### CAA TERM LIFE INSURANCE PLAN

#### **DEFINITIONS**

**Age** means the Insured Person's attained age on the first Premium Due Date and each subsequent Policy Anniversary date.

**Amount of Term Life Insurance** is the amount of life insurance coverage in force, as shown on the Schedule Page of this Policy. Life insurance coverage is available in increments of \$25,000 from \$50,000 to \$1,000,000.

Critical Illness means cancer, heart attack or stroke.

**Death Benefit** means the Amount of Term Life Insurance in force on the date of death, as shown in the Schedule Page, less any Living Benefit paid and any outstanding premium due.

**Effective Date of Coverage** is the later of the date on which We receive at Our Office:

- a) A written application of insurance; and
- b) The first full premium for the insurance applied for,

if on that date the person to be insured was insurable in accordance with Our underwriting rules. The Effective Date of Coverage is outlined on the Schedule Page.

**Evidence of Insurability** is any information that We require to decide if the person to be insured is insurable, and if so, on what terms. Evidence of Insurability means the insurance application and may include, but is not limited to, medical examination(s), Physician's report(s) and blood and/or fluid tests.

In all cases We have the right to decline an application for insurance if the required Evidence of Insurability is not available or is not provided or if the person to be insured does not satisfy Our underwriting requirements for insurance under this Policy.

**First Diagnosis** means that the Insured Person has been diagnosed with a Critical Illness for the first time in his or her life.

**Grace Period** is the 30-day period following any Premium Due Date except the first, while this Policy is in force.

**Immediate Family Member** means the Insured Person's Spouse, children, parents and siblings.

**Insured Person** means a person who:

- a) Has applied and been approved for the insurance hereunder;
- b) Has paid premiums in accordance with the provisions of the Policy;
- c) At the time of application was:
  - i. A CAA Member, or the Spouse of a CAA Member;
  - ii. Resident in Canada; and
  - iii. Between ages:
    - 18 and 55 years inclusive for the 20-year term life option
    - 18 and 60 years inclusive for the 15-year term life option
    - 18 and 65 years inclusive for the 10-year term life option.

**Issue Date** means the date on which this Policy is mailed to the Owner.

**Member** means a member in good standing of the Canadian Automobile Association (CAA).

**Non-smoker** means an Insured Person who has not used any form of tobacco or tobacco cessation products in the twelve (12) consecutive months preceding the date of application for insurance for non-smoker premiums, and who meets Our health standards.

**Office** is Our office at the address shown on page 3 of this Policy. If Our address changes, We will send You written notice by mail or e-mail.

**Owner** means the applicant. The applicant is the policy owner unless and until ownership is transferred to another person or organization.

**Physician** means a legally qualified medical doctor, who is licensed in the place where he or she practices and who is practicing within the scope of his or her licensed authority. For the purposes of this Policy an Insured Person's Physician must be a person other than the Insured Person, or the Insured Person's Immediate Family Member.

Policy Anniversary means the Policy Anniversary date shown on the Summary Page.

**Premium Due Date** means the first day of the month following the Effective Date of Coverage and:

- a) the Policy Anniversary, if premiums are being paid annually; or
- b) the first day of each month, if premiums are being paid monthly.

**Qualifying Period** means the ninety (90) consecutive days immediately following the Effective Date of Coverage.

**Renewal Date** is the Policy Anniversary that falls at the end of the level-premium term after the first Premium Due Date but before the Policy termination date.

**Specialist** means a person duly qualified and legally licensed to practice medicine in Canada or the United States, and who has been trained in the specific area of medicine relevant to the covered critical illness condition for which the benefit is being claimed, and who has been certified by a specialty examining board. In the absence or availability of a Specialist, and as approved by Us, a condition may be diagnosed by a Physician.

Specialist includes, but is not limited to, cardiologist, neurologist, oncologist, and internist. The Specialist must not be a relative or business associate of the Insured Person.

**Spouse** means a person who:

- a) is legally married to the Member; or
- b) if not legally married to the Member, resides with the Member in a conjugal relationship, and has so resided for a continuous period of not less than 2 years.

We, Us and Our mean The Manufacturers Life Insurance Company (Manulife).

