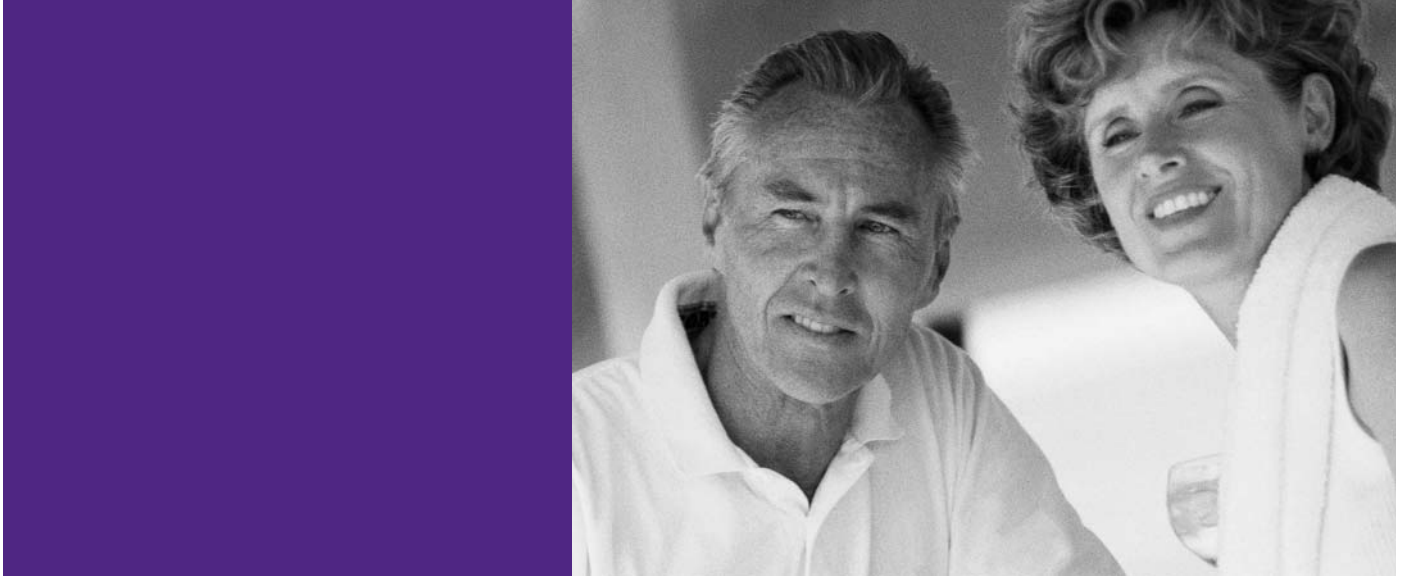




issued by Transamerica Life Canada



Annuity Policy

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

TRANSAMERICA LIFE CANADA IS THE ISSUER OF THE ANNUITY CONTRACT DESCRIBED HEREIN AND THE GUARANTOR OF THE GUARANTEES UNDER THE CONTRACT.

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managed by CI Investments Inc.



issued by Transamerica Life Canada



CI Guaranteed Investment Funds Policy

CI Guaranteed Investment Funds is a deferred life annuity contract issued by Transamerica that provides for an annuity on Contract Maturity Date. The assets invested in CI Guaranteed Invested Funds are owned by Transamerica and are segregated from its other assets.

Transamerica has appointed CI Investments Inc. to perform certain administrative and management services in connection to the Current Funds and the Contract.



1. Terms and Definitions

In this policy, “we”, “our”, “us” refers to Transamerica; “you”, “yourself” and “your” refers to the Owner;

Aggregate Fund Class Value has the meaning specified in Section 6.02 of this policy;

Annuitant means the individual upon whose life the Contract Maturity Benefit is based, and upon whose death the Death Benefit is payable. The Annuitant is selected by the Owner in the Application and may be changed in accordance with the provisions of the Contract. For non-registered plans and for a RIF (spouse only), you may designate a successor annuitant who will become the Annuitant upon the Annuitant’s death. In this case, your contract will continue and no death benefit is payable until the death of the successor annuitant.

The Annuitant must be a Canadian resident at the time the Contract is issued;

Application means the Application for Annuity Policy completed in connection with the establishment of the Contract;

Beneficiary means the person who is or the persons who are, as applicable, to receive the proceeds in the event of the death of the Annuitant, as designated in the Application or as later changed in accordance with the provisions of this policy;

Benefit Determination Amount has the meaning specified in Section 13.01 of this policy unless specifically identified as Death Benefit Determination Amount;

CI means CI Investments Inc., appointed by Transamerica to perform certain administrative and management services on its behalf in relation to the Funds and the Contract. In this policy, references to CI are references to CI acting on behalf of Transamerica unless indicated otherwise;

Class means a notional sub-account maintained for all the Units of each Fund which carry the same Guarantee Option;

Class A Contract Maturity Benefit has the meaning specified in Section 16.02 of this policy;

Class B Contract Maturity Benefit has the meaning specified in Section 16.02 of this policy;

Class A Deposit Maturity Benefit has the meaning specified in Section 14.03 of this policy;

Class B Deposit Maturity Benefit has the meaning specified in Section 14.04 of this policy;

Class Deposit Maturity Date has the meaning specified in Section 14.01 of this policy;

Class Deposit Year means, in respect of a Class, a year commencing with the Initial Class Deposit Date for such Class and commencing thereafter with each anniversary date of such Initial Class Deposit Date;

Class Deposit Year Account means a notional account into which Transamerica records all Deposits allocated to a particular Class under the Contract during a particular Class Deposit Year;

Class Deposit Year Account Value at any time means the aggregate market value of the Units of each Class Deposit Year Fund Account in respect of a Class Deposit Year Account;

Class Deposit Year Fund Account means a notional sub-account of a Class Deposit Year Account into which Transamerica records all Deposits allocated to a particular Class of a particular Fund during a particular Class Deposit Year;

Class Value at any time means, with respect to a particular Class of Units, the sum of the Aggregate Fund Class Values of such Class for all of the Funds; **(Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value);**



Definitions cont'd

Closing Decade means the ten-year period immediately prior to the Contract Maturity Date;

Contract has the meaning specified in Section 2.01 of this policy;

Contract Date means the date the Contract takes effect. The Contract takes effect on the Valuation Date coinciding with the effective date of the first Deposit under the Contract;

Contract Maturity Benefit means the aggregate of the Class A Contract Maturity Benefit and the Class B Contract Maturity Benefit;

Contract Maturity Date means for each Contract type listed below the following:

Contract Type	Contract Maturity Date
Non-registered, RSP, RIF, LIRA, LRSP, LIF and PRIF	December 31 st of the year in which the Annuitant turns 100 years of age
Newfoundland LIRA and LIF	December 31 st of the year in which the Annuitant turns 80 years of age
New Brunswick LIRA and LIF	December 31 st of the year in which the Annuitant turns 90 years of age

As a registered contract, some of the terms of the policy will be modified by the RSP, RIF, locked-in RSP, LIRA, LIF, PRIF or LRIF endorsement, as the case may be so that the Contract complies with the Tax Act and, if applicable, with certain pension legislation. Notwithstanding the foregoing, Contract Maturity Dates as described in the Contract and the applicable Information Folder shall remain unchanged.

Contract Value at any time means the sum of the Class Values of each Class of Units;

(Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value);

Current Funds means any of the segregated funds which Transamerica then makes available for the investment of Deposits under the Contract, and currently means: the CI Canadian Bond Guaranteed Investment Fund; CI Harbour Growth & Income Guaranteed Investment Fund; CI Harbour Guaranteed Investment Fund; CI International Balanced Guaranteed Investment Fund; CI Signature Select Canadian Guaranteed Investment Fund; CI Signature Canadian Balanced Guaranteed Investment Fund; CI Money Market Guaranteed Investment Fund; CI Signature Dividend Guaranteed Investment Fund; CI Signature High Income Guaranteed Investment Fund, the CI Conservative Portfolio Guaranteed Investment Fund; CI Moderate Portfolio Guaranteed Investment Fund; CI Growth Portfolio Guaranteed Investment Fund; and CI Aggressive Growth Portfolio Guaranteed Investment Fund;

Death Benefit has the meaning specified in Section 18.01 of this policy;

Death Benefit Date means the Valuation Date coinciding with or immediately preceding the earlier of (a) the date Transamerica receives written notice of the Annuitant's death, and (b) the Contract Maturity Date;

Deferred Sales Charge Method means a method for making Deposits to the Contract whereby the entire amount of premium (less any applicable premium taxes or other governmental levies, if any) is allocated to acquire Units;

Deposit means the amount of premium or premiums received by Transamerica from time to time in respect of the Contract, after deduction of any applicable sales charges and premium taxes or other governmental levies, if any, and for greater certainty does not include the dollar amount of any transfers between Funds or reclassifications of Units within the same Fund;

DSC Units means Units allocated to the Contract in the case of deposits made pursuant to the Deferred Sales Charge Method;



Definitions cont'd

Electronic Application means an application, whether the Application or a subsequent Deposit application, which is submitted electronically by a person duly authorized for that purpose by Transamerica according to the particular protocol approved by it, and

Non-electronic Application means an application which is not an Electronic Application;

Fund means any of the segregated funds which Transamerica then makes available for the investment of Deposits under the Contract, and **Funds** means more than one Fund;

Fund Class means the portion of a Fund allocated to a particular Class of Units;

Guarantee Options has the meaning specified in Article 12 of this policy;

Initial Class Deposit Date means, with respect to a particular Class: where there have been no prior Deposits to that Class, the Valuation Date coinciding with the effective date of either the first Deposit to that Class or the first reclassification of Units of the other Class as Units of that Class, whichever shall occur first; and where all Units of that Class have been surrendered or reclassified, the Valuation Date coinciding with the effective date of either the next Deposit to that Class or the next reclassification of Units of the other Class as Units of that Class, whichever shall occur first;

