Code:
I/We the Payor, have read and agree to the terms of the Pre-Authorized Debit Plan on the last page of this Application and Enrollment Form. All signatures for withdrawals from the account are present on this Application and Enrollment Form.		
Signature of Account Holder:	Print Name:	Date (dd/mm/yyyy):
Signature of Joint Account Holder (if applicable):	Print Name:	Date (dd/mm/yyyy):
<b>Credit Card Authorization (Single Premium or 1-15 year)</b>		
Name on Card:	Credit Card Number:	
Expiry Date (mm/yyyy):	CVC:	Signature:



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### Section H: Funeral Recipient Health Questions (complete for payment term > 1 year)

Is the Funeral Recipient terminally ill or bedridden; or has Funeral Recipient been informed that they have an Immune Deficiency Disorder, Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex (ARC)?

☐ Yes ☐ No

Is the Funeral Recipient currently:

- a. Hospitalized or living in an extended care facility or nursing home;
- b. Incapable of carrying out daily activities (e.g., getting up, walking, washing, dressing, feeding self) without assistance; or
- c. Not working due to illness for more than one year?

☐ Yes ☐ No

Within the past three (3) years, has the Funeral Recipient been diagnosed or treated by a medical practitioner for:

- a. Congestive heart failure, heart attack, angina pectoris (chest pain), stroke, angioplasty or bypass surgery, cerebrovascular accident, or had or been advised to have surgery for any other heart condition or blood vessel disease or disorder;
- b. Kidney failure, cirrhosis of the liver, diabetes, diabetic coma or insulin shock, Alzheimer's Disease, mental illness, alcoholism, or drug dependence;
- c. Any cancer, or is the Funeral Recipient waiting for the results of any cancer tests, or have cancer tests been recommended but not yet completed;
- d. An amputation caused by disease; or
- e. Any respiratory disease being treated by use of oxygen equipment to assist in breathing?

☐ Yes ☐ No



## Pre-need Group Annuity Application and Enrollment Form

### Section I: Declaration and Agreement

**The Funeral Recipient and the Purchaser (if named in Section C) declare and agree that:**

1. The statements and answers in all parts of this Application and Enrollment Form are true, complete and correctly recorded.
2. The Certificate shall not take effect unless: a) this Application and Enrollment Form is signed by the Funeral Recipient and the Purchaser (if named in Section C); b) the first premium and Premium Down Payment, if applicable, for the Certificate is paid with this Application and Enrollment Form; and, c) the Funeral Recipient/Purchaser receives their Certificate and Policy Enrollment Confirmation from the Contract Holder.
3. The Death Benefit payable shall be paid to the Funeral Provider assignee in effect on the date of death of the Funeral Recipient, if any, or otherwise to the beneficiary. The Funeral Provider assignee will pay the beneficiary any part of the death benefit that exceeds the amount payable to the Funeral Provider for funeral and cemetery goods and services provided under an eligible funeral arrangement. The Other Amount in Sections E or F shall be paid to the beneficiary. Any amounts owing under an annuitization option after the Funeral Recipient's death will be paid to the beneficiary.
4. The personal information willingly provided by me/us and collected on this Application and Enrollment Form will be used by The Equitable Life Insurance Company of Canada and Canadian Funeral Programs Inc. for the purposes of servicing, administration, determining Canadian or foreign tax payor status, claims processing and adjudication related to this Application and Enrollment Form, Certificate, any resulting insurance, and any supplementary documents. I/We understand and authorize that for the above purposes the personal information is accessible to, and may be exchanged with, authorized employees of and relevant third parties retained by The Equitable Life Insurance Company of Canada, its sales distribution network, participating reinsurer(s), other companies, Canadian or foreign tax authorities, and any other person or party whom I/we authorize.
5. If there is a Purchaser named in Section C, the Funeral Recipient consents to the insurance being placed on his/her life.
6. They know of nothing not disclosed in this Application and Enrollment Form affecting the insurability of the Funeral Recipient.
7. The Certificate is not replacing any insurance policy or annuity.
8. **Any failure to disclose or misrepresentation given or contained in this Application and Enrollment Form, including the responses to the Health Questions in Section H, may reduce or eliminate the death benefit under the Certificate or render the Certificate voidable by The Equitable Life Insurance Company of Canada.**



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### Section J: Assignment of Death Benefit

☐ **The Funeral Recipient and the Purchaser (if named in Section C) assigns to the Funeral Provider indicated above the Death Benefit under the Certificate applied for and to be issued by The Equitable Life Insurance Company of Canada.** The assignment of the Death Benefit is made to the Funeral Provider as custodian for a prearranged funeral plan in return for the promise by the Funeral Provider to deliver funeral goods and services. This assignment does not revoke any beneficiary designation. This assignment does not include the Other Amount in Sections E or F. The Funeral Recipient and Purchaser (if named in Section C) agree that all insurance premiums are made directly to The Equitable Life Insurance Company of Canada to cover the cost of insurance purchased to fund a prearranged funeral plan made between the Funeral Recipient and Purchaser (if named in Section C) and the Funeral Provider.