# **TERM OF THIS POLICY**

The initial term of this Policy is as stated on Page 1 of this Policy. At each Renewal Date, We will renew the Amount of Term Life Insurance in force under this Policy for an additional level-premium period without requesting medical Evidence of Insurability, if:

- a) all premiums have been paid when due; and
- b) the Insured Person's Age is less than the maximum issue Age.

If the Insured Person is older than the maximum issue Age, We will renew this Policy for the number of years remaining to the Policy Anniversary at which the Insured Person reaches an Age of seventy-five (75) years. For example, if the Insured Person is seventy-four (74) years old on a Renewal Date, the renewal term will be 1 year.

### **BENEFITS**

Subject to the provisions of the Policy, We will pay benefits as follows:

#### **DEATH BENEFIT**

### **Payment of Benefit**

We will pay a Death Benefit to the beneficiary when We receive at Our Office proof satisfactory to Us, that the death of the Insured Person occurred while this Policy was in force.

### **Notice and Proof of Claim**

We must receive proof of death at Our Office within twelve (12) months of the date of death. Failure to submit proof within twelve (12) months after the date of death shall not invalidate any claim if it can be shown that submission of such proof was not reasonably possible and that proof was submitted as soon as was reasonably possible.

We have the right to investigate the circumstances of the death and to require an autopsy unless prohibited by law.

Before a Death Benefit is paid, We must receive proof, satisfactory to Us:

- a) that death occurred while this Policy was in force;
- b) of the Insured Person's Date of Birth; and
- c) of the right of the beneficiary to receive any proceeds payable.

We may also require submission of this Policy.

### **CRITICAL ILLNESS BENEFIT**

# General

Subject to the exclusions outlined in this Policy, We will pay a critical illness benefit to the Insured Person upon receipt of proof, satisfactory to Us, of all of the following, within the time limits set out in this Policy:

- a) that the Insured Person has a Critical Illness;
- b) that the Critical Illness was First Diagnosed after the Qualifying Period and

- while the insurance under this Policy was in force;
- c) that at the time of First Diagnosis the Insured Person was under Age seventy-five (75); and
- d) the Insured Person has survived the First Diagnosis by at least:
  - i. For heart attack and stroke, thirty (30) days; or
  - ii. For cancer, ninety (90) days;

Provided that the critical illness benefit has not been previously paid.

#### Amount of the Benefit

The amount of the critical illness benefit is 1.5% of the Amount of Term Life Insurance that has been in force at least ninety (90) days prior to the First Diagnosis. In no event will We pay the critical illness benefit more than once. If the critical illness benefit is paid, no further benefits are payable under this benefit for the same or different Critical Illness.

#### **Covered Critical Illness Conditions**

**Cancer (Life-Threatening)** means a definite diagnosis of a tumour, which must be characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of cancer include carcinoma, melanoma, leukemia, lymphoma, and sarcoma.

The diagnosis of cancer must be made by a Specialist.

No benefit will be payable for the following:

• lesions described as benign, pre-malignant, uncertain, borderline, non-invasive, carcinoma in-situ (Tis), or tumors classified as Ta;

No benefit will be payable under this condition for the following non-life-threatening cancers:

- malignant melanoma skin cancer that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or is accompanied by lymph node or distant metastasis;
- any non-melanoma skin cancer, without lymph node or distant metastasis;
- prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;
- papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest diameter and classified as T1, without lymph node or distant metastasis;
- chronic lymphocytic leukemia classified less than Rai stage 1; or
- malignant gastrointestinal stromal tumours (GIST) and malignant carcinoid tumours, classified less than AJCC Stage 2.

#### Moratorium Period Exclusion

No benefit will be payable under this condition if, within the first ninety (90) days following the later of, the Effective Date of Coverage, or the date of last reinstatement of the Policy, the Insured Person has any of the following:

• signs, symptoms or investigations, that lead to a diagnosis of cancer (covered or excluded under the Policy), regardless of when the diagnosis is made; or

a diagnosis of cancer (covered or excluded under the Policy).

Medical information about the diagnosis and any signs, symptoms or investigations leading to the diagnosis must be reported to Us within 6 months of the date of the diagnosis. If this information is not provided within this period, We have the right to deny any claim for cancer or, any Critical Illness caused by any cancer or its treatment.

