



## Zesty Final Expenses Insurance Policy Terms and Conditions



# Welcome to Zesty Insurance

We all want the best for our loved ones. With Zesty Insurance, you can have peace of mind knowing that your loved ones will get the financial support they will need when the time comes, to help pay towards funeral costs or any other final expenses.

Now that you have Zesty Final Expenses Insurance in place, you'll be protected 24 hours a day, 7 days a week, anywhere in the world.

With friendly and experienced agents, based in Canada, you and your loved ones will receive the very best in customer service.

Zesty Final Expenses Insurance is underwritten by Canadian Premier Life Insurance Company, which insures over 2 million Canadians. For more than 60 years, Canadian Premier has been committed to providing financial security to Canadians and their families in the face of uncertainties.

**Rest assured,  
you're in safe hands.**







## About this document

This document has been provided to help you understand the main considerations that you need to think about when deciding if Zesty Final Expenses Insurance is right for you.

Please read the document carefully so that you understand the policy you have chosen. We're here to help, so please contact us if you have any questions or need further information to understand the product you have bought.

A life insurance policy can be a long term commitment so it's important to keep this document in a safe place so that you can refer to it in the future.

Some words or expressions used in this document have a special meaning. They will appear in bold font, and you can see their meaning in the Glossary section.

**'We', 'us', 'our'** means Zesty Insurance Agency, who is responsible for arranging and issuing **your policy** and carrying out administration services on behalf of the insurer, Canadian Premier Life Insurance Company (**Canadian Premier**). **Canadian Premier** is responsible for the underwriting of your policy and paying claims. References to **'you'** and **'your'** mean the **policyholder**.

**Please keep this document in a safe place for future reference.**

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# Policy Terms and Conditions

**Your policy** is arranged, issued and administered by Zesty Insurance Agency. “Zesty Insurance Agency” is a trading name of Neilson Financial Services Inc., a licensed insurance agency.

Neilson Financial Services Inc. is incorporated and registered in Alberta, with its registered office at 850-2nd Street SW, 15th Floor, Bankers Court, Calgary, Alberta, T2P 0R8.

Any questions or any requirement outlined in this document to submit a form or provide a notification should be submitted to Zesty Insurance Agency at:



**PO BOX 64004**  
**Royal Bank Plaza**  
**Toronto, ON**  
**M5J 2T6**



**[inquiries@zestyinsurance.ca](mailto:inquiries@zestyinsurance.ca)**



**1-844-406-1672**

**Your policy** is underwritten by **Canadian Premier** Life Insurance Company (**Canadian Premier**) who is authorized and regulated by the Office of the Superintendent of Financial Institutions (Canada) and provincial insurance regulators, with permission to effect and carry

out contracts of life insurance. We provide **policy** services to **you** on behalf of **Canadian Premier**.

**Canadian Premier** is federally incorporated and registered in Canada, with its registered office at **25 Sheppard Avenue West, Suite 1400, Toronto, Ontario, M2N 6S6**. For more information about **Canadian Premier**, visit [www.canadianpremier.ca](http://www.canadianpremier.ca) or contact 1-844-894-0378.

This Terms and Conditions document sets out the benefits, terms and exclusions of **your** coverage.

After **your** application is accepted by **Canadian Premier**, we will issue **you** with a **policy schedule**. **Your** contract of **insurance** with **Canadian Premier** consists of:

- **your** completed application (and any future changes accepted by **Canadian Premier**, if applicable);
- **your policy schedule**; and this Terms and Conditions document.

This **policy** is non-participating, which means **you** will not receive dividends or other participation in a distribution of surplus or profits from it.

# Zesty Final Expenses Insurance

## 1. Eligibility

**You** are eligible for Zesty Final Expenses Insurance if, at the **start date, you** are:

- a resident of Canada\*; and
- aged 40 to 80.

\*Note: Coverage is not available to residents of Quebec.

Provided the eligibility criteria are met, **Canadian Premier** will accept **your** application for Zesty Final Expenses Insurance.

## 2. What is covered

Subject to *Section 4. What is not covered*, in the event of a non-accidental death by a **life insured**:

- where death occurred in the first 12 months from the **policy start date** (the **waiting period**), **Canadian Premier** will return the total of all **premiums** paid towards a **life insured's** coverage.
- where death occurred after the first 12 months from the **policy start date** (after the **waiting period**), **Canadian Premier** will pay the **benefit amount**.

In the event of an **accidental death** of a **life insured**: **Canadian Premier** will pay three times the **benefit amount**.