Initial Sales Charge Method means the method for making Deposits to the Contract whereby a sales charge is deducted from the amount of premium and paid to a licensed agent, and the remaining amount (less any applicable premium taxes or other governmental levies) is allocated to acquire Units;

Office means, for the purpose of this policy, the office of CI located at 2 Queen Street East, Twentieth Floor, Toronto, Ontario M5C 3G7 or such other address as Transamerica may notify the Owner from time to time as being office to which notices are to be sent under this policy;

Owner means the owner or owners of the Contract, as named in the Application or as changed in accordance with the provisions of this policy. The owner or owners must be Canadian residents at the time the Contract is issued;

Reset Date means the Valuation Date coinciding with or immediately following each anniversary of the Contract Date on which a new Death Benefit Determination Amount is set;

RSP Age means age 71 or any other age as defined by the *Income Tax Act* Canada;

Successor Annuitant refers to the person who will become the Annuitant when the Annuitant dies and for the purposes of the Contract will be considered the Annuitant. A Successor Annuitant can be designated while the Annuitant is living for a RIF or a non-registered contract;

Successor Owner refers to the person under whose name the Contract continues when the Owner dies as long as the Annuitant is living. In Québec, the Successor Owner is referred to as the subrogated policyholder;

Transamerica means Transamerica Life Canada;

Underlying Fund means the mutual fund or other investment fund in which a Fund invests from time to time, and **Underlying Funds** means more than one Underlying Fund;

Unit Value has the meaning specified in Section 6.03 of this policy;

Units means participation interests in either Class of one or more Funds and **Class Units** means participation interests in a particular Class of one or more Funds;

Valuation Date means a business day on which CI is open for a full day of business and on which it determines the market value of the assets of a Fund.



2. Contract

2.01 The entire contract between the parties consists of this policy (including any endorsements incorporated by reference in this policy at the time of its issue), the confirmation notice issued by CI, on behalf of Transamerica, with respect to the first Deposit received under this policy (a "Confirmation Notice"), any subsequent Confirmation Notices issued by CI, on behalf of Transamerica, the Application and any amendments to the foregoing agreed to by Transamerica in writing after the date that this policy is issued (the "Contract").

2.02 If the Contract is issued as a Retirement Savings Plan ("RSP"), Locked-in Retirement Account ("LIRA"), Locked-in Retirement Savings Plan ("Locked-in RSP"), Retirement Income Fund ("RIF"), Prescribed Retirement Income Fund ("PRIF") or Locked-in Retirement Income Fund ("LRIF") or Life Income Fund ("LIF"), the provisions of the RSP, LIRA, Locked-in RSP, RIF, LRIF, PRIF or LIF endorsement, as the case may be, override any of the provisions of this policy which are inconsistent with such applicable endorsement.

2.03 Transamerica will not be bound by any agreement, promise, proposal, representation or understanding which is not expressly contained in the Contract. Only Transamerica's President or one of its Vice-Presidents together with its Secretary has the authority to waive, amend or modify the Contract including any terms or provisions contained within it, and then only in writing. NO BROKER OR AGENT OR PERSON OTHER THAN TRANSAMERICA ITSELF IS AUTHORIZED TO WAIVE, AMEND OR MODIFY ANY OF THE TERMS OR PROVISIONS OF THE CONTRACT.

2.04 Transamerica reserves the right to amend the Contract at any time and from time to time without prior written notice to the Owner should any legislative, governmental, regulatory or judicial authority having jurisdiction change the law or impose requirements which affect the Contract. CI, on behalf of Transamerica, will provide the Owner with a copy of any amendment made pursuant to this Section 2.04.

2.05 The number of Contracts that Transamerica will issue is limited to one contract per plan type based on the life of the same Annuitant. If there is more than one Contract per plan type with the same Annuitant, Transamerica has the right to combine those Contracts into one Contract that contains identical features and options as the oldest Contract purchased (subject to availability of current funds). The plan types are as follows:

- One (1) non-registered Contract
- One (1) Retirement Savings Plan
- One (1) Spousal Retirement Savings Plan
- One (1) Locked-in Retirement Account as locked-in RSP, per governing pension board
- One (1) Retirement Income Fund
- One (1) Spousal Retirement Income Fund
- One (1) Life Income Fund, per governing pension board
- One (1) Locked-in Retirement Income Fund, per governing pension board
- One (1) Prescribed Retirement Income Fund, per governing pension board

2.06 In order to make a deposit or issue a policy, the maximum age which the Annuitant can be as of December 31st of the year in which the deposit is made or the policy issued is outlined in the chart below:

Contract Type	Age of Annuitant
Non-registered	80
RSP, Locked-in RSP or LIRA	71
RIF, LRIF, PRIF or LIF	80
Newfoundland LIF	70



3. Contract Date

The Contract takes effect on the Contract Date. It is the Valuation Date coinciding with the effective date of the first deposit as shown on the first Confirmation.

4. Deposits

4.01 Subject to Transamerica's then current deposit and other administrative rules and any legislative or regulatory requirements, a Deposit or Deposits may be made under the Contract at any time before the commencement of the Closing Decade and the date of death of the Annuitant, whichever shall occur first. Subject to such rules and requirements, the Owner may elect to make a Deposit according to either the Initial Sales Charge Method or the Deferred Sales Charge Method.

4.02 Premiums received by CI, on behalf of Transamerica, under the Contract will be reduced by:

- (a) any sales charge payable in respect of a premium made pursuant to the Initial Sales Charge Method; and
- (b) any premium taxes and other governmental levies with respect to such amount.

4.03 Subject to Transamerica's then current administrative rules and any legislative or regulatory requirements, a Deposit may be allocated to Class A Units or Class B Units or Class A and Class B Units in one or more Funds. Subject to Transamerica's then current deposit and other administrative rules and any legislative or regulatory requirements, Deposit(s) specified in the Application will be allocated by CI, on behalf of Transamerica, according to the

selection made in such Application and subsequent Deposits will be allocated in accordance with duly completed authorizations and directions.

4.04 CI, on behalf of Transamerica, shall have the right to refuse to accept any Deposit according to Transamerica administrative rules in effect at the time it receives the Deposit from the contributor. In addition, CI, on behalf of Transamerica, shall have the right to refund any Deposit previously accepted within 90 days of receipt.

4.05 In the case of Non-electronic Applications, if the applicable Deposit is received and accepted by CI, on behalf of Transamerica, at or prior to 4:00 p.m. (Eastern time) on a Valuation Date, then Units will be allocated to the Contract based on the applicable Unit Value in effect on such date (such date being the effective date of that Deposit). In the case of Non-electronic Applications, if the applicable Deposit is received and accepted after 4:00 p.m. (Eastern time) on a Valuation Date, then Units will be allocated to the Contract based on the applicable Unit Value in effect on the next Valuation Date (such date being the effective date of that Deposit). If CI, on behalf of Transamerica, receives such a Deposit on a day which is not a Valuation Date, then the Deposit will be deemed to have been received on the next Valuation Date, and the time of receipt will be prior to 4:00 p.m. (Eastern Time) on such date.



Deposits cont'd

4.06 In the case of Electronic Applications, if the applicable Application or subsequent Deposit application is received and approved by CI, on behalf of Transamerica, at or prior to 4:00 p.m. (Eastern time) on a Valuation Date, then Units will be allocated to the Contract based on the applicable Unit Value in effect on such date (such date being the effective date of that Deposit). In the case of Electronic Applications, if the applicable Application or subsequent Deposit application is received and approved after 4:00 p.m. (Eastern time) on a Valuation Date, then Units will be allocated to the Contract based on the applicable Unit Value in effect on the next Valuation Date (such date being the effective date of that Deposit). If CI, on behalf of Transamerica, receives such an Application or subsequent Deposit application on a day which is not a Valuation Date, then the Application or subsequent Deposit application, as the case may be, will be deemed to have been received on the next Valuation Date, and the time of receipt will be prior to 4:00 p.m. (Eastern time) on such date.

If the total amount of the Deposit and all necessary documents are not received by CI, on behalf of Transamerica, within three business days of the effective date of the Deposit (or such earlier period as CI, on behalf of Transamerica, may designate at any time and from time to time), CI, on behalf of Transamerica, will be deemed to have received and accepted on the next business day a surrender request for the equivalent number of Units. If the surrender proceeds exceed the amount of the applicable Deposit, then the excess will be retained by the applicable Fund.

4.07 If the Initial Sales Charge Method applies, then a sales charge will be deducted from the amount of premium. The remaining amount (less any premium taxes or other governmental levies) will be divided by the Unit Value on the effective date of the Deposit of such Fund Class to which the Deposit is to be allocated to determine the number of Units of the Fund Class which will be allocated to the Contract. The maximum sales charge for all Funds is 5% of the total amount received.

4.08 If the Deferred Sales Charge Method applies, then the entire premium (after deducting any premium taxes or other governmental levies) will be divided by the Unit Value on the effective date of the Deposit of each Fund Class to which the Deposit is to be allocated to determine the number of Units of the Fund Class which will be allocated to the Contract. Transamerica may at any time, in its sole discretion, cancel the Deferred Sales Charge Method.

Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value

4.09 The minimum initial Deposit required is \$500.00 for each Class of each Fund to which the Deposit is to be allocated (\$1,000.00 for the CI Money Market Guaranteed Investment Fund). Each subsequent Deposit to such Class of such Fund must be at least \$100.00 if made by cheque or \$50.00 if made by pre-authorized chequing (PAC) plan.

No more than \$500,000 may be contributed to your contract in one (1) calendar year without our prior written consent.

Transamerica reserves the right to make changes, additions or deletions to these rules from time to time.



