

INVESTMENT APPLICATION

SINGLE PREMIUM IMMEDIATE ANNUITY

Policy Number

ANY AMOUNT THAT IS ALLOCATED TO A SEGREGATED FUND IS INVESTED AT THE RISK OF THE OWNER AND MAY INCREASE OR DECREASE IN VALUE.

Policies are issued by:

The Empire Life Insurance Company

Send signed Empire Life copy to:

Empire Life
259 King Street East
Kingston ON K7L 3A8

www.empire.ca

APPLICATION FOR A SINGLE PREMIUM IMMEDIATE ANNUITY

Throughout this application, "Empire Life" means The Empire Life Insurance Company.

1.0 Language	If not specified, we will communicate in the language of this Application. <input type="radio"/> English <input type="radio"/> French															
1.1 Plan	Is the plan to be registered under the <i>Income Tax Act</i> (Canada)? <input type="radio"/> Yes <input type="radio"/> No This annuity will be a prescribed annuity unless otherwise indicated in Head Office Additions and Amendments.															
2.0 Annuitant If the plan is to be registered under the <i>Income Tax Act</i> (Canada) the Annuitant must be the Owner . Benefits payable are based on this person's life.	Name (first, middle, last) <table border="1" style="width:100%"> <tr> <td style="width:45%">Address (number, street)</td> <td style="width:15%">City</td> <td style="width:15%">Province</td> <td style="width:25%">Postal code</td> </tr> <tr> <td>Telephone</td> <td colspan="3">Occupation (job title and duties)—if retired, indicate former occupation</td> </tr> <tr> <td><input type="radio"/> Male <input type="radio"/> Female</td> <td>Social Insurance Number (SIN)</td> <td colspan="2">Date of birth (dd/mmm/yy)</td> </tr> </table>				Address (number, street)	City	Province	Postal code	Telephone	Occupation (job title and duties)— if retired, indicate former occupation			<input type="radio"/> Male <input type="radio"/> Female	Social Insurance Number (SIN)	Date of birth (dd/mmm/yy)	
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2.1 Joint Annuitant The Joint Annuitant does not have any ownership rights. If the Annuitant is the Owner, upon the death of the Annuitant, the Joint Annuitant shall become both the Annuitant and Owner.	If the plan is registered, or the funds originate from a registered plan, only the spouse/common-law partner of the Annuitant can be named as Joint Annuitant. Name (first, middle, last) <table border="1" style="width:100%"> <tr> <td style="width:45%">Address (number, street)</td> <td style="width:15%">City</td> <td style="width:15%">Province</td> <td style="width:25%">Postal code</td> </tr> <tr> <td>Telephone</td> <td colspan="3">Occupation (job title and duties)—if retired, indicate former occupation</td> </tr> <tr> <td><input type="radio"/> Male <input type="radio"/> Female</td> <td>Social Insurance Number (SIN)</td> <td colspan="2">Date of birth (dd/mmm/yy)</td> </tr> </table>				Address (number, street)	City	Province	Postal code	Telephone	Occupation (job title and duties)— if retired, indicate former occupation			<input type="radio"/> Male <input type="radio"/> Female	Social Insurance Number (SIN)	Date of birth (dd/mmm/yy)	
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3.0 Owner	If the policy is purchased with funds transferred via Form T2037, the Annuitant will be the Owner. <input type="radio"/> Annuitant <input type="radio"/> Non-Profit Organization or Trust—complete form C-0044-ENG Full legal name of Non-Profit Organization or Trust															
4.0 Proof of Age/ Verification of Identity for Annuitant (and, if applicable) Joint Annuitant The documents provided will be used for verification of Owner for non-registered policies.	The Advisor must review the original and submit a copy of one of these government-issued documents to satisfy Proof of Age and Verification of Identity requirements. <table border="1" style="width:100%"> <tr> <td style="width:50%"> Annuitant <input type="radio"/> Birth Certificate <input type="radio"/> Driver's Licence (with photo and signature) <input type="radio"/> Passport <input type="radio"/> Citizenship Card <input type="radio"/> Other _____ </td> <td style="width:50%"> Joint Annuitant <input type="radio"/> Birth Certificate <input type="radio"/> Driver's Licence (with photo and signature) <input type="radio"/> Passport <input type="radio"/> Citizenship Card <input type="radio"/> Other _____ </td> </tr> </table> <p>Have you or any of your close relatives (your child, mother, father, spouse/civil union spouse/common-law partner; the mother or father of your spouse/civil union spouse/common-law partner; or child of your mother or father) ever held one of the following positions in a country other than Canada?</p> <p>a) Government (head of state/government; member of executive council or legislature; leader/president of a political party represented in a legislature; deputy minister or equivalent; head of a government agency)</p> <p>b) Other Official (military officer with a rank of general or above; judge; president of a state-owned company/bank; ambassador/attaché/counsellor of an ambassador)</p> <p>Annuitant <input type="radio"/> No <input type="radio"/> Yes—If yes, provide details _____</p> <p>Joint Annuitant <input type="radio"/> No <input type="radio"/> Yes—If yes, provide details _____</p>				Annuitant <input type="radio"/> Birth Certificate <input type="radio"/> Driver's Licence (with photo and signature) <input type="radio"/> Passport <input type="radio"/> Citizenship Card <input type="radio"/> Other _____	Joint Annuitant <input type="radio"/> Birth Certificate <input type="radio"/> Driver's Licence (with photo and signature) <input type="radio"/> Passport <input type="radio"/> Citizenship Card <input type="radio"/> Other _____										
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5.0 Special Instructions																
5.1 Head Office Additions and Amendments																