### Section K: Signatures

Signed at: \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(City) (Province) (Day) (Month) (Year)

Funeral Recipient: \_\_\_\_\_  
(Must Sign) Signature Print Name

Purchaser: \_\_\_\_\_  
(If named in Section C) Signature Print Name

### Disclosure Statement and Certificate

The insurance and Certificate being applied for is underwritten by Equitable, licensed to conduct business in all provinces and territories of Canada. The person soliciting this Application and Enrollment Form is either:  
a) an independent licensed life insurance broker representing Equitable through an independent agency; or,  
b) associated with a licensed funeral provider; and may receive compensation from Equitable if this Certificate is issued and comes into effect. The Funeral Recipient and the Purchaser (if named in Section C) are not obligated to transact any other insurance business with Equitable, the broker, the Funeral Provider or any other person or entity as a condition of this Application and Enrollment Form.

The Equitable Life Insurance Company of Canada has issued the Certificate pursuant to this Application and Enrollment Form. The Certificate consists of the pages attached to this Application and Enrollment Form, up to and including the page that states "This is the end of this Certificate". The Certificate is not valid if this Application and Enrollment Form, at the time it is provided to you, is not signed by the the Funeral Provider's authorized representative.

Funeral Provider Representative: \_\_\_\_\_  
Signature Print Name

The Equitable Life Insurance Company of Canada: \_\_\_\_\_  
Fabien Jeudy, President and Chief Executive Officer

**Notice: Read the Certificate carefully. If you are not satisfied with the Certificate, it may be returned within 90 days after receipt and any payments will be refunded.**



## The Equitable Life Insurance Company of Canada Pre-need Group Annuity Certificate

### DEFINITIONS

The following terms used in this Certificate have the following meanings.

**You and your** means the Funeral Recipient in the Application and Enrollment Form, unless there is a Purchaser named in the Application and Enrollment Form, in which case "you" and "your" means the Purchaser.

**We, us and our** means The Equitable Life Insurance Company of Canada, 1 Westmount Road, Waterloo, Ontario, N2J 4C7, 1 800 265 4556.

**Account Value** for Single Premium means the Total Amount plus Growth. Account Value for a one year Payment Term or a multi-year Payment Term means the Total Amount less any down payment with Growth divided by the total number of payments under the Payment Term, multiplied by the number of payments made in the Payment Term, less expense charge(s), if any, plus the Premium Down Payment with Growth.

**Age** means the Funeral Recipient's age on the Certificate Date. The minimum Age is 16. The maximum Age depends on the Payment Term: Single Pay and One Year is 99; 3 Year is 86; 5 Year is 84; 10 Year is 79; and 15 Year is 75.

**Application and Enrollment Form** means the Application and Enrollment Form completed for this Certificate.

**Attained Age** means the Funeral Recipient's age on a specific date based on the Funeral Recipient's birth date.

**Cash Surrender Value** is X% of the Surrender Value where X equals 100 minus the lesser of: a) 30 or b) 95 minus the Attained Age on the date the Certificate is terminated; provided that X can never exceed 100.

**Certificate** means this Certificate which is the Funeral Recipient's or Purchaser's (if applicable) confirmation of enrollment under the Group Annuity Contract.

**Certificate Anniversary** means the same day and month as the Certificate Date in each year following the Certificate Date while this Certificate is in effect.

**Certificate Date** means the date this Certificate takes effect, as described in the Application and Enrollment Form.

**Contract Holder** means Canadian Funeral Programs Inc.

**Funeral & Cemetery Amount** means the amount shown as the Funeral & Cemetery Amount in the Application and Enrollment Form.

**Funeral Provider** means a Funeral Provider licensed in Canada to provide funeral services.

**Funeral Recipient** means the person receiving the funeral in the Application and Enrollment Form, and who is the owner of the Certificate, unless there is a Purchaser named in the Application and Enrollment Form, in which case the Purchaser is the owner of this Certificate.