The Insured Person must survive for a period of 30 days following the date the condition is diagnosed in order for the benefit to be paid.

**Heart Attack** means a definite diagnosis of the death of heart muscle due to obstruction of blood flow that results in a rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following:

- heart attack symptoms
- new electrocardiogram (ECG) changes consistent with a heart attack, or
- development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

The diagnosis of heart attack must be made by a Specialist.

No benefit will be payable under this condition for:

- elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves, or
- ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above.

The Insured Person must survive for a period of thirty (30) days following the date the condition is diagnosed in order for the benefit to be paid.

**Stroke** (Cerebrovascular Accident) means a definite diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source, with:

- acute onset of new neurological symptoms, and
- new objective neurological deficits on clinical examination,

and persisting for more than thirty (30) days following the date of diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing. The diagnosis of stroke must be made by a Specialist.

No benefit will be payable under this condition for:

- transient ischaemic attacks; or,
- intracerebral vascular events due to trauma; or,
- lacunar infarcts which do not meet the definition of stroke as described above.

The Insured Person must survive until all of the criteria outlined in stroke above have been met in order for the benefit to be paid.

### **Exclusions**

The critical illness benefit will not be paid:

- a) for any illness, injury or symptoms other than cancer, heart attack or stroke;
- b) if any Critical Illness was existing, or First Diagnosed, prior to or within the Qualifying Period; and/or
- c) for any Critical Illness which is caused, directly or indirectly, by one or more of the following risks:
  - i. medical or surgical treatment or complications thereof;
  - ii. experimental services or treatments;
  - iii. use of new procedures or new treatments that are not approved for use in Canada or are being used for a research project;
  - iv. administration of medication or any other substance not prescribed by a Physician;
  - v. abuse of drugs or alcohol;
  - vi. suicide, attempted suicide or self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness;
  - vii. inhalation of gas or absorption of poison, whether voluntary or involuntary;
  - viii. commission or attempted commission of an offence which is a criminal offence in the jurisdiction in which it was committed; or
  - ix. any illness other than cancer, heart attack or stroke, even if such condition(s) are complicated by cancer, heart attack or stroke.

#### Submitting a Claim

We must receive notice of claim at Our Office within thirty (30) days after the date of the First Diagnosis of Critical Illness. Upon receipts of notice of claim, We will send to the claimant forms for filing proof of claim.

We must receive proof of claim at Our Office within ninety (90) days after the date of the First Diagnosis of the Critical Illness. Failure to submit proof within ninety (90) days shall not invalidate the claim if it can be shown that submission of such proof within that period was not reasonably possible and that proof was submitted as soon as was reasonably possible.

### **CAA MEMBERSHIP BENEFIT**

The CAA Membership Benefit increases the initial Amount of Term Life Insurance by 2% annually (non-compounding) for 5 years with no corresponding increase in premium. The Insured Person's ongoing CAA membership must be maintained for the increases to be considered in force at time of claim. If the Policy is renewed the increased amount will remain in force as long as CAA membership is maintained.

#### LIVING BENEFIT

### **Application for Living Benefit**

Provided that at the time of application for the Living Benefit, the Amount of Term Life Insurance has been in force for at least 2 continuous years from the Effective Date of Coverage, and the Insured Person is under seventy-three (73) years of Age, the Insured Person may apply for the Living Benefit. The application must have the written concurrence of irrevocable beneficiaries and assignees, if any.

# **Conditions for Payment of Living Benefit**

We will pay the Living Benefit during the Insured Person's lifetime and subject to the provisions of this Policy upon receipt of proof, satisfactory to Us, that the Insured Person suffers from a fatal illness with a prognosis of death within twelve (12) months, provided a diagnosis occurs prior to the Insured Person attaining Age seventy-three (73).

# **Proof Required with Application for Living Benefit**

We will require submission of the written medical opinion of a Physician demonstrating, to Our satisfaction, the prognosis of the Insured Person's death within twelve (12) months. Such medical opinion must be provided at no cost to Us.

Notwithstanding any other provisions in this Policy, the final decision on payment of the Living Benefit is reserved solely by Us.