6.0 Beneficiary(ies)**THIS SECTION DOES NOT APPLY IF THE ANNUITY SELECTED IN SECTION 8 HAS NO GUARANTEE PERIOD.**

The Joint Annuitant will become the Annuitant upon the Annuitant's death. No amount will be paid to the beneficiary(ies) at that time. Following the death of all Annuitants, if there is any amount due, it shall be payable to the beneficiary(ies). If no beneficiary(ies) are living, the amount due will be paid to the Owner or Owner's Estate.

If the annuity is registered under the *Income Tax Act* (Canada) and the Annuitant's spouse/common-law partner is living and the named beneficiary, he or she will become the Owner following the death of the Annuitant. Any payments will continue only until the end of the guarantee period.

Minors: Outside Quebec, you should name a Trustee to receive the benefits while the beneficiary is still a minor. In Quebec, the benefits will be paid to the Tutor(s) unless you have appointed an Administrator or have established a formal Trust.

Primary/Contingent Designations: The beneficiary is deemed primary unless you check the contingent box. A contingent beneficiary becomes the beneficiary if all of the primary beneficiaries named have died before the Annuitant(s). A contingent beneficiary is always revocable.

Irrevocable/Revocable Designations: A minor irrevocable beneficiary cannot consent to a change of beneficiary and a parent or guardian may not sign on behalf of a minor child for this purpose. All beneficiaries are assumed revocable unless you check the irrevocable box, except in Quebec. In Quebec, if a married or civil union spouse is named beneficiary, the designation is irrevocable unless otherwise indicated. Once an irrevocable primary beneficiary has been named, his/her written consent will be required for certain transactions.

To add additional beneficiaries, use form D-0017-ENG.

Name (first, middle, last)				Name (first, middle, last)			
Exact name of corporation/entity				Exact name of corporation/entity			
Relationship to Annuitant (in Quebec, relationship to Owner)				Relationship to Annuitant (in Quebec, relationship to Owner)			
<input type="radio"/> Primary	<input type="radio"/> If Primary	<input type="radio"/> Revocable	Share %	<input type="radio"/> Primary	<input type="radio"/> If Primary	<input type="radio"/> Revocable	Share %
<input type="radio"/> Contingent		<input type="radio"/> Irrevocable		<input type="radio"/> Contingent		<input type="radio"/> Irrevocable	
Date of birth for minor beneficiary (dd/mmm/yy)		Trustee name/Administrator		Date of birth for minor beneficiary (dd/mmm/yy)		Trustee name/Administrator	

7.0 Deposit Information

Select all that apply.

Make cheques payable to **The Empire Life Insurance Company.**

* Empire Life will not settle the policy until all money is received.