**Growth** means the simple interest amount, which is determined at each Certificate Anniversary by multiplying the Total Amount by the Growth Rate. The Growth will be calculated to the date of death of the Funeral Recipient or to the date of surrender, whichever is earlier.

**Growth Rate** means the annual simple interest rate applicable on the Certificate Date and is based on Age. The Growth Rate is set on the Certificate Date and is guaranteed while this Certificate is in effect.

**Master Contract** means the funeral services group annuity policy identified by the Funeral Services Group Annuity Policy number in the Application and Enrollment Form and issued by us to the Contract Holder.

**Non-Standard Rated Certificate** means a Certificate where any of the questions in Section H of the Application and Enrollment Form were answered "Yes".

**Other Amount** means the amount shown as the Other Amount in the Application and Enrollment Form, which is to cover items and expenses as determined by you or the beneficiary. The Other Amount plus Growth is paid directly to the beneficiary. The Other Amount is not part of the funeral services agreement with the Funeral Provider.

**Payment Term** means the payment period you elected as the Payment Term on the Application and Enrollment Form and is either a Single Premium, one year Payment Term, or a multi-year Payment Term of three years or greater.

**Premium** means the total amount of money paid to us under this Certificate. The maximum Premium that will be accepted under this Certificate is limited by the maximum amounts permitted by law for an eligible funeral arrangement pursuant to the Income Tax Act (Canada). As of the Certificate Date, these amounts are \$15,000 in relation to funeral services and \$20,000 in relation to cemetery services. These amounts are subject to change without notice. Any excess generates taxable income and may void the eligible funeral arrangement. A T5 tax reporting slip will be issued as required by the Canada Revenue Agency.

**Premium Amount(s)** the Total Amount in the case of Single Premium and, in the case of a one year or a multi-year Payment Term, means the amount calculated using the Premium Factor in the Application and Enrollment Form. The Premium Amount is the amount you must pay based on the Payment Term you selected and includes the cost of the decreasing term rider.

**Premium Down Payment** means the amount shown as the premium down payment in the Application and Enrollment Form.

**Premium Factor** means the amount shown as the Premium Factor in the Application and Enrollment Form. The Premium Factor is used to calculate the Premium Amount.

**Single Premium** means the Payment Term where a one year Payment Term, or a multi-year Payment Term was not selected on the Application and Enrollment Form.

**Standard Rated Certificate** means a Certificate for a Single Premium, or a Certificate where all questions in Section H of the Application and Enrollment Form were answered "No".

**Surrender Value** for Single Premium means the Total Amount. Surrender Value for a one year Payment Term or a multi-year Payment Term means the Total Amount less any Premium Down Payment divided by the total number of payments under the Payment Term, multiplied by the number of payments made in the Payment Term, less expense charge(s), if any, plus the Premium Down Payment.

**Total Amount** means the sum of the Funeral & Cemetery Amount and the Other Amount.

### PREMIUM PAYMENT(S)

If you elect Single Premium, a Premium Amount to the Total Amount is due and payable to us on the Certificate Date and no further Premium Amounts will be made under this Certificate. If you elect a one year or a multi-year Payment Term, the first Premium Amount payment and any Premium Down Payment is due and payable to us on the Certificate Date. Each subsequent Premium Amount payment will be due and payable on the due date for that payment. Should a Premium Amount not be paid on the due date, the Premium Amount may be paid within a grace period of 30 days. If we do not receive the overdue Premium Amount by the end of the grace period, you will have a further period of 30 days after the end of the grace period to pay the overdue Premium Amount, but only if the Funeral Recipient is alive at the time the overdue Premium Amount is paid. Once a Premium Amount is overdue by more than 60 days no further Premium Amounts will be accepted by us but this Certificate will stay in effect subject to its terms, and the death benefit will be calculated as described in the Death Benefit provision.

### BENEFIT PROVISIONS

#### Death Benefit

A Death Benefit is payable, upon satisfactory proof of the death of the Funeral Recipient, while this Certificate is in effect and before annuitization, which is described under Annuitization Options below.

For Single Premium, the Death Benefit will equal the Account Value.

For a one year Payment Term, the Death Benefit will equal the Premiums paid plus Growth.