5. Assets of the Funds

The assets of the Funds are owned by Transamerica and are segregated from Transamerica's other assets. The Funds are not separate legal entities. Each Fund is notionally divided into Classes only for the purpose of allocating costs of the respective Guarantee Options among Unitholders of the Fund. The assets of a Fund are not partitioned, notionally or otherwise, between Classes. Each Class is divided into Units which are attributed to individual Contracts only for the purpose of determining benefits under those Contracts.

Accordingly, a Unit is a notional concept only and the Owner acquires no direct claim on or property interest in the Units of the Fund Class. The Owner has no right to direct the investment of assets in any Fund. The Owner is not a member or shareholder of Transamerica and has no voting rights arising from a Contract or the attribution of Units to a Contract. As well, the Owner is not a unitholder in any Underlying Fund and, accordingly, acquires no right or interest in any such Underlying Fund.

6. Value of Fund Class Units

6.01 Each Fund Class is valued at 4:00 p.m. (Eastern Time) on a Valuation Date. Generally, the investments of the Funds including the investments in the Underlying Funds, other than money market instruments, are valued at prices determined by the markets in which they trade. Investments in money market instruments are valued at their cost of acquisition adjusted by a constant amortization to maturity of any discount or premium.

6.02 The "**Aggregate Fund Class Value**" of a Fund Class on any Valuation Date means the aggregate market value of the assets of the Fund underlying such Fund Class after deducting all of the liabilities of such Fund Class (including, without limitation, insurance fees and other expenses specific to that Fund Class and its proportionate share of all other liabilities of the Fund at such time which are not specific to the other Fund Class, such proportionate share to be based on the Aggregate Fund Class Value of each Fund Class on the previous Valuation Date).

6.03 The "**Unit Value**" of a Fund Class on a Valuation Date means the amount obtained when the Aggregate Fund Class Value of such Fund Class on such date is divided by the number of Units in such Fund Class on the previous

Valuation Date. The Unit Value of a Fund Class remains in effect until the next Valuation Date. The number of Units in any Fund Class includes fractions.

6.04 For each Fund, the net income and capital gains from the Fund's assets will be retained within that Fund, and will increase the value of the Units in each Fund Class of such Fund. For each Fund, the net losses from the Fund's assets will decrease the value of Units in each Fund Class of such Fund. Such net income, capital gains and net losses will be apportioned between the two Classes of the Fund on the basis of the Aggregate Fund Class Value of each Fund Class on the previous Valuation Date.

6.05 CI, on behalf of Transamerica, reserves the right to increase the number of Units by splitting each existing Unit into two or more Units, thus reducing the value of each Unit proportionately. Conversely, the number of existing Units may be reduced by combining two or more of the existing Units. In no event will the Class Value of the Fund Class or the Contract Value of the Contract be affected by such increase or decrease in the number of Units allocated to the Class or the Contract. In addition, CI on behalf of Transamerica, reserves the right to merge any Fund under



Value of Fund Class Units *cont'd*

this Contract with any one or more Fund(s) under this Contract or any other Fund issued by Transamerica. The merger will be subject to the provisions of the CLHIA Guidelines on Individual Variable Insurance Contracts in effect at the time of the merger.

- 6.06 CI, on behalf of Transamerica, may cause the Funds to be valued on a less frequent basis provided that in no event will a Fund be valued less frequently than monthly. You will be notified of the change. A reduction in frequency of valuation

constitutes a fundamental change and accordingly is subject to the terms of the Individual Variable Insurance Contracts Guidelines.

Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value

7. Charges and Fees

- 7.01 Each Fund Class is responsible for paying its insurance fees and each Underlying Fund is responsible for paying its management fees. The combined fees of a Fund Class are the sum of (i) the insurance fee of the Fund Class and (ii) a proportionate share (based on the Aggregate Fund Class Value of each Fund Class on the previous Valuation Date) of the management fee of the Underlying Fund. The insurance fee payable by a Fund Class is computed by multiplying the average daily net asset value of each Fund Class by the relevant rate related to the insurance fee. There is no duplication in the insurance fees, management fees and sales charges of the Fund Classes and the Underlying Funds. Transamerica reserves the right to change from time to time, the insurance fee applicable to any Fund. If the change is within the insurance fee limit outlined in the then current information folder, Transamerica shall give the Contract Owner 30 days prior written notice. If the change in insurance fee is in excess of the insurance fee limit, the increase will be subject to the provisions of the fundamental change rights provision of the CLHIA Guidelines on Individual Variable Insurance Contracts in effect at the time of the change. Transamerica further reserves the right to change from time to time, the management fee applicable to any Fund in accordance with the provisions of the CLHIA Guidelines on Individual Variable Insurance Contracts in effect at the time of the change.

- 7.02 In addition to the fees payable to Transamerica pursuant to Section 7.01 of this policy, each Fund Class and each Underlying Fund is responsible for paying its own organizational, administrative and operating expenses. Where any such expenses are incurred on behalf of one Class of Units only, they shall be paid at the Fund Class level. Where they are incurred on behalf of both Classes of Units, they shall be apportioned between the Classes on the basis of the Aggregate Fund Class Value of each Fund Class on the previous Valuation Date.

- 7.03 The charges and fees described in Sections 7.01 and 7.02 of this policy are calculated and accrued daily and paid to Transamerica daily or monthly by transferring the amount of such charges and fees from each Fund or Fund Class to Transamerica's general fund.

- 7.04 Transamerica may charge you a short term trading fee of 2% of the total amount that you surrender or transfer if you sell your Units within 30 days of purchase or transfer (the "Short-Term Trading Fee"). This fee does not apply to the CI Money Market Guaranteed Investment Fund or to automated/systematic transactions. This Short Term Trading Fee is in addition to other fees that you may be subject to under this contract. It constitutes a withdrawal under the Contract and will reduce the Benefit Determination Amount. Furthermore, a withdrawal is considered a disposition for tax purposes and may incur a capital gain or loss to the Owner.



8. Transfers and Fund Availability

- 8.01 Subject to Transamerica's then current administrative rules as well as any applicable charges and fees, the Owner may, at any time and from time to time before the Contract Maturity Date, request in writing a cancellation of some or all of the Units to the Contract's credit in one or more Fund Classes, and the allocation of the value of such Units to Units of the same Class of another Fund or Funds then available.
- 8.02 The transfer has no impact on the Benefit Determination Amount, except that any applicable transfer is considered a surrender fee and will proportionately reduce the Benefit Determination Amount.
- 8.03 At any time before the Contract Maturity Date and subject to Transamerica's then current administrative rules and applicable charges and fees, you may request that DSC Units (including the 10% free surrenders) be changed to ISC Units and vice versa. An exchange of DSC Units to ISC Units and vice versa will not be processed as a transfer but as a surrender of the originating units and a deposit of the resulting units. This transaction will impact the Benefit Determination of your Contract and the Deposit Maturity Date.
- 8.04 If the request to transfer is received in good order by CI, on behalf of Transamerica, at or prior to 4:00 p.m. (Eastern time) on a Valuation Date, then the value of the Units cancelled in a Fund Class to effect such a transfer will be based on the Unit Value of that Fund Class in effect on such date (such date being the effective date of that transfer). If the request to transfer is received in good order by CI, on behalf of Transamerica, after that time, then the value of the Units cancelled in a Fund Class will be based on the Unit Value of that Fund Class in effect on the next Valuation Date (such date being the effective date of that transfer). Notwithstanding the foregoing, fund transfers may be delayed in exceptional cases where it is not practical to dispose of assets held in a Fund or it would be unfair to other Owners.
- 8.05 The number of Units acquired in a Fund Class upon a transfer between Funds will be equal to the amount allocated to the new Fund Class divided by the Unit Value of that new Fund Class in effect on the Valuation Date coinciding with the effective date of the transfer.
- 8.06 DSC Units will continue to be subject to surrender fees at the same rates set forth in Section 10.06 of this policy based on the effective date of Deposit of the original DSC Units.
- 8.07 Transamerica reserves the right to discontinue any of the Funds at any time, by giving the Owner written notice of Transamerica's intent to discontinue the Fund at least 60 days in advance. During the notice period, the Owner shall not deposit or transfer funds to the Guaranteed Investment Fund designated as discontinued. In such case, CI, on behalf of Transamerica, will automatically cancel the Units to the Contract's credit in both Classes of any Fund being discontinued and allocate the value of such Units to acquire Units in the same Class or Classes of another Fund. The written notice to the Owner will specify the Fund or Funds which will no longer be available, the Fund in which Transamerica proposes to acquire Units, and the date this automatic Fund transfer is to be effective. The value of the Units cancelled and the number of Units acquired will be based on the Unit Value of the particular Fund Classes in effect on the Valuation Date coinciding with or next following the date of the automatic transfer. At any time before the automatic transfer date specified in the notice, the Owner may request in writing that CI, on behalf of Transamerica, effect an alternative Fund transfer in accordance with this provision.
- 8.08 Transamerica reserves the right to designate that any Fund will no longer be available for new Deposits or for transfers to such Fund, by giving Owners written notice of Transamerica's intent to do so at least 60 days in advance. During the notice period, the Owner shall not deposit or transfer new funds to the Fund designated as no longer available for new deposits or transfers, except for deposits and transfers received within 10 days of the notice date. This right shall not operate or be construed so as to limit any other right Transamerica has under the terms of the Contract.
- 8.09 We may open new Funds or re-open Funds previously closed for new deposits or transfers.
- Any amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value.**



9. Large Total Value Contracts Rule

Large total value contracts are a group of Contracts (or a single contract) that have the same Annuitant and a total value of the units invested in the contract or contracts that exceeds \$2,000,000. If these conditions are satisfied, then the large total value contracts rule applies.