<input type="radio"/> Amount of deposit included with this Application	Amount \$
<input type="radio"/> Funds transferred from another company	Estimated transfer amount \$
Transferring company(ies)*	
<input type="radio"/> The funds are being transferred from a Spousal/common-law partner RSP.	
For non-registered plans only, what is the original source of funds (e.g. sale of house, inheritance)?	
<input type="radio"/> Transferred funds are subject to pension legislation (e.g. LRSP, LIRA, LIF, LRIF, PRIF, RPP, RLIF, RLSP, etc.)	Funds are locked-in under which Province or legislation?

7.1 Rate Basis Guarantee

If you are requesting a Rate Basis Guarantee, indicate Quote Number on which the Rate Basis Guarantee is based. The terms and conditions are on the reverse of this Application.

Quote Number

8.0 Annuity Type and Guarantee Period

If this annuity has **no guarantee period**, then this annuity provides **NO benefits after the death of the Annuitant(s).**

<input type="radio"/> Single Life guaranteed for _____ years OR <input type="radio"/> no guarantee
<input type="radio"/> Term Certain guaranteed for only _____ years (must be to age 90 for registered plans)
<input type="radio"/> Joint and Last Survivor guaranteed for _____ years OR <input type="radio"/> no guarantee
I would like my payments to reduce to _____ %
<input type="radio"/> on death of Annuitant
<input type="radio"/> on first to die of Annuitant and Joint Annuitant

8.1 Income Payment

Amount (The amount of the income payment may be recalculated upon receipt of all requirements.) \$

Income payments to begin	Payment frequency
<input type="radio"/> one payment frequency after issue	<input type="radio"/> Monthly <input type="radio"/> Quarterly
<input type="radio"/> on this date (dd/mmm/yy) _____	<input type="radio"/> Semi-Annually <input type="radio"/> Annually

9.0 Banking Information

Indicate financial institution to be credited.

Account shown on the attached void cheque—**ATTACH VOID CHEQUE**
 Savings account only, use the following account:

Account holder's name(s)		Financial Institution
Bank #	Transit #	Account #

Direct deposit only.

10.0 Declaration, Acknowledgement, Agreement and Authorization	By signing below, I confirm that I have read, understood and agreed to the statements in the Declaration, Acknowledgement, Agreement and Authorization on this Application and consent to the use of my personal information as described.		
10.1 Signatures	This application was completed and signed in the Owner's province of residence. If not, it was signed in the province of _____.		
	Signature of Annuitant X	Date (dd/mmm/yy)	
	Signature of Joint Annuitant (if applicable) X		
Persons signing must provide proof of authority to bind the Non-Profit Organization or Trust.	Complete if the Owner is different than the Annuitant. If Owner is a Non-Profit Organization or Trust, indicate its exact name.		
	Signature of Owner (or First Authorized Signature for Non-Profit Organization or Trust) X	Print name (and title if signing for Non-Profit Organization or Trust)	
	Second Authorized Signature (for Non-Profit Organization or Trust) X	Print name and title	
	If using a corporate account or the account of someone who isn't the Annuitant or Owner for direct deposit, complete the following:		
	Signature of Account holder X	Account holder's name (please print)	
11.0 Determination of Third Party Interests	In making this Application, is the Owner acting on behalf of a third party? (Your answer should be 'Yes' if someone other than the Annuitant or Owner is contributing the funds or has or will have an ownership interest in this policy.) <input type="radio"/> No <input type="radio"/> Yes—If yes, complete entire section.		
If the third party is a partnership, club or other organization, attach a copy of the charter document and signing authority.	Name (first, middle, last) or name of corporation/organization		Date of birth (dd/mmm/yy)
	Address (number, street)	City	Province
	Occupation (job title and duties)—if retired, indicate former occupation		Relationship to Owner
	Incorporation number and jurisdiction of registration (i.e. country, province, territory)		
12.0 Advisor Information	Servicing Advisor name (first, middle, last)		Advisor code
	Advisor name (first, middle, last)		Split %
	Name of GA, AGA or MGA firm		
13.0 Advisor Declaration and Acknowledgment	I declare that:		
	<ul style="list-style-type: none"> • I have witnessed all signatures, determined third party interests and verified identity(ies) where applicable; • I have explained the features of this plan and contents of this Application to the Owner and Annuitant(s); • I provided to the Owner and Annuitant(s) a statement of disclosure outlining the companies I represent, the fact I receive compensation for the sale of annuity products (including the possibility I may receive additional compensation in the form of bonuses, conference programs or other incentives) and any conflicts or potential conflicts of interest; • All answers provided in this Application and related forms, other than sections 11, 12 and 13 of this Application, are those of the Owner or Annuitant(s) as applicable; • I am not aware of any additional information material to the acceptance of this Application; • I understand that Empire Life will not pay compensation to Advisors who do not have a valid licence and E&O insurance on file with Empire Life for the province in which this Application was signed. 		
	Signature of Advisor (as witness to all signatures) X	Name of Advisor (please print)	
	Signature of training supervisor (where required in Quebec only) X	Date (dd/mmm/yy)	