In the event that **you** reach age 110: **Canadian Premier** will pay the **benefit amount** and will have no further responsibility to **you** under this **policy**.

## 3. Minimum and maximum benefit amounts

The minimum **benefit amount** for the **life insured** under the **policy** is \$3,000 and the initial maximum benefit amount is \$25,000. The maximum benefit amount may only exceed \$25,000 if **you** have selected and continue paying for the Increasing Benefit Option.

The **benefit amount you** selected is specified in **your policy schedule**. If you request to increase the **benefit amount** after the **start date**, then the maximum **benefit amount** allowed (including any past automated increases) will be based on the **life insured's** age at the date of the request, and any maximum **benefit amounts** applicable at that time.

## 4. What is not covered

During the first 12 months from the **start date** of the **policy** (the **waiting period**), the amount **Canadian Premier** pays for a non-accidental death will be limited to the return of all **premiums** paid towards a **life insured's** coverage. The **waiting period** will restart on the effective date of **your** latest reinstatement if this date is after 3 months from the date that **your policy** was previously terminated.

The **benefit amount** will not be paid if **you** commit suicide within two years from the **start date** of **your policy**, regardless of your state of mind and whether a mental health disorder is



present or not at the time of death. In this case, only the total of all premiums paid towards a **life insured's** coverage will be returned. This two year period restarts on the effective date of the latest reinstatement, if applicable.

## 5. Coverage start and end dates

Zesty Final Expenses Insurance coverage starts for the **life insured** on the **start date** as specified in **your policy schedule** and will continue for the whole of the **life insured's** life

until the first of the following occurs:

- the date of death of the **life insured**,
- the date **you** reach age 110;
- if two consecutive monthly **premium** payments are missed as described in *Section 3. Missed premium payments in General conditions and information*;
- the date **you** cancel the **policy**; or
- the date **Canadian Premier** cancels the **policy**.



# General conditions and information

## 1. Premium payments

**Your premium** amount is calculated based on the **benefit amount you** selected; the **life insured's** age, gender, and smoker status; and whether **you** have selected the Increasing Benefit Option.

The amount of **premium** payable will be stated in **your policy schedule** that will be sent to **you** after **you** are accepted for coverage.

**Your premium** will be debited from **your** nominated bank account monthly on the date of **your** choice. All **premiums** are to be paid in Canadian currency (\$) from a Canadian bank account. Premiums are payable monthly.

**Your premium** will remain fixed throughout the duration of **your policy**, unless **you** have chosen the Increasing Benefit Option. In that case, **your premium** will increase automatically by a fixed amount of 4.5% of **your** initial **premium amount** each year on **your policy anniversary**, as set out in **your policy schedule**.

**Premiums** for the **life insured** are only payable up until the **policy anniversary** on or following attainment of age 95.

## 2. Increasing Benefit Option

If **you** select the Increasing Benefit Option, the **benefit amount** will increase automatically by a

fixed amount of 3% of **your** initial **benefit amount** each year on **your policy anniversary**, as set out in **your policy schedule**.

**You** can ask **us** at any time not to apply the automatic increase, in which case neither the **benefit amount** nor **your premium** will increase at the next **policy anniversary**. If **you** opt out of three increases in a row, the Increasing Benefit Option will be permanently removed from **your policy**, there will be no further automatic **benefit amount** increases applied, and **your premium** will remain fixed.

## 3. Missed premium payments

**Your policy** will terminate, with no value or benefit paid or payable, if two consecutive monthly **premium** payments are not paid. If that occurs, **Canadian Premier** will have no further responsibility to **you** under this **policy**.

As soon as a **premium** payment is missed, **we** may contact **you** to discuss **your** payment arrangements and may also reattempt collection of **your premium** from **your** nominated bank account. **Canadian Premier** may reinstate the coverage if the outstanding **premiums** are paid to them in full. If **you** missed a monthly **premium** payment and die before the next monthly **premium** payment is due, your **benefit amount** will be reduced by the amount owing to **us** as of **your** date of death.



## 4. Reinstatement

**Your policy** may be put back in force after it has been terminated if all of the following requirements are met:

- **you** are alive;
- **you** contacted **us** with a request for reinstatement within two years of the date **your policy** was terminated;
- **you** meet the eligibility criteria for Zesty Final Expenses Insurance as of the date of reinstatement;
- all past due **premiums** are paid; and
- we have not received written notice requesting termination of the **policy**.

**You** can request a reinstatement by contacting **us**.

The two year incontestability period described in *Section 11. Accuracy of information* will restart on the effective day of any reinstatement.