The large total value contracts rule provides that if you wish to make an additional deposit or fund transfer subsequent to meeting these conditions for the large total value contracts, any funds above the applicable threshold as set out above must be re-allocated by you to investments that will achieve the following diversification standards:

Money Market GIFs:

up to 100% of the excess can be invested in these funds

Fixed Income GIFs:

up to 100% of the excess can be invested in these funds

GIF Portfolios:

up to 30% of the excess can be invested in these funds

Asset Allocation Index GIFs:

up to 30% of the excess can be invested in these funds

Canadian Equity GIFs:

up to 30% of the excess can be invested in these funds

U.S. Equity GIFs:

up to 30% of the excess can be invested in these funds

Global GIFs:

up to 30% of the excess can be invested in these funds

We reserve the right to change or modify the large total value contracts rule from time to time.



10. Surrenders

10.01 Subject to Transamerica's then current administrative rules as well as any applicable charges and fees, and subject to any applicable legislative or regulatory requirements including those applicable where the policy is issued as a LIRA, Locked-in RSP, LRIF, PRIF or LIF, the Owner may, while the policy is in force and the Annuitant is living, request effect a full or partial surrender of the Contract for cash by requesting in writing that Transamerica, or CI on behalf of Transamerica, surrender the whole or any portion of the Units to the Contract's credit in one or more of the Funds, at any time before the Contract Maturity Date. Surrenders, including but not limited to the 10% free withdrawal, will proportionately reduce the Benefit Determination.

10.02 Upon a surrender, CI, on behalf of Transamerica, will pay to the Owner the portion of the Contract Value represented by the Units surrendered to effect the requested surrender less any fee for early surrender in the case of DSC Units, any other unpaid administrative fees and charges owed by the Owner to Transamerica, or CI, on behalf of Transamerica, and any taxes which may be required by law to be withheld.

10.03 If the request for a surrender is received in good order by CI, on behalf of Transamerica, at or prior to 4:00 p.m. (Eastern time) on a Valuation Date, then the value of the Units surrendered from a Fund Class will be based on the Unit Value of that Fund Class in effect on such date (such date being the effective date of that surrender). If the request for a surrender is received in good order by CI, on behalf of Transamerica, after that time, then the value of the Units surrendered from a Fund Class will be based on the Unit Value of that Fund Class in effect on the next Valuation Date (such date being the effective date of that surrender). Notwithstanding the foregoing, surrenders may be delayed in exceptional cases where it is not practical to dispose of assets held in a Fund or it would be unfair to other Owners.

Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value.

10.04 CI, on behalf of Transamerica, will make the payment within ten (10) days following the effective date of the surrender. CI, on behalf of Transamerica, reserves the right to delay the payment of any amounts otherwise payable pursuant to Section 14.07 of this policy by up to six (6) months following the effective date of the surrender. If CI, on behalf of Transamerica, delays payment for more than thirty (30) days, then Transamerica, or CI on its behalf, will pay the Owner or other eligible recipient interest from the effective date of the

surrender at a rate to be determined by CI, on behalf of Transamerica, from time to time.

10.05 Subject to any applicable legislative or regulatory requirements including those applicable where the policy is issued as an RSP, LIRA, Locked-in RSP, RIF, LRIF, PRIF or LIF, if, at any time, the Benefit Determination Amount is less than \$500.00, Transamerica, or CI on its behalf, has the right to surrender all of the Units to the Contract's credit and terminate the Contract. When, CI, on behalf of Transamerica, exercises this right, the Benefit Determination Amount less any fee for early surrender in the case of DSC Units, any other unpaid administrative fees and charges owing by the Owner to Transamerica, or CI on behalf of Transamerica, and any taxes which may be required by law to be withheld, will be paid to the Owner in cash.

Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value

10.06 Subject to Section 10.07 of this policy, surrenders of DSC Units from a particular Fund made during the applicable surrender fee period will be subject to a fee for early surrender. A surrender fee period commences in respect of each Deposit on the effective date of such Deposit. The fee for early surrender will be calculated as a percentage of the value of the DSC Units surrendered, based on the Unit Values on the effective date of Deposit and based on the deposit year in which they are surrendered, as set forth below:

Period during which surrender occurs, calculated from the effective date of Deposit	Fee for early surrender as a percentage of the original value of DSC Units surrendered
1st Year	5.5%
2nd Year	5.0%
3rd Year	5.0%
4th Year	4.0%
5th Year	4.0%
6th Year	3.0%
7th Year	2.0%
Thereafter	0.0%



Surrenders cont'd

10.07 The Owner can defer the payment of fees for early surrender on some of the DSC Units surrendered. Currently, the maximum number of DSC Units that may be surrendered in each calendar year without paying any fees for early surrender at the time of surrender is computed by the following formula:

10% of the number of DSC Units allocated to a Fund Class in the current calendar year	x	the number of months remaining in the calendar year including the month of allocation <hr style="width: 50%; margin: 0 auto;"/> 12	+	10% of the number of DSC Units which the Owner held in the Fund Class on December 31 of the preceding year
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In other words, no fees are payable for early surrender if the number of DSC Units during any calendar year plus 10% of DSC Units held in a Fund Class on December 31 of the preceding year do not exceed 10% of the DSC Units in a Fund Class. However, any amount in excess of 10% of DSC Units allocated to the Fund Class in the current calendar year plus 10% of DSC Units held to the credit of the Fund Class on December 31 of the preceding year will be subject to the withdrawal fee.

However, when DSC Units are surrendered without paying fees for early surrender as set out above, for the purpose of computing future fees for early surrender, the cost attributable to the remaining DSC Units in the Fund Class is increased pro rata among the remaining DSC Units in that Fund Class by the cost of the surrendered DSC Units in that Fund Class. As a result, the Owner will pay a higher fee for early surrender in respect of DSC Units in a calendar year in excess of those permitted to be surrendered without a fee under this privilege.

Under this privilege, any number of surrenders up to the annual 10% limit per Fund Class will be permitted in any calendar year without a fee for early surrender but the right is not cumulative and cannot be carried forward to future calendar years.

10.08 All amounts to be surrendered or otherwise withdrawn for any reason whatsoever from the Funds will be withdrawn in the amount or amounts and from the Fund Class or Classes designated by the Owner in writing. Any allocation for withdrawals among Fund Classes designated by the Owner in writing including, without limitation, any allocation made in the Application, will continue in full force and effect and will apply to all future withdrawals made under the Contract until CI, on behalf of Transamerica, receives a subsequent duly completed direction. Subject to the foregoing, DSC Units will be surrendered on a "first-in, first out" basis (i.e., the first such Unit allocated to the Contract will be surrendered first, then the second such Unit, and so on).

10.09 If for any reason CI, on behalf of Transamerica, is not able to fully process any particular withdrawal including, without limitation, for the reason that the Owner has not specified the particular Fund Class or Classes from which the withdrawal is to be made or, although the Owner has specified such source of the withdrawal, the value of the Units to the Contract's credit in the particular Fund Class or Classes is insufficient to make the withdrawal, then CI, on behalf of Transamerica, will return to the Owner the request for withdrawal so that it may be revised.

This Section and Section 10.08 apply to any surrenders made in respect of the Contract including, without limitation, those made in respect of scheduled income payments, if any, and any other partial surrenders.

10.10 The Contract will be cancelled if the Owner requests the surrender of all the Units in all the Funds in the Contract.

Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value.



11. Guaranteed Benefits and Fund Classes

- 11.01 Each Fund shall be available in two Classes of Units. Class A Units of a Fund shall be allocated to Owners who choose the 100/100 Guarantee Option with respect to a particular Deposit, or portion of a Deposit, made to that Fund. Class B Units of a Fund shall be allocated to Owners who choose the 75/100 Guarantee Option with respect to a particular Deposit, or portion of a Deposit, made to that Fund. The Owner may allocate part of each Deposit to Class A Units of one or more Funds and the balance of the Deposit to Class B Units of one or more Funds. The Owner may choose to allocate Deposits to different Class of Units for each particular Fund at the time of each Deposit.
- 11.02 CI, on behalf of Transamerica, will allocate all of the Deposits the Owner makes to the Contract to Class A Deposit Year Accounts or Class B Deposit Year Accounts in accordance with the Owner's instructions. For any Class of Units to which the Owner allocates all or a portion of the initial Deposit, the Class Deposit Year in respect of which CI, on behalf of Transamerica, will maintain a Class Deposit Year Account is the period that begins with the Contract Date and ends on the day before the anniversary date of the Contract Date. Subsequent Class Deposit Years for such Class or Classes begin on the anniversary of the Contract Date and end on the day before the next anniversary of the Contract Date.
- 11.03 If all of the initial Deposit is allocated to a particular Class of Units, CI will establish a separate Class Deposit Year Account for the other Class of Units at the time of the first Deposit which is allocated to Units of that other Class. The Class Deposit Year for that other Class in respect of which CI, on behalf of Transamerica, will maintain a separate Class Deposit Year Account is the period that begins with the Valuation Date coinciding with the effective date of the first Deposit to such Class and ending on the day before the anniversary date of such Valuation Date. Subsequent Class Deposit Years for such Class begin on the anniversary of such Valuation Date and end on the day before the next anniversary of each Valuation Date.
- 11.04 The Class Deposit Year Accounts are notional concepts that allow CI, on behalf of Transamerica, to keep track of Deposits. Guaranteed benefits under the Contract are calculated based on Class Deposit Year Accounts.
- 11.05 Transamerica reserves the right to designate that any of the Fund Classes will no longer be available for new Deposits or for transfers or reclassifications to the designated Fund Class by giving Owners written notice of Transamerica's intent to do so at least 60 days in advance. During the notice period, the Owner shall not deposit or transfer new funds to the Fund designated as no longer available for new deposits or transfers, except for deposits and transfers received within 10 days of the notice date. This right shall not operate or be construed so as to limit or restrict any other right that Transamerica has under the terms of the Contract. Transamerica reserves the right to offer Funds introduced after September 1, 2001 in Units of one Class only.