DECLARATION, ACKNOWLEDGEMENT, AGREEMENT AND AUTHORIZATION

I declare that:

- I have read and understood the meaning and importance of all the questions, answers and statements in this Application (other than those in Section 11, 12 and 13) and any supplementary forms (collectively the "Application");
- I was present when the answers and statements about me (collectively "my Answers") were recorded in the Application. I have reviewed my Answers and confirm them to be true to the best of my knowledge and belief, and my Answers may be relied upon by Empire Life.

I understand and agree that:

- The policy applied for is a non-participating annuity;
- If I am applying for a registered contract, I request that Empire Life apply to have this policy registered as an RSP under the *Income Tax Act* (Canada) and any other applicable Act(s). This contract will be subject to the provisions of these Act(s), and in accordance with the provisions of any applicable endorsements. All payments made out of the contract will be subject to tax under the provisions of the Act(s);
- If this annuity has no guarantee period, then this annuity provides no benefits after the death of the Annuitant and, if applicable, the Joint Annuitant, on whose survival it depends. I am fully aware that the benefits applied for are payable for my lifetime only and that upon my death no payments will be made to my beneficiary or estate. I am fully aware that an annuity with a guarantee period is available. However, it is my desire to have the maximum income available during my lifetime;
- My acceptance of the policy and any endorsement to the policy will constitute acceptance of the provisions of the policy and of any modification made to this Application due to errors or omissions. I further agree that Empire Life will not be under any risk or obligation unless
 - a) the total deposit is paid, and
 - b) the policy is delivered to me;
- Any direct deposit arrangements may be terminated on 10 days' written notice beginning the day the notice is mailed either by Empire Life or by me.

Banking Authorization:

- I authorize my financial institution to honour any deposit (credit) to my account as outlined in this Application, and return to Empire Life any amount deposited to which I am not entitled.

I acknowledge that:

- I received satisfactory information concerning the product I am applying for before signing this Application and I understand that my Advisor may be paid on a commission basis;
- Empire Life will maintain the information contained in this Application and any related documents in my file. My file enables Empire Life and its employees, agents or representatives, on a continuing basis, to assess this Application, appraise the risk, assess any claim that I or my beneficiaries may make for income payments or other benefits, administer my file, answer any questions I may have about this application or my file in general, and provide me with information about my file and Empire Life products and services;

- My file will be kept at Empire Life Head Office. Empire Life may use third party service providers located outside of Canada to process and store my personal information. To access a copy of the most recent Privacy Policy, please visit the Empire Life Web site at www.empire.ca. I am entitled to consult my file and, when applicable, have it corrected. To exercise my rights, I must send written notification to: Chief Privacy Officer, Empire Life, P.O. Box 1000, Kingston, Ontario, K7L 4Y4;
- I have authorized Empire Life to collect, use and disclose personal information about me on a continuing basis for the purpose of my file. I understand that if I try to withdraw this consent, Empire Life will be unable to assess my Application or claim and issue any benefits or income payments, and may therefore cancel the policy in its sole discretion. If this occurs, neither I nor my estate will be able to exercise any rights under the policy;
- I confirm that I have been advised of the name(s) of all Advisors that have access to my personal information and have access to my policy.