For a Standard Rated Certificate with a multi-year Payment Term, if no Premium Amount was overdue by more than 30 days on the date of death of the Funeral Recipient, the Death Benefit will equal the Total Amount plus Growth. If any Premium Amount was overdue by 31 to 60 days on the date of death, the Death Benefit will equal the Total Amount plus Growth less the overdue Premium Amounts. Otherwise, the Death Benefit will equal the Account Value.





## The Equitable Life Insurance Company of Canada Pre-need Group Annuity Certificate

For a Non-Standard Rated Certificate with a multi-year Payment Term, if the date of death of the Funeral Recipient is after the second Certificate Anniversary and no Premium Amount was overdue by more than 30 days on the date of death, the Death Benefit will equal the Total Amount plus Growth. If the date of death of the Funeral Recipient is after the second Certificate Anniversary and any Premium Amount was overdue by 31 to 60 days on the date of death, the Death Benefit will equal the Total Amount plus Growth less the overdue Premium Amounts. If the date of death of the Funeral Recipient is before the second Certificate Anniversary, the Death Benefit will equal the Account Value calculated using the Growth Rate or six percent (6%) whichever is higher. In all other cases, the Death Benefit will equal the Account Value.

### Decreasing Term Rider

If you elected a multi-year Payment Term, the decreasing term rider described in this provision automatically applies as of the Certificate Date. This rider, while in effect, guarantees that the death benefit payable will be the amount described under the Death Benefit provision for: a) a Standard Rated Certificate; or, b) a Non-Standard Rated Certificate provided the Certificate has been in effect for at least 2 years following the Certificate Date.

This rider will remain in effect until the earliest of the following:

- The date this Certificate terminates.
- The 61<sup>st</sup> day following an overdue Premium Amount due date.
- The date the last Premium Amount required under this Certificate has been paid.

The charges for this rider are calculated using the Premium Amount less the Outstanding Balance in the Application and Enrollment Form divided by the total number of Premium Amounts indicated. The decreasing term rider cost remains the same while the rider is in effect and is based on Age and the multi-year Payment Term you elected.

### Annuitization Options

While this Certificate is in effect and provided you have revoked your assignment to the assignee Funeral Provider, and provided the Account Value is at least \$1,000, you may convert this Certificate's Account Value into annuity payouts of at least \$10 each under one of the options below. We will credit interest at a rate to be determined by us, to the converted Account Value. Upon your request, we will advise you of the Certificate's Account Value.

- Option A: Payouts for a Specified Period - payouts in equal amounts for a specified number of years.
- Option B: Payouts for a Specified Amount - payouts in equal amounts until the converted Account Value plus interest credited by us has been paid in full.

In the event of your death after annuitization but before all payouts have been made under the selected annuitization option, the remaining payments will be made to the beneficiary.

### Accidental Death Benefit

Provided there is no insurance contract issued by us to a person other than the Funeral Recipient, that provides for payment of a death benefit due to the accidental death of a grandchild or great grandchild of the Funeral Recipient, we will pay the Funeral Recipient two times the death benefit under this Certificate, provided the accidental death of the Funeral Recipient's grandchild or great grandchild occurred before the child's 18th birthday and while this Certificate is in effect, and provided we receive sufficient evidence for us to determine that the child's death resulted, directly and independently of all other causes, from bodily injury caused solely through external, violent and accidental means. Death must occur within 90 days after such injury and while this Certificate is in effect. If there is such an insurance contract issued by us to a person other than the Funeral Recipient, no accidental death benefit will be paid under this Certificate. There is no charge for this benefit. Grandchild means a biological or legally adopted child of the Funeral Recipient's biological or legally adopted child. Great grandchild means a biological or legally adopted child of the Funeral Recipient's grandchild.

There is only one payment of the accidental death benefit even if there is more than one accidental death of a grandchild or great grandchild.

The accidental death benefit terminates at the earlier of the termination of this Certificate or the date a claim under this Certificate is filed with us for which an accidental death benefit is payable.

This accidental death benefit will not be paid if the grandchild or great grandchild's death results directly or indirectly from any of the following regardless of the mental state of the grandchild or great grandchild.