# **Maximum Amount of the Living Benefit**

The amount of the Living Benefit will be fifty percent (50%) of the applicable Amount of Term Life Insurance in force on the Insured Person's life, up to a maximum of \$100,000.

# **Payment of the Living Benefit**

Any Living Benefit payable under this Policy will be paid directly to the Insured Person. In the event that the Living Benefit is paid, the total Amount of Term Life Insurance on the Insured Person's life will be reduced by the amount of the Living Benefit paid. We will waive the payment of premiums due under this Policy, effective the Premium Due Date on or immediately following the date on which the Living Benefit is paid.

In no event will We pay the Living Benefit more than once.

## **Limitation on New Applications**

While premiums are being waived under the Policy, the Insured Person shall not be eligible to apply for increased or new benefits for coverage under this Policy, or for Non-Smoker rates.

# **Notice and Proof of Claim**

A claim for a payment of the Living Benefit must be made in writing to Our Office. We must receive the notice of claim within thirty (30) days of the date that a claim arises.

Within ninety (90) days of the date a claim arises under the Policy, the Insured Person must provide Us with reasonable proof of the commencement of the sickness and the Insured Person's attained Age.

#### Failure to Give Notice or Proof of Claim

If the Insured Person fails to provide Us with notice of claim or proof of claim within the time prescribed in the previous subsection, notice or proof of claim may be provided if done so as soon as reasonably possible, with an explanation why it was not reasonably possible to make a claim or provide proof within the prescribed time. In all cases, proof of claim must be provided within 1 year of the date a claim arises under the Policy.

## **Proof of Claim Forms**

Within fifteen (15) days of receiving a notice of claim, We will send the Insured Person proof of claim forms. If the Insured Person does not receive the proof of claim forms within fifteen (15) days, the Insured Person must submit the proof of claim to Us in a written statement that includes the cause, nature and extent of the sickness that is the basis of this claim.

#### **PRFMIUMS**

#### General

Premiums for term life insurance in force under this Policy are based on the Amount of Term Life Insurance that the Insured Person has in force as well as the Insured Person's Age, sex, smoking status and the premium frequency chosen.

Premiums are payable in advance on or before the first day of the month following the Effective Date of Coverage and on each Premium Due Date. Premiums may be paid in accordance with the payment method selected in the application for insurance, or by any other method satisfactory to Us.

#### When Premiums Must Be Paid

In order to keep the insurance in effect, the Insured Person needs to pay his or her premiums on or before the Premium Due Date. The first premium is payable with the Insured Person's application. The first premium covers the period from the first day of the month following the Effective Date of Coverage to the next Premium Due Date. If We do not receive the first premium, or if the first premium is not honoured when first presented for payment, the Contract will not go into effect. Subsequent premiums are due on each Premium Due Date.

# **Premiums Payable for each Level-Premium Term**

The Insured Person's premium is guaranteed not to increase for the first level-premium term. Thereafter, premiums are guaranteed not to increase during each renewed level-premium term, subject to any change in the Amount of Term Life Insurance in force. Premiums at Renewal Dates are not guaranteed.

### **Premium Changes at the Renewal Date**

The Insured Person's premium will usually increase at each Renewal Date until the coverage terminates, at which time this Policy will terminate. Premiums for each renewal term will be based on the Insured Person's attained Age and the renewal rates then in effect on the Renewal Date. We will send advance notice of any premium changes to the Insured Person's address that We have on file.

#### **Grace Period**

Except for the first premium, a Grace Period of thirty (30) days is allowed for payment in full of any premium due, during which time this Policy will stay in force subject to the termination provisions of this Policy. If any premium, or any part thereof, is not paid when due, this Policy will, without any notice or act on Our part, cease to be in force and will not be in force thereafter unless the Policy is reinstated in accordance with the Reinstatement provision.

If a benefit becomes payable under the Policy during the Grace Period any premium due but unpaid will be deducted from the benefit payable. If an Insured Person dies during the Grace Period any premium due but unpaid will be deducted from the Death Benefit.

# **Method and Frequency of Premium Payments**

The Insured Person can choose to pay premiums:

- a) Monthly by pre-authorized withdrawals from his or her chequing account;
- b) Monthly or annually by charging premiums to a credit card that is acceptable to Us;
- c) Annually by cheque (made payable to "Manulife"); or
- d) By any other payment method or frequency that We make available under the Policy.