I authorize:

- Empire Life, its reinsurers, employees, agents and representatives, and any other person authorized by me to collect, use and exchange personal information about me as required in order to achieve the objectives of my file;
- Empire Life to collect information from and/or disclose information to my Advisor(s) (and agency) on an ongoing basis in order to provide me with ongoing service and advice related to my file. I understand that I can change my Advisor or withdraw this authorization by writing to Empire Life;
- The Owner, beneficiary, heirs and the personal representative or liquidator of my estate to provide Empire Life, its reinsurers and their agents, with all the information and authorizations necessary to obtain the information required to appraise the claim, if I die. I also authorize Empire Life to communicate the reasons for any claim decision to the beneficiary entitled to the proceeds under the policy.

A copy of the signed Declaration, Acknowledgement, Agreement and Authorization in Section 10. I will be as valid as the original.

RATE BASIS GUARANTEE TERMS AND CONDITIONS

In requesting a Rate Basis Guarantee it is understood and agreed that:

1. The commitment to transfer funds to The Empire Life Insurance Company is irrevocable and the transfer of such funds is irreversible;
2. The application must be received by The Empire Life Insurance Company at its Head Office within two working days of the date of the annuity quotation indicated in Section 7.1, Rate Basis Guarantee, of this Application. If this Application is not received within this period, the rate basis guaranteed shall be that in effect on the date that the Application is received by The Empire Life Insurance Company;
3. If the actual amount of the transfer is at least \$7,500 but less than or equal to the estimated amount shown on the Application, the terms of this commitment remain in effect. If the actual amount of the transfer exceeds the estimated amount shown on the Application, the applicable rate basis shall be that guaranteed on this Application on the lesser of
 - a) 110% of the estimated amount, or
 - b) the estimated amount plus \$10,000

The applicable rate basis on the excess shall be that in effect on the date the transferred funds are received by The Empire Life Insurance Company; and
4. If the transfer is received within 45 days of the date this Application is signed, the terms of this rate basis guarantee will remain in effect. If the transfer is received more than 45 days after the date this Application is signed, the rate basis in effect will be the lesser of:
 - a) the rate basis guarantee, or
 - b) the rate basis in effect on the date the transfer is received by The Empire Life Insurance Company.

REGISTERED PLAN ENDORSEMENT

NOTE: THIS ENDORSEMENT ONLY APPLIES TO PLANS TO BE REGISTERED UNDER THE *INCOME TAX ACT (CANADA)*.

If you have requested that this contract be registered under the *Income Tax Act (Canada)* and any applicable provincial income tax legislation, the following provisions form part of the contract and, if applicable, override anything to the contrary within the Policy Provisions:

1. The contract may not be assigned in whole or in part;
2. In the event of the death of the Owner prior to the settlement of the contract, the proceeds will be payable in one sum;
3. The right to select a retirement income is limited to those described in Section 146(1) of the *Income Tax Act (Canada)*;
4. Annuity payments to the Owner, or to the spouse/common-law partner of the Owner shall be in the form of equal annual or more frequent periodic payments and as specified in the *Income Tax Act (Canada)*. Annuity payments may not be surrendered, commuted or assigned. However, in the event of the death of the Owner, any remaining annuity payments must be commuted and paid in one sum to the beneficiary, if other than the spouse/common-law partner. If the beneficiary is the spouse/common-law partner, payment of the annuity will continue under the terms of the settlement selected and subject to the terms of the *Income Tax Act (Canada)*;
5. Notwithstanding Section 146(2)(a) of the *Income Tax Act (Canada)*, the contract will provide for payment of an amount to an annuitant where the amount is paid to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act (Canada)*, or if applicable, any provincial act. The Company must be given proof that there is tax payable and will require return of the contract for endorsement. The refund may not exceed the commuted value of the annuity as determined by the Company at the date of calculation. If the refund is equal to or greater than the commuted value, the policy will be terminated and no further income payments will be due or payable. If the refund is less than the commuted value, the income payments will be reduced commencing with the first payment due after the date of calculation;
6. No advantage that is conditional in any way on the existence of this contract will be extended to the Owner or to a person with whom the Owner was not dealing at arm's length other than as specified in the *Income Tax Act (Canada)*; and
7. No contributions may be paid following the maturity date of the contract.

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Policies are issued by The Empire Life Insurance Company.