1. A suicide, an attempted suicide or self-inflicted injury.
2. The commission or attempted commission of a criminal act, whether or not charges are laid.
3. The operation of any automobile, motorcycle, or any other motorized vehicle while his or her blood alcohol level exceeds 80 milligrams per 100 milliliters of blood (0.08) or any other lower limit prescribed by law.
4. Taking or absorbing, voluntarily or otherwise, any drug, medicine, sedative or poison, except as prescribed by a licensed doctor who is not the grandchild, great grandchild, Funeral Recipient or the Purchaser.
5. A physical or mental disability or illness of any kind.
6. Infection, except an infection occurring at the same time as an accidental injury and resulting from such injury.
7. Voluntary inhalation of toxic gases.
8. A public demonstration, riot, insurrection, rebellion, nuclear accidents, war, terrorism, or any act or incident of war or military operation, act of foreign enemies, military up- rising, whether war has been declared or not or any conflict between the armed services of countries or international organizations.
9. The participation in mountaineering, rock climbing, parachuting, hang gliding, automobile or motorcycle racing (or the racing of any other motorized vehicle), or horse racing.
10. The flight or attempted flight in any aircraft, as a crew member, passenger or otherwise, except where traveling as a regular paying passenger in an aircraft authorized to carry passengers under regulations governing air navigation.

### GENERAL PROVISIONS

#### Written Notification

Each request, notice or proof required under this Certificate must be made in writing and sent to Canadian Funeral Programs Inc. at the following address, unless changed by notice, sent by us, to you:

PO Box 100 Lakeshore W PO, Oakville, ON L6K 0A3.

Inquiries may be made by phone at 1 888 428 4444.

#### Transfer to another Funeral Provider

This Certificate may be assigned to another Funeral Provider provided you first revoke your assignment to the Funeral Provider assignee and the other Funeral Provider has agreed to act as custodian for a prearranged funeral plan and has agreed to deliver funeral goods and services to the Funeral Recipient.

#### Beneficiary Designations

**This Certificate contains a provision removing or restricting your right to designate a beneficiary to whom or for whose benefit insurance money is to be payable.** You cannot name a beneficiary for a) the Accidental Death Benefit as this amount is always payable to the Funeral Recipient; or, b) any amount that is payable to a Funeral Provider named as assignee. If the death benefit exceeds the amount payable to a Funeral Provider for funeral goods and services under a prearranged funeral plan, you can name a beneficiary for the excess. If there is no assignee Funeral Provider you can name a beneficiary for the death benefit.

#### Right to Documents

Upon request, the Funeral Recipient, the Purchaser and a claimant under this Certificate have the right to obtain a copy of the Application and Enrollment Form and this Certificate.

#### Misstatement of Age

If the Age is misstated, all benefits and values under this Certificate will be those that the Premium paid would provide using the correct Age.

#### Suicide

Prior to annuitization, if the death of the Funeral Recipient is by suicide, regardless of the mental state of the Funeral Recipient and within two (2) years from the Certificate Date, our liability is limited to the refund of the Premium paid for this Certificate.

#### Benefits Payable

All benefit payments, values, and Premium Amounts are payable in Canadian dollars.

#### Termination of the Master Contract

If the Master Contract is terminated, and provided this Certificate is in effect on the date of termination, this Certificate will remain in effect subject to the terms of that Master Contract and this Certificate.





## The Equitable Life Insurance Company of Canada Pre-need Group Annuity Certificate

### Right to Cancel Certificate

If you are not satisfied with this Certificate, you may cancel this Certificate by returning this Certificate to Canadian Funeral Programs Inc. within 90 days of your receipt of this Certificate and you will receive a refund of the Premium(s) paid for this Certificate, and this Certificate will be void.

### Termination of this Certificate

This Certificate will terminate and will no longer be in effect upon the earlier of the following dates:

- The date we receive your request to terminate this Certificate. In this event, we will pay to you the Cash Surrender Value.
- The date of death of the Funeral Recipient.

### Effect of Cancellation of Funeral Services Contract

If this Certificate has been assigned to a Funeral Provider, upon cancellation of your funeral services contract with the Funeral Provider, this Certificate will terminate and we will pay you the Cash Surrender Value unless within 30 days of cancellation of the funeral services contract:

- You replace that cancelled funeral services contract with another funeral services contract with another Funeral Provider; or
- We receive your written direction to annuitize this Certificate as described in the Annuitization Options section of this Certificate.

### Non-Participating

This Certificate is not a participating policy of us, is not entitled to any dividends and does not participate in the distribution of surplus or profits that may be declared by us.

### Limitation Period

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

### Entire Contract

The Application and Enrollment Form and this Certificate and any amendments shall constitute the entire contract between you and us. Only our President or one of our Executive Vice-Presidents may change, amend or waive the provisions of this Certificate in writing. No promise or representation made by a Funeral Provider or its representative or any other person that is contrary to this Certificate is binding on us or is of any effect.