# **Conversion Option**

Before attaining Age seventy-one (71) the Insured Person may, without Evidence of Insurability, convert the life insurance on his or her life to the CAA Lifetime Protection plan. The Insured Person must apply in writing and pay the required premium within thirty-one (31) days following the Policy Anniversary date on which the Insured Person wishes to exercise this option. The application must have the written concurrence of irrevocable beneficiaries and assignees, if any.

The maximum Amount of Term Life Insurance which may be converted is the lesser of:

- a) The amount of Term Life Insurance which terminated under this Policy; and
- b) \$200,000.

The minimum amount which may be converted is the minimum amount of insurance available under the CAA Lifetime Protection plan. No waiver of premium benefit, other riders, supplementary benefits, or other term plans may be included. The new policy will be endorsed with any special provision, limitation or exclusion endorsed on this Policy.

#### **Premium**

The premium for the new policy will be calculated using:

- a) The rates then in effect for the Amount of Term Life Insurance converted; and
- b) The Age and, if applicable, the sex of the Insured Person on the issue date of the new policy.

## **Assignment and Beneficiary Designation**

Any assignment or beneficiary designation in effect immediately prior to the effective date of conversion shall continue to apply on and after the date of conversion, unless subsequently changed.

### **TERMINATION**

This Policy will terminate on the earliest of the following dates:

- a) the end of the Grace Period, after any premium due or any part thereof has not been paid;
- the Premium Due Date coinciding with or immediately following the date We receive written notice from the Insured Person requesting all or part of the insurance be cancelled. If only part of the insurance is cancelled, all or part of the Amount of Term Life Insurance with the most recent Effective Date(s) of Coverage must be cancelled first;
- c) the Policy Anniversary date the Insured Person attains Age seventy-five (75);
- d) the date on which the Amount of Term Life Insurance does not meet Our minimum requirements; or
- e) the date of the Insured Person's death.

## **Payment of Premium After Insurance Ceases**

Subject to the provisions of the Policy, if a premium is paid after insurance ceases in accordance with

the immediately preceding subsections a) through e), We are not liable for the payment of any benefits under the Policy in respect of the insurance which ceased. In that event, We will refund the amount of premium that was paid after the insurance ceased.

#### **GENERAL PROVISIONS**

#### The Contract

The Contract consists of this Policy, any documents attached to this Policy, the application for insurance, a copy of which is attached, and any amendment(s) agreed to in writing by the Insured Person and Us. We are bound only by the Contract's written terms.

A change in the Contract may be made with the written consent of the Insured Person and Us. Only Our President has the authority to waive or agree to change any of the conditions or provisions of this Policy on Our behalf.

### **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, or in the *Limitations Act*, 2002 in Ontario.

#### **How We Contact the Owner**

All notices will be sent to the Owner's address as shown in our files. It is the Owner's responsibility to advise Us of any change in the Owner's address.

#### **How To Contact Us**

Please send payments or documents to Our address shown on page three (3) of this Policy.

# Rights As An Owner

The rights as an Owner include:

- a) naming a beneficiary or beneficiaries;
- b) transferring ownership of the contract;
- c) using this Policy as security for a loan;
- d) varying the frequency of premium payments, within Our administrative limits; and
- e) cancelling the Contract as a whole or any part thereof.

The Owner must follow the Policy's terms and conditions when he or she uses any of these rights. The Owner's rights may also be limited by any applicable laws.

## Non-Waiver

If We waive or fail to insist on performance of any of the provisions of this Policy, that will not be construed as a waiver of any subsequent breach of the same provision. If We consent to or approve any act by the Owner, that will not be construed as a consent to or approval of any subsequent similar act by the Owner.

### **Applicable Jurisdiction**

The Contract shall be subject to the laws of the Canadian province or territory in which the Insured Person resided at the time of the application for insurance.

### Incontestability

In the absence of fraud, We will not contest the validity of any Amount of Term Life Insurance after it has been in force during the Insured Person's lifetime for two (2) years from the Effective Date of Coverage or from the date of the last Reinstatement. In issuing this Policy, We have relied on statements made in connection with the application. These are representations and not warranties. No statement will be used by Us to void insurance or to deny a claim unless the statement is a material misrepresentation and is part of the application.