12. Guarantee Options

12.01 Class A Units of a Fund or Funds provide the Owner of such Units with a **100/100 Guarantee Option** which is comprised of the following three Guarantee Benefits:

Deposit Maturity Guarantee: 100% of the Owner's total Deposits allocated to the maturing Class A Deposit Year Account (less a proportionate market value reduction for withdrawals, including the 10% free surrender and applicable fees) are guaranteed on a Class A Deposit Maturity Date in the manner set out under "Class Deposit Maturity Benefit" in Article 14.

Contract Maturity Guarantee: The aggregate of 100% of the Owner's Deposits allocated to each Class A Deposit Year Account (less a proportionate market value reduction for withdrawals, including the 10% free surrender and applicable fees) are guaranteed on the Class Contract Maturity Date in the manner set out under "Contract Maturity Benefit" in Article 16.

Death Guarantee: The aggregate of 100% of the Owner's Deposits allocated to each Class A Deposit Year Account (less a proportionate market value reduction for withdrawals, including the 10% free surrender and applicable fees) are guaranteed on the Death Benefit Date in the manner set out under "Death Benefit" in Article 18.

12.02 Class B Units of a Fund or Funds provide the Owner of such Units with a **75/100 Guarantee Option** which is comprised of the following three Guarantee Benefits:

Deposit Maturity Guarantee: 75% of the Owner's total Deposits allocated to the maturing Class B Deposit Year Account (less a proportionate market value reduction for withdrawals, including the 10% free surrender and applicable fees) are guaranteed on a Class B Deposit Maturity Date in the manner set out under "Class Deposit Maturity Benefit" in Article 14.

Contract Maturity Guarantee: The aggregate of 75% of the Owner's Deposits allocated to each Class B Deposit Year Account (less a proportionate market value reduction for withdrawals, including the 10% free surrender and applicable fees) are guaranteed on the Contract Maturity Date in the manner set out under "Contract Maturity Benefit" in Article 16.

Death Guarantee: The aggregate of 100% of the Owner's Deposits allocated to each Class B Deposit Year Account (less a proportionate market value reduction for withdrawals, including the 10% free surrender and applicable fees) are guaranteed on the Death Benefit Date in the manner set out under "Death Benefit" in Article 18.



13. Benefit Determination Amount

13.01 **"Benefit Determination Amount"** in respect of a Class Deposit Year Account means, on the first Valuation Date of such Class Deposit Year, the aggregate of all Deposits allocated to such Class Deposit Year Account as of such date, and on any subsequent Valuation Date, means the amount determined as at such time in accordance with the following formula:

$$(A + B) - C$$

WHERE:

- A** is the Benefit Determination Amount in respect of such Class Deposit Year Account on the previous Valuation Date;
- B** is the aggregate of all Deposits allocated to such Class Deposit Year Account since the previous Valuation Date;
- C** is the aggregate of all amounts each of which is determined in accordance with the following formula in respect of each payment, Short-Term Trading Fee, surrender or other withdrawal or reclassification allocated (on a "first-in, first-out" basis) to such Class Deposit Year Account since the previous Valuation Date:

$$A \times \frac{D}{E}$$

D is the aggregate market value of the Units of such Class Deposit Year Account surrendered to effect the withdrawal or reclassification, determined by multiplying for each applicable Fund Class, the applicable Unit Value of the Fund Class on the subject Valuation Date by the applicable number of Units of such Fund Class withdrawn or reclassified from such Fund Class; and

E is the Class Deposit Year Account Value of such Class Deposit Year Account immediately prior to the withdrawal or reclassification.

13.02 Transfers between Funds within the same Class will be deemed not to affect the Benefit Determination Amount except for the proportionate reduction in the Benefit Determination Amount in respect of the Short-Term Trading Fee, if any.

13.03 For each Deposit Maturity Date,

(a) if the 100/100 Guarantee Option is chosen, the Benefit Determination Amount will in no event be less than 75% of the amount by which $(A + (100\% \text{ of } B))$ exceeds C; or

(b) if the 75/100 Guarantee Option is chosen the Benefit Determination Amount will in no event be less than the amount by which $(A + (75\% \text{ of } B))$ exceeds C. Furthermore, for the Class B Deposit Maturity Guarantee and the Class B Contract maturity Guarantee, no deduction will be made for any sales charges under the initial sales charge option when calculating the Benefit Determination Amount.

Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value



14. Class Deposit Maturity Benefit

- 14.01 A **"Class Deposit Maturity Date"** is the date on which (a) a Class Deposit Maturity Benefit is applicable; and (b) the Benefit Determination Amount for purposes of calculating the Death Benefit (the "Death Benefit Determination Amount") will be determined. Each Class Deposit Year Account of the Contract will be deemed to have a Class Deposit Maturity Date which will occur on the tenth anniversary of the beginning of the Class Deposit Year associated with such Account unless the Class Deposit Maturity Date would occur within 10 years of the Contract Maturity Date, in which case the Class Deposit Maturity Date will occur on the Contract Maturity Date. All Deposits allocated to a specific Class Deposit Year Account will be deemed to have the same Class Deposit Maturity Date. The first Class Deposit Maturity Date for each Class is the tenth anniversary of the Initial Class Deposit Date for such Class.
- 14.02 Transamerica reserves the right not to re-deposit a Deposit on the Deposit Maturity Date. In this case, subject to Transamerica's then current administration rules and any applicable regulatory requirements, Transamerica will pay the Class Deposit Maturity Benefit less any applicable charges and taxes.
- 14.03 The **"Class A Deposit Maturity Benefit"** in respect of a Class A Deposit Year Account is equal to the greater of:
- (a) the Class Deposit Year Account Value in respect of such Class A Deposit Year Account at the Class Deposit Maturity Date of such Class A Deposit Year Account; and
 - (b) 100% of the Benefit Determination Amount of such Class A Deposit Year Account at such time.
- 14.04 The **"Class B Deposit Maturity Benefit"** in respect of a Class B Deposit Year Account is equal to the greater of:
- (a) the Class Deposit Year Account Value in respect of such Class B Deposit Year Account at the Class Deposit Maturity Date of such Class B Deposit Year Account; and
 - (b) 75% of the Benefit Determination Amount of such Class B Deposit Year Account at such time.

The amount, if any, by which 100% of the applicable Benefit Determination Amount in the case of Class A Deposit Maturity Date or 75% of the Benefit Determination Amount in the case of a Class B Deposit Maturity Date, exceeds the applicable Class Deposit Year Account Value, is called the "top-up benefit".

Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value.

14.05 On a Class Deposit Maturity Date, the Owner may either request a cash payment of or re-deposit the Class A or a Class B Deposit Maturity Benefit subject to section 14.02. Unless Transamerica has received the Owner's written direction requesting a cash withdrawal prior to the Class Deposit Maturity Date, the Class A or Class B Deposit Maturity Benefit will be automatically re-deposited subject to section 14.02. If the cash payment is requested, deductions will be made for applicable taxes and charges, if any. Any cash payment(s) will also proportionally reduce the Benefit Determination Amount

14.06 In re-depositing the Class Deposit Maturity Benefit, CI, on behalf of Transamerica will on the first Valuation Date immediately following the Class Deposit Maturity Date (a) withdraw all the Units of the Class A or Class B Deposit Year Account that has reached the Class Deposit maturity date (the "Matured Deposit Year Account") and close the Matured Deposit Year Account; and (b) deposit the Class A or Class B Deposit Maturity Benefit in accordance with section 14.07.

14.07 (a) The Class A or Class B Deposit Maturity Benefit, excluding the top-up benefit, will be re-deposited into the same Guaranteed Investment Fund unit allocations applicable to the Maturing Deposit Year Account.

(b) CI on behalf of Transamerica will deposit the top-up benefit, if any, into the CI Money Market Guaranteed Investment Fund into Units of the same class of the CI Money Market Guaranteed Investment Fund opened in the Owner's name at no fee. If the CI Money Market Guaranteed Investment Fund is not available at that time, CI, on behalf of Transamerica will then deposit the top-up benefit in another Guaranteed Investment Fund of its choice.

(c) The Matured Deposit Year Account from which the re-deposit originates will subsequently expire.

(d) The Deposit Maturity Benefit that is re-deposited will constitute a new Deposit to a new Deposit Year Account except that such amounts will not be subject to any sales charges.

The Class Deposit Maturity Benefit that is re-deposited will constitute a new Deposit to a new Deposit Year Account except that such amounts will not be subject to any sales charges. The "old" Policy Year Account from which the re-deposited amount originates will disappear. As with the initial Deposit, this new Deposit will be used to calculate the Class Deposit Maturity Benefit and the Death Benefit for subsequent ten-year periods.



15. Death Benefit Determination Amount on Deposit Maturity Date

- 15.01 On each Deposit Maturity Date the policy is in force, Transamerica, will calculate the Death Benefit Determination Amount. The formula applicable to the calculation of the Benefit Determination Amount continues to apply for purposes of calculating the Death Benefit Determination Amount.
- 15.02 Transamerica, will determine the Death Benefit Determination Amount on the basis of the Class Deposit Maturity Benefit as determined in section 14. Therefore, on each Class Deposit Maturity Date that the Contract is in force, the Death Benefit Determination Amount for Class A and Class B Units will be 100% of the Class Deposit Maturity Benefit on such Class Deposit Maturity Date.