### No responsibility for funeral or cemetery goods and services

Our obligations are limited to collection of the Premium, payment of benefits and performance of administrative duties in accordance with the terms of the Master Contract and this Certificate. We assume no responsibility with respect to services, merchandise and charges pursuant to an agreement for proposed funeral or cemetery goods and services between you and a Funeral Provider or between the Funeral Recipient and a Funeral Provider.

### Governing Law Provision

This Certificate is governed by the law of the jurisdiction in which the Funeral Recipient lives.

### Limitation Period

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

### Early Pay-Off

Premium Amounts remaining to be paid may be paid in full while the Certificate is in effect as follows:

1. If paid within the first six months of the Certificate Date, the amount payable is the balance of the Total Amount in the Application and Enrollment Form less the Premiums paid.
2. If paid between months 7 and 12 of the Certificate Date, the amount payable is the balance of the Total Amount in the Application and Enrollment Form less the Premiums paid, plus an administrative fee of \$200.

3. If paid after the first Certificate Anniversary, the amount payable is the Total Amount in the Application and Enrollment Form, less any Premium down payments divided by the total number of payments under the Payment Term, multiplied by the number of payments remaining in the Payment Term, plus an administrative fee of \$200.

If you elected a one year or a multi-year Payment Term you must pay all overdue Premium Amounts before being eligible for an early pay-off option.

### Mailing Address and Toll Free Number

Canadian Funeral Program Inc. o/a Funeral Plans-Canada  
PO Box 100 Lakeshore W PO, Oakville, ON L6K 0A3  
Email: [info@funeralplans.net](mailto:info@funeralplans.net)  
Tel: 1 888 428 4444

### Incontestability

The failure to disclose or the misrepresentation of evidence of insurability requested by us, or on our behalf:

- (a) at the time of application for this Certificate renders this Certificate voidable by us, unless this Certificate has been in effect for 2 years during the lifetime of the Funeral Recipient, in which case this Certificate is not, in the absence of fraud, voidable.
- (b) at the time of application for an addition, increase or change related to this Certificate, renders that addition, increase or change voidable by us, unless that addition, increase or change has been in effect for 2 years during the lifetime of the Funeral Recipient, in which case that addition, increase or change is not, in the absence of fraud, voidable.

**This is the end of this Certificate.**

### PRE-AUTHORIZED DEBIT PLAN ("PAD")

The Equitable Life Insurance Company of Canada ("Equitable Life") and the financial institution of the payor set out in the Application and Enrollment Form are directed and authorized to process withdrawals from the payor's account on a monthly basis, subject to the conditions below, for the purpose of collecting premiums.

**Withdrawal Information:** In the event of non-payment due to insufficient funds (NSF), an attempt to re-draw your payment will automatically occur within 2 - 10 business days from the withdrawal date. The payor is responsible for any NSF charges incurred by their financial institution.

**Type of Service:** For the purposes of this agreement, PAD withdrawals from the payor's bank account will be treated as personal withdrawals of insurance premiums, as defined by the Canadian Payments Association in Rule H1 at [www.payments.ca](http://www.payments.ca).

**Waivers:** The payor waives the right to receive pre-notification of the first withdrawal, any increases in the fixed amount of automatic withdrawal or a change in the date of withdrawal.

**Cancellation:** The Payor has the right to cancel this PAD at any time. This PAD shall remain in effect until the payor notifies Equitable Life of cancellation. **NOTE: To ensure cancellation of the next withdrawal, notice must be received by Equitable Life 10 days prior to the next withdrawal.** Any cancellation of this PAD will not affect the Certificate so long as payment is provided by an alternate method within the period specified in the Certificate. The payor should contact their financial institution about their rights regarding cancellation. (A sample cancellation form is available at [www.payments.ca](http://www.payments.ca)).

**Recourse & Reimbursement:** The payor has certain recourse rights if any withdrawal does not comply with this PAD. The payor has the right to receive reimbursement for any withdrawal that is not authorized or is not consistent with this PAD. To obtain more information on recourse rights, the payor should contact their financial institution or visit [www.payments.ca](http://www.payments.ca).

**Contact:** The payor may contact Equitable c/o Canadian Funeral Programs Inc., PO Box 100 Lakeshore W PO, Oakville, ON L6K 0A3, 1 888 428 4444.