# **Special Provisions**

If a special provision is applied to any insurance on the life of the Insured Person, the special provision will be endorsed on the Insured Person's Policy.

#### **Suicide Exclusion**

If the Insured Person commits suicide within 2 years from the Effective Date of Coverage, the amount payable by Us will be limited to the sum of the premiums paid. In the case of Reinstatement of this Policy, the 2 year period will run from the date of the last Reinstatement.

#### Reinstatement

This Policy may be reinstated within 2 years as of the due date of the first unpaid Premium. The Insured Person may reinstate this Policy by providing:

- a) a written application to Us;
- b) Evidence of Insurability satisfactory to Us, and
- c) payment of overdue premiums with interest at a rate determined by Us.

### Age and Sex

The Insured Person's Age is determined from the date of birth as provided in the application for this Policy. If an Insured Person's Age had been misstated in the application, the Amount of Term Life Insurance will be adjusted on the basis of the correct Age.

If at the Insured Person's correct Age this Policy:

- a) would not have been issued; or
- b) would have been terminated at an earlier date,

the only amount payable by Us for the period that coverage would not have been in effect will be the premiums paid for that period.

If an Insured Person's sex at birth had been misstated in the application, the Amount of Term Life Insurance and/or the premium required will be adjusted on the basis of the correct sex.

## Requesting a Change to Non-Smoker Premiums

If the Insured Person is paying smoker premiums, the Insured Person can apply to change to Non-Smoker premiums after he or she has been a Non-Smoker for twelve (12) consecutive months. If the Insured Person wishes to change to Non-Smoker premiums, please contact Us by telephone, e-mail or mail. We will tell the Insured Person what information or documents he or she needs to send to Us to request this change. If We approve the change, future premiums will be payable on a Non-Smoker basis. The change will take effect on the Premium Due Date following the date We approve the change to Non-Smoker status.

## **Misstatement of Non-Smoker Status**

A misstatement of Non-Smoker status is considered fraud. We reserve the right to void the insurance if Non-Smoker status has been misstated.

## **Currency and Place of Payment**

All payments to be made hereunder to or by Us shall be in the lawful currency of Canada. Payments to Us shall be made at Our Office or elsewhere as may be determined by Us. Payments by Us shall be made in the Applicable Jurisdiction or elsewhere if We consent.

### **Ownership**

All benefits, rights and privileges under this Policy belong to the Owner while living.

# Assignment

The Owner may assign his or her term life insurance. No assignment of this Policy will be binding on Us unless it is in writing and received by Us at Our office. We will not be responsible for the validity, effect or sufficiency of any assignment. Any absolute assignment will revoke the interest of a revocable beneficiary. Any collateral assignment will transfer the interest of the beneficiary to the assignee to the extent of the assignee's interest.

# **Beneficiary**

The right of any person to designate persons to whom or for whose benefit insurance money is to be payable is restricted to money payable in the event of death.

The beneficiary for any Death Benefit payable under this Policy shall be the Insured Person's estate unless indicated otherwise. The Insured Person may designate in writing one or more revocable or irrevocable beneficiaries to receive any Death Benefit payable under this Policy.

The Insured Person may change a revocable beneficiary or beneficiaries at any time before the Insured Person's death as permitted by any laws that apply to the Policy. A change of beneficiary appointment may be made by filing a written request in a form acceptable to Us. When it has been recorded by Us, the change will take effect as of the date the form was signed, subject to any payment made or other action taken by Us before it was recorded. An irrevocable beneficiary designation may only be changed if the irrevocable beneficiary consents to such change in writing.

Unless otherwise provided by law or the beneficiary appointment:

- a) if more than one beneficiary is designated, any Death Benefit payable will be paid in equal shares;
- b) if no beneficiary survives an Insured Person, or if none has been designated, any Death Benefit payable will be paid to the Insured Person's estate; and
- c) if a beneficiary dies before an Insured Person, and 1 or more beneficiaries will pass to the survivor, or in equal shares to the survivors.

# **Non-Participating**

This Policy is not eligible to share in Our divisible surplus. This Policy does not have any cash value and is not eligible for dividends.