**RESIDENTS OF QUEBEC AND PROSPECTIVE CLIENTS APPLYING IN QUEBEC,
PLEASE CONSULT SECTION 17 BELOW.**

16. Contract Maturity Benefit

- 16.01 On the Contract Maturity Date and provided that the Contract is still in force and the Annuitant is then still living, Transamerica will apply the Contract Maturity Benefit to provide an annuity on the life of the Annuitant on Transamerica's then current portfolio of annuities.
- 16.02 The Contract Maturity Benefit will be equal to the aggregate of all amounts, each of which is determined in respect of a Class Deposit Year Account, and each of which is the greater of, in the case of Class A Units:
- (a) the Class Deposit Year Account Value determined as of the Valuation Date coinciding with or immediately preceding the Contract Maturity Date, and
 - (b) 100% of the Benefit Determination Amount as at the Contract Maturity Date.
- (such aggregate amount being referred to as the "**Class A Contract Maturity Benefit**")
- and in the case of Class B Units:
- (a) the Class Deposit Year Account Value determined as of the Valuation Date coinciding with or immediately preceding the Contract Maturity Date; and
 - (b) 75% of the Benefit Determination Amount as at the Contract Maturity Date.
- (such aggregate amount being referred to as the "**Class B Contract Maturity Benefit**")
- For greater certainty, and subject to a proportionate reduction for any withdrawals or surrenders made from the Contract, in no event will the Class B Contract Maturity Benefit be less than 75% of the amounts deposited by the Owner to the Contract, without any deduction made for sales charges under the ISC method. Top-up benefits are not included in such calculation (s).
- Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value.**
- 16.03 At the Contract Maturity Benefit Date, the Owner may choose the type of annuity from those which we are then offering for such purpose. If the Owner fails to notify us of his or her choice prior to the Contract Maturity Date, then the Owner will be deemed to have elected an annuity of our choice in accordance with Transamerica's administrative rules and applicable legislation. In some cases, the Owner may choose a lump sum.
- 16.04 Subject to the requirements of applicable pension benefits standards legislation, if any, CI, on behalf of Transamerica, will have the right to pay the Contract Maturity Benefit in one lump sum to the Annuitant on the Contract Maturity Date in lieu of the annuity payments in the event that the monthly annuity payments would be less than \$50.00 per month.
- 16.05 Payment of the Contract Maturity Benefit pursuant to this section will discharge Transamerica and CI from all of their obligations and liabilities under the policy and all related documents.



**THIS SECTION 17 APPLIES ONLY TO RESIDENTS OF QUEBEC
AND PROSPECTIVE CLIENTS APPLYING IN QUEBEC.**

17. Contract Maturity Benefit

17.01 On the Contract Maturity Date, and provided that the Contract is still in force and the Annuitant is then still living, Transamerica will apply the Class A Contract Maturity Benefit or the Class B Contract Maturity Benefit to determine the annuity payable to the Owner. (See Section 17.03 for the basis of the annuity under various circumstances)

17.02 The Class A Contract Maturity Benefit or the Class B Contract Maturity Benefit will be equal to the aggregate of all amounts, each of which is determined in respect of a Class Deposit Year Account, and each of which is the greater of, in the case of Class A Units:

- (a) the Class Deposit Year Account Value determined as of the Valuation Date coinciding with or immediately preceding the Contract Maturity Date, and
- (b) 100% of the Benefit Determination Amount as at the Contract Maturity Date.

(such aggregate amount being referred to as the "**Class A Contract Maturity Benefit**")

and in the case of Class B Units:

- (a) the Class Deposit Year Account Value determined as of the Valuation Date coinciding with or immediately preceding the Contract Maturity Date; and
- (b) 75% of the Benefit Determination Amount as at the Contract Maturity Date.

(such aggregate amount being referred to as the "**Class B Contract Maturity Benefit**")

For greater certainty, and subject to a proportionate reduction for any withdrawals or surrenders made from the Contract, in no event will the Class B Contract Maturity Benefit be less than 75% of the amounts deposited by the Owner to the Contract, without any deduction made for sales charges under the ISC method. Top-up benefits are not included in such calculation (s).

Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value.

17.03 Basis of the Annuity under Various Circumstances:

- (a) If the Contract is not registered, Transamerica will pay the Owner an annuity on the life of the Owner or on the life of the Owner and another life as the Owner may designate. The annuity will be based on the Class A Contract Maturity Benefit or the Class B Contract Maturity Benefit. (See Section 17.05 for a description of how annual annuity payments are calculated).
- (b) A Contract registered as an RSP or LIRA must, on or before December 31st of the year in which the Owner turns the RSP age but before the Contract Maturity Date, be automatically converted into a RIF or LIF. If the Owner notifies Transamerica that the automatic conversion should not be applied to his or her contract, Transamerica will pay the Owner an annuity. The annuity will be based on the Contract Value determined on the earlier of the first Valuation Date instructions are received by CI and as of the Valuation Date prior to the end of the calendar year in which the Owner attains the RSP age in accordance with the RSP or LIRA. (See Section 17.05 for a description of how annual annuity payments are calculated)
- (c) If the Contract is registered as a RIF or LIF, LRIF, Transamerica will pay the Owner an annuity that complies with the RIF or LIF endorsement. The annuity will be based on the Class A Contract Maturity Benefit or the Class B Contract Maturity Benefit on the Contract Maturity Date. (See Section 17.05 for a description of how annual annuity payments are calculated)

17.04 The types of annuity offered at the Contract Maturity Date or at conversion from an RSP, LIRA are outlined below:

- (a) Unless prohibited by law, Transamerica will pay the Owner a then available life annuity with a maximum guarantee period of ten years on the Owner's life or if a joint life is chosen, on the Owner's life and another life as the Owner may designate. The annuity will be based on the Class A Contract Maturity Benefit or Class B Contract Maturity Benefit at the Contract Maturity Date. If the Owner does not select an annuity, the applicable annuity is a single life annuity with a ten year guarantee period or if required by law, a joint life annuity.



Contract Maturity Benefit cont'd (Applicable to Quebec Residents and prospective clients applying in Quebec)

(b) In the case of an RSP or LIRA, the annuity will be based on the Contract Value at the RSP age in accordance with the terms of the RSP or LIRA endorsement.

17.05 Transamerica will calculate the annuity payable to the Owner based on its then current projected annuity factors applicable to the type and terms of the annuity chosen. Notwithstanding the foregoing, the annual annuity payment for each \$1,000 being annuitized with a maximum guarantee period of ten years or less shall not be lower than the

amount set out in Table 1 for the applicable age on which the annuity is based. The applicable age on which the annuity is based is the age of the annuitant in the case of a single life annuity or the age of the younger of the two annuitants in the case of a joint life annuity. Using Table 1 the minimum annual annuity payment is calculated according to the following formula:

$$\frac{\text{Annuitized Amount} \times \text{Amount in Table 1}}{1000}$$

TABLE 1
Annual Annuity Payment by Age of Youngest Life Per \$1,000

Age	Annuity Payment	Age	Annuity Payment	Age	Annuity Payment	Age	Annuity Payment	Age	Annuity Payment
15	10.01	35	12.51	55	16.67	75	25.01	95	50.01
16	10.11	36	12.66	56	16.95	76	25.65	96	52.64
17	10.21	37	12.83	57	17.25	77	26.32	97	55.56
18	10.31	38	12.99	58	17.55	78	27.03	98	58.83
19	10.42	39	13.16	59	17.86	79	27.78	99	62.51
20	10.53	40	13.34	60	18.19	80	28.58	100	66.67
21	10.64	41	13.52	61	18.52	81	29.42	101	66.67
22	10.76	42	13.70	62	18.87	82	30.31	102	66.67
23	10.87	43	13.89	63	19.24	83	31.26	103	66.67
24	10.99	44	14.09	64	19.61	84	32.26	104	66.67
25	11.12	45	14.29	65	20.01	85	33.34	105	66.67
26	11.24	46	14.50	66	20.41	86	34.49	106	66.67
27	11.37	47	14.71	67	20.84	87	35.72	107	66.67
28	11.50	48	14.93	68	21.28	88	37.04	108	66.67
29	11.63	49	15.16	69	21.74	89	38.47	109	66.67
30	11.77	50	15.39	70	22.23	90	40.01	110	66.67
31	11.91	51	15.63	71	22.73	91	41.67	111	66.67
32	12.05	52	15.88	72	23.26	92	43.48	112	66.67
33	12.20	53	16.13	73	23.81	93	45.46	113	66.67
34	12.35	54	16.40	74	24.40	94	47.62	114	66.67

Note: Age refers to the age of the youngest life covered by the annuity. Ages 100 and older are assigned the same payment

17.06 Transamerica will have the right to pay the annuity on an annual basis if the periodic payments elected to be received more frequently than annually are less than \$50 per payment.

17.07 Payment of the annuity pursuant to this section will discharge Transamerica and CI from all of their obligations and liabilities under the Contract.



18. Death Benefit

18.01 If the Annuitant dies prior to the Contract Maturity Date, and subject to the requirements of applicable pension benefits standards legislation, if any, then CI, on behalf of Transamerica, will following receipt by CI, of proof satisfactory to it of the Annuitant's death continue paying any remaining scheduled payments to the Successor Annuitant, if living.

For non-registered contracts, you may designate a successor annuitant who will become the Annuitant upon the Annuitant's death. In this case, your contract will continue and no death benefit is payable until the death of the successor annuitant.

If there is no such Successor Annuitant, or if such Successor Annuitant dies before the Annuitant, then CI on behalf of Transamerica will following proof satisfactory of the claimant's right to the proceeds, pay the Death Benefit to the person entitled thereto. The death benefit will be equal to the aggregate of all amounts, each of which is determined in respect of a Class Deposit Year Account of each Class, and each of which is the greater of

- (a) the amount by which the Class Deposit Year Account Value determined as of the Death Benefit Date exceeds all early surrender fees that would otherwise be applicable on a full surrender of such Class Deposit Year Account at such time, and
- (b) 100% of the Benefit Determination Amount as at the Death Benefit Date,

adjusted for payments which may have been made by CI, on behalf of Transamerica, between the date of death of the Annuitant and the date CI, on behalf of Transamerica, received notice of such death (such aggregate amount, after adjustments, if any, being referred to as the "**Death Benefit**").

Any Amount that is allocated to a segregated fund is invested at the risk of the Owner and may increase or decrease in value.

18.02 The person entitled to payment may choose to take such Death Benefit in cash or may choose one of the optional methods of settlement which Transamerica is then offering for that purpose.

18.03 Effective on the Death Benefit Date, CI, on behalf of Transamerica, will surrender all of the Units to the Contract's credit in all of the Funds, and the amount of the Death Benefit will be held by CI, on behalf of Transamerica, on behalf of the person entitled thereto until paid. The number of Units to the Contract's credit will be reduced to zero.

18.04 CI, on behalf of Transamerica, will also pay to the person entitled thereto, interest on the Death Benefit from the Death Benefit Date to the date of payment. The rate of interest credited will be in accordance with Transamerica's then current administrative rules set for this purpose.

18.05 Any amount payable pursuant to this Article 18 will be paid when CI, on behalf of Transamerica, receives proof of the death of the Annuitant and the right of the claimant to the proceeds, all in such form and substance satisfactory to Transamerica. Such proof must be submitted to CI, on behalf of Transamerica, at the place which it may designate from time to time for such purpose. Appropriate forms will be made available to the claimant upon request.

18.06 Payment of the Death Benefit with credited interest will discharge Transamerica and CI from all of their obligations and liabilities under the policy and all related documents.



19. Reset of Death Benefit Determination Amount

- 19.01 Subject to the rules for operation of Resets outlined in Subsection 19.03, Transamerica, will automatically reset the Benefit Determination Amount for purposes of calculating the Death Benefit (the "Death Benefit Determination Amount") on each anniversary of the Contract Date (the "Reset Date").
- 19.02 For Class A and Class B Units, the Death Benefit Determination Amount on a Reset Date will be equal to the greater of:
- (a) 100% of the Benefit Determination Amount as at such Reset Date;
 - (b) the Death Benefit Determination Amount of such Class Deposit Year at such Reset Date; and
 - (c) the Class Deposit Year Account Value in respect of such Class Year Account at the Death Benefit Date.
- 19.03 The Reset of the Death Benefit will take place automatically if on the Reset Date:
- (a) the Annuitant has not reached his or her 81st birthday on the anniversary of the Contract Date;
 - (b) the Annuitant is alive; and
 - (c) the Contract is in force.
- The Reset of the Death Benefit will not change the Deposit Maturity Date or the Contract Maturity Date. However, when a Class Deposit Year Account matures and is paid out or re-deposited into a new Policy Year account, the Death Guaranteed Minimum Amount associated with the Maturing Policy Year Account will expire.
- 19.04 We reserve the right to discontinue, modify or suspend the Reset Option at any time by giving you prior written notice of at least 60 days.

20. Change of Guarantee Option

- 20.01 Subject to Transamerica's then current administration rules, as well as any applicable charges and fees, the Owner may, at any time and from time to time before the Contract Maturity Date, request in writing a change in the Guarantee Option applicable to all or part of his or her investment in one or more Funds by reclassifying Class A Units to Class B Units in such Fund or Funds. Reclassification from Class B Units to Class A Units are not allowed.
- (a) **Reclassification from Class A Units to Class B Units**
- (i) Units reclassified from a particular Class A Fund Class are deemed to be withdrawn from that Fund Class on a first-in-first-out basis.
 - (ii) If all of the Units from a particular Class A Deposit Year Account have been reclassified, such Account will have its balances set at zero and be closed.
 - (iii) If a portion of the Units from a particular Class A Deposit Year Account have been reclassified, the Benefit Determination Amount with respect to such Account will be proportionally reduced based on the market value of the Units reclassified relative to the aggregate market value of all the Units in the Account immediately prior to the reclassification, in the same manner as if such Units had been withdrawn.
 - (iv) If there is no Class B Deposit Year Account in effect at the time of the reclassification, a new Class B Deposit Year will commence with the Initial Class B Deposit Date being the effective date of the reclassification. The Deposit Maturity Date applicable to such reclassified Units will be the tenth anniversary of the effective date of the reclassification, rather than the Deposit Maturity Date applicable to the Units prior to reclassification. The Benefit Determination Amount with respect to such Class B Deposit Year Account will be an amount equal to the reduction in the Class A Benefit Determination Amount(s). The Class Deposit Year Account Value of the new Class B Deposit Year Account on the Initial Class B Deposit Date will be equal to the aggregate market value of the reclassified Units immediately prior to reclassification.
 - (v) If there is a Class B Deposit Year Account in effect at the time of the reclassification, the reclassified Units will be allocated to the current Class B Deposit Year Account in effect. The Deposit Maturity Date applicable to the reclassified Units will be the same as the Deposit Maturity Date for all other Deposits made to such current Class B Deposit Year Account rather than the Deposit Maturity Date applicable to the Units prior to



Change of Guarantee Option *cont'd*

reclassification. The Benefit Determination Amount with respect to such Class B Deposit Year Account will be increased by an amount equal to the reduction in the Class A Benefit Determination Amount(s). The Class Deposit Year Account Value of such Class B Deposit Year Account will be increased by the aggregate market value of the reclassified Units immediately prior to reclassification.

(b) General

If the reclassification request is received in good order by CI, on behalf of Transamerica, at or prior to 4:00 p.m. (Eastern time) on a Valuation Date, then the value of the

Units reclassified from a Fund Class to effect such a reclassification will be based on the Unit Value of that Fund Class in effect on such date (such date being the effective date of that reclassification). If the reclassification request is received in good order by CI, on behalf of Transamerica, after that time, then the value of the Units reclassified from a Fund Class will be based on the Unit Value of that Fund Class in effect on the next Valuation Date (such date being the effective date of that reclassification). The Benefit Determination Amount applicable to reclassified Units will also be determined as of the effective date of the reclassification.

21. Fundamental Changes

21.01 Under the law, we are required to give you at least 60 days' written notice (the "Notice Period") before making any one of the following changes (called "Fundamental Change(s)"):

- (a) an increase in the management fee which may be charged against the assets of each CI GIF
- (b) a change in the fundamental investment objectives of each CI GIF
- (c) a decrease in the frequency with which Units of each CI GIF are valued *or*
- (d) if applicable, an increase in the insurance fee limit which may be charged against the assets of each CI GIF.

21.02 In the event we make any one of the Fundamental Changes, you have the following options:

- (I) if within the same contract we offer another CI GIF which (i) has similar fundamental investment objectives (ii) is in the same investment fund category and (iii) has the same or a lower management fee and insurance fee than the CI GIF undergoing the Fundamental Change, you have the right to transfer to the new CI GIF without incurring any deferred sales charge (if applicable) provided we receive your election to exercise the transfer at least 5 days before the expiry of the Notice Period;
- (II) if we do not offer another CI GIF which meets the conditions outlined in (I)(i) to (iii), you have the right to redeem the Units of the CI GIF subject to the Fundamental Change. The redemption will not be subject to deferred sales charge (if

applicable) if we receive your election to redeem the Units at least 5 days before the expiry of the Notice Period.

During the Notice Period, you will not be allowed to transfer to the CI GIF subject to the Fundamental Change unless you agree to waive in writing the right to redeem Units as set out in paragraph (II).

21.03 We reserve the right to make Fundamental Changes from time to time, subject to compliance with the clauses noted above. We also reserve the right to change underlying funds. If such a change is a Fundamental Change, you will have the rights described in the section above. Changing an underlying fund to another substantially similar underlying fund will not constitute a Fundamental Change provided immediately following the change the total management fee and insurance fee of the Fund is the same as, or lower than its total management and insurance fee immediately before the change. A substantially similar underlying fund is one that has a similar fundamental investment objective, is in the same investment fund category and has the same or lower management fee as the underlying fund. We will (a) notify you, our regulators and the Canadian Life Health Insurance Association Inc. at least 60 days in advance of the change (unless such notice is not practical in the circumstances, in which event we will provide notice as soon as possible as reasonably practical), and (b) amend or refile this Annuity Policy to reflect the change. The foregoing may be superseded by any regulatory developments governing changes to underlying funds.



22. Recovery of Expenses and Investment Losses

The Owner agrees to indemnify Transamerica and CI for any costs, expenses and investment losses which it incurs as a result of incomplete or incorrect information provided by the Owner to

Transamerica, or CI acting on behalf of Transamerica, including, but not limited to, those costs, expenses and investment losses caused by NSF (not sufficient funds) payments.

23. Change of Beneficiary

The Beneficiary for the Death Benefit will be as designated by the Owner on the Application; provided that in the case of a Contract issued as a LIRA, Locked-In RSP, LIF, PRIF or LRIF, such designation of Beneficiary shall be effective only to the extent that it is not inconsistent with the rights of any person under the applicable pension benefits standards legislation.

So far as the law allows, the Owner may change or revoke the Beneficiary. If the appointment of the Beneficiary is irrevocable, the Contract Owner will not be permitted to change or revoke the Beneficiary without the Beneficiary's prior written consent. If you have a registered contract, there are special rules with respect to the designation of beneficiaries and you should refer to the appropriate endorsement and consult your Licensed Agent.

Any appointment of a Beneficiary, or any change or revocation of an appointment, must be made in writing in a form acceptable to us and will be effective when recorded by us. When recorded, even if the Annuitant in respect of whom such Beneficiary is designated, is not then living, the change will take effect on the date the notice was signed, except that any proceeds paid before we record a change of Beneficiary will not be subject to the change. We assume no responsibility for the validity or effect of any appointment or change or revocation.

If there is no surviving Beneficiary at the time of the Annuitant's death, any amount payable will be paid to the Contract Owner or to the Contract Owner's estate.

24. Proof

Transamerica, or CI on its behalf, may at any time and from time to time request proof satisfactory to it in respect of

- (a) the right of any claimant to a payment under the Contract,
- (b) the signature by the proper person in respect of any notice, request or consent delivered to Transamerica or CI, acting on behalf of Transamerica, under the Contract, or

- (c) any other matter provided for in the Contract or permitted by law;

provided that Transamerica shall not be obligated to do so.

Transamerica and CI shall not be liable to any person (including a corporation, trust, partnership, individual or other legal entity) for failure to request proof related to any matter dealt with in the Contract or for any error made in reviewing such proof.



25. Owner of the Policy

Before the death of the Annuitant, the Owner alone is entitled to all rights granted or allowed by Transamerica, or CI acting on behalf of Transamerica, under the Contract. If the Owner is a partnership, then all the Owner's rights belong to the partnership as constituted at the time the right is exercised. If the Owner is an individual and dies before the Annuitant, then all the Owner's rights belong to the Owner's executor or administrator unless otherwise provided under the Contract.

If the Contract is issued as a RIF and the Owner has validly elected his or her spouse as a successor annuitant, then the successor annuitant has, upon the death of the Owner, the rights and interests of the Owner in the Contract.

26. Assignment of This Policy

An assignment will not be binding on Transamerica unless it is filed and recorded by CI on Transamerica's behalf at the Office.

Transamerica and CI are not responsible for the adequacy or legal effect of any assignment.

27. Protection Against Creditors

So far as the law allows, benefits payable under the Contract and the rights and interests in the Contract will be exempt from seizure and from the claims of creditors.



28. Non-Participating Contract

The Contract does not participate in Transamerica's profits or surplus and, accordingly, the Owner does not have the rights of a

participating policyholder including eligibility for dividends and the right to notice of and to vote at Transamerica's annual meetings.

29. Notices

Any notice, statement or other communication which is required or permitted to be given to the Owner or other applicable person under any provision of the Contract will be deemed to be sufficiently given if it is sent to the last address of the Owner or other applicable person shown on the records of CI. Unless otherwise expressly provided in this policy, any notice, statement or other communication

which is required or permitted to be given under any provision of the Contract must be sent to CI at 2 Queen Street East, Twentieth Floor, Toronto, Ontario M5C 3G7. Addresses where communication may be sent, may be changed at any time and from time to time by written notice to the applicable person or persons given in accordance with the foregoing.

30. Force Majeure

If Transamerica's or CI's performance of any of its obligations under the Contract is delayed or prevented or otherwise made impractical by reason of any labour trouble, flood, riot, fire, acts of nature, power outage, acts of terror or any other causes beyond its control, such

obligations shall be postponed until such time as the cause ceases to preclude or make impractical Transamerica's or CI's performance of such obligations.



31. Currency

All payments under the Contract will be in Canadian dollars.

32. Arbitration

Any dispute, disagreement, controversy, question or claim arising out of or relating to this contract, including with respect to its application or interpretation will be determined by arbitration under the Ontario Arbitration Act, except that:

- (a) all matters relating to the arbitration will be kept confidential to the full extent permitted by applicable laws and no individual will be appointed as an arbitrator unless he or she agrees in writing to be bound by this dispute resolution provision; and
- (b) the hearing will be heard before a single arbitrator mutually agreed upon by the Owner and Transamerica.

TRANSAMERICA LIFE CANADA

By:

Paul Reaburn
Chairman, President and
Chief Executive Officer

Paulette Kennedy
Senior Vice-President and
Chief Financial Officer



RETIREMENT SAVINGS PLAN (RSP) ENDORSEMENT

1. Interpretation

This endorsement applies if you requested that the Contract be registered as a Retirement Savings Plan (RSP) under the Income Tax Act (Canada) (the "Act") and any applicable provincial income tax legislation.

In this endorsement, "you" "your" refer to the owner or contract owner, who is also the annuitant under the Contract. "We" refers to Transamerica Life Canada.

RSP Age means the end of year in which you turn 71 years of age or any other age as prescribed by the Act.

"Spouse" and "common-law partner" have the meanings defined in the Act and any applicable provincial income tax legislation.

2. Time Limit for an RSP

You may hold an RSP until you reach the RSP Age.

3. Payment under the RSP

No payment from the Contract will be made prior to the RSP Age except as a refund of premium as defined under the Act or a payment to you.

4. Options under the RSP

You may elect to take the Contract Value (the "Value") and exercise the following options:

- (a) transfer the Value to another registered retirement savings plan;
- (b) use the Value to purchase an annuity that satisfies the conditions set out below;
- (c) withdraw the Value, in full or in part, subject to taxes and surrender fees; and
- (d) transfer the Value to a registered retirement income fund.

At the RSP Age, you may only elect options (b), (c) and (d).

The annuity provided under paragraph 4(b) has to meet the following conditions:

- (a) The annuity must be a single life annuity or a joint and survivor life annuity on your life and your spouse or common-law partner, or a term certain annuity on your life.
 - (i) If you chose a single life or a joint life annuity, the guarantee period must not exceed 90 minus your age or the age of your spouse or common-law partner, if younger.
 - (ii) If you chose a term certain annuity, the guarantee period is subject to the same restriction outlined in (i).
- (b) The annuity must provide for annual or more frequent payments.
- (c) Payments under the annuity must be equal, except that they may be increased or decreased in accordance with paragraph 146(3) (b) of the Act.
- (d) Annuity payments to you or your spouse or common-law partner may not be commuted, either in full or in part, except that we reserve the right to commute an annuity where the monthly payment is less than \$50.00. If you die after annuity payments commence and your Spouse or Common Law Partner becomes the annuitant under the policy, the total of all annuity payments in a year after the date of your death will not exceed the total of all annuity payments made in a year before your death.
- (e) If you die after annuity payments commence and the Beneficiary is not the Spouse or Common Law Partner, the commuted value of any remaining annuity payments will be paid in one sum to the Beneficiary, if there is one, otherwise to your estate.
- (f) If you die before annuity payments commence, the death benefit will be paid in one sum, unless a "refund of premiums" as defined in subsection 146(1) of the Act has been requested.
- (g) Annuity payments cannot be assigned in whole or in part.



RETIREMENT SAVINGS PLAN (RSP) ENDORSEMENT *cont'd*

5. Miscellaneous

No deposits will be accepted after income payments commence.

Upon request, we will pay an amount to the taxpayer to reduce the amount of tax the taxpayer would otherwise have to pay because of over-contributions by the taxpayer under Part X.1 of the Act.

No advantage that is conditional in any way on the existence of the Contract may be extended to you or to a person with whom you were not dealing at arm's length other than in accordance with paragraph 146(2)(c.4) of the Act.

The Contract and the payments cannot be assigned.

We reserve the right to resign as issuer and appoint a successor issuer.

This endorsement has precedence over any provision contained in this Contract that is inconsistent with it.

TRANSAMERICA LIFE CANADA

By: 

Paul Reaburn
Chairman, President and CEO



Paulette Kennedy
Senior Vice-President and CFO



RETIREMENT INCOME FUND (RIF) ENDORSEMENT

1. General

This endorsement applies if you requested that the Contract be registered as a Retirement Income Fund (RIF) under the *Income Tax Act* (Canada) (the “Act”) and any applicable provincial income tax legislation.

In this endorsement, “you” “your” refer to the owner, who is also the annuitant under the Contract. “We” refers to Transamerica Life Canada.

“Spouse” and “common-law partner” have the meanings defined in the Act and any applicable provincial income tax legislation;

2. Deposits

Transamerica will only accept deposits or transfers under the Contract from:

- (a) a registered retirement savings plan (RRSP) under which you are the owner;
- (b) another registered retirement income (RRIF) fund under which you are the owner;
- (c) a registered pension plan (RPP) under which you are a member or a former member;
- (d) you, to the extent that the amount of the deposit or transfer was an amount described in subparagraph 60(l)(v) of the Act;
- (e) a RRSP or RRIF of your spouse, common-law partner or former spouse or common law partner pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property in settlement of rights arising out of, or on the breakdown of, their marriage or common-law relationship;
- (f) the RPP of your spouse, common-law partner, former spouse in accordance with subsection 147.3(5) or (7) of the Act;
- (g) a provincial pension plan in circumstances to which subsection 146(21) of the Act applies;
- (h) any sources permitted under the Act.

3. Payments under the Contract

Transamerica will make the minimum payment each calendar year as provided in subsection 146.3(1) of the Act. You may elect the frequency of the payment as monthly, quarterly, semi-annually or annually. If no election is made, the payment will be made to you annually.

4. Transfers

Under the endorsement, you may upon request transfer all or part of Contract Value

- (a) to the carrier of another registered retirement income fund of which you are also the annuitant of the Act.
- (b) to the issuer of another registered retirement savings plan under which you are the annuitant prior to the prescribed age for an RRSP within the meaning of subsection 146(1) of the Act.
- (c) to purchase an immediate life annuity under the terms of the Act;
- (d) to a RRIF or RRSP of your spouse, common-law partner, former spouse or common-law partner as a result of marriage breakdown or upon death in accordance with subsection 146.3(14) of the Act.

In accordance with the Act, before the transfer is made, we will to pay you any remaining minimum amount for the year. Any amount payable upon is subject to taxes and withdrawal fees, as applicable.

5. Successor Annuitant

You may elect to appoint your spouse or common-law partner as successor annuitant who will replace you as annuitant upon your death. If you have appointed a successor annuitant, the successor annuitant will receive any remaining payment under the Contract on your death. The successor annuitant may also exercise every right as owner under the Contract on your death.

Where a successor annuitant has been designated in the contract, the death benefit will be paid on the death of the last to die of the annuitant or the successor annuitant.

6. Death Benefit

The death benefit payable under the RIF endorsement is described in the annuity policy.



RETIREMENT INCOME FUND (RIF) ENDORSEMENT cont'd

7. Miscellaneous

No benefit or loan that is conditional in any way on the existence of the Contract may be extended to you or to a person with whom you were not dealing at arm's length, other than in accordance with paragraph 146.3(2) (g) of the Act.

Neither the Contract nor payments under the Contract may be assigned in whole or in part.

We reserve the right to resign as carrier and appoint a successor carrier.

This endorsement has precedence over any provision contained in this Contract that is inconsistent with it.

TRANSAMERICA LIFE CANADA

By:

Paul Reaburn
Chairman, President and CEO

Paulette Kennedy
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Notes



Notes