## 5. Changing your insurance

### 5.1 Changes you can make

**You** may apply, at any time, to change **your policy** during the period of **insurance**, however, **we** and **Canadian Premier** cannot guarantee the ability to make the changes **you** request. Any changes accepted may be subject to the payment of an additional **premium** based on **your** age at the time of the request.

If **your** changes are accepted, **you** will receive confirmation of these changes, including, if applicable, a new **policy schedule**. The new **policy schedule** will replace all previous versions issued.

**You** can make various changes to **your policy**, including updating personal details or changing the **benefit amount**.

### 5.2 Increasing your benefit amount

If at any time **you** decide to increase the **benefit amount** for the **life insured** (other than through automatic **benefit amount** increases under the Increasing Benefit Option), then the

**benefit amount** increase will be subject to a new **waiting period** from the date the change is made and any maximum **benefit amounts** applicable at that time.

The additional **benefit amount** will not be paid if **you** commit suicide within two years from the date the additional benefit amount was applied, regardless of your state of mind and whether a mental health disorder is present or not at the time of death.

### 5.3 Changes Canadian Premier can make

**Canadian Premier** can change any of the terms and conditions of **your policy** if they reasonably consider such changes are appropriate.

**Canadian Premier** may also make changes required due to a change in applicable laws.

These changes could affect the amount and type of coverage provided under **your policy**.

**We** will write to tell **you** at least 28 days before any change takes effect.

### 5.4 Naming the Beneficiary

**We** will pay the **benefit amount** to the **beneficiary** named in **your** application. **You** may name a new **beneficiary** by filing a written change of **beneficiary** request with **us**. If no **beneficiary** is living when the **life insured** dies, any **benefit amount** that becomes payable will be paid to **your** estate.

## 6. Annual review of coverage

It is **your** responsibility to review **your insurance** coverage and **beneficiary** designations at least annually and following major life events or

lifestyle changes, to ensure they remain adequate for **your** needs.

## 7. Dual insurance

If the **life insured** is covered under more than one Zesty Final Expenses Insurance **policy**, the total lump sum payment provided on death under all **policies** combined will be limited to that which would have applied under a single **policy** with a chosen **benefit amount** equal to the maximum **benefit amount** in *Section 3. Minimum and maximum benefit amounts*, with the Increasing Benefit Option applied from the **policy start date**.

If a reduction in the amount provided is necessary due to the maximum limits being exceeded, the reduction will be applied to the **policy** most recently commenced and the same proportion of associated **premiums** paid will be refunded.

## 8. Governing law

This **policy** is governed by the laws of the Canadian province or territory of your residence on the **start date**. Any terms of this **policy** that are in conflict with the requirements of such laws are amended to conform to the minimum requirements of them.

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* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or

proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation. For those actions or proceedings involving residents of Saskatchewan, New Brunswick, Nova Scotia, Newfoundland, P.E.I., Yukon, Northwest Territories and Nunavut: No legal action may be brought against **Canadian Premier** unless it is brought within the longer of: (a) 12 months from the date **you** are notified in writing that no benefits are payable; or (b) the shortest applicable limit of time established by law in the jurisdiction in which **you** reside.

If any time limitation specified is less than that permitted by the law of the province or territory in which **you** reside at the time of the **start date**, then the time limitation will not be less than that provided for by such provincial or territorial law.

## 9. Waiver

**Canadian Premier** shall not be deemed to have waived any term or condition of this **policy** either in whole or in part, unless the waiver is expressed in writing and signed by **Canadian Premier**.

No agent has authority to change this **policy** or waive any of its provisions. No change to this **policy** will be valid unless approved by an officer of **Canadian Premier** and such approval is endorsed or attached to this **policy**.

## 10. Data protection notice

**We** and **Canadian Premier** understand how important privacy is and so comply with all

applicable laws governing the collection, use, disclosure and safeguarding of personal information.

### 10.1 How the life insured's personal information may be collected

**We** and **Canadian Premier** may collect personal information relating to the **life insured**:

- when the **life insured** provides their personal information to **us** or **Canadian Premier** by telephone, mail or online;
- when **we** or **Canadian Premier** contact the **life insured** or the **life insured** contacts **us** or **Canadian Premier**; or
- via the **life insured's** authorized representative(s).

### 10.2 How the life insured's personal information may be used and disclosed

**We** and **Canadian Premier** may collect, use and disclose the **life insured's** personal information to assess an application for insurance products or services, to provide and administer insurance products or services including for claims handling and reinsurance purposes, to respond to questions and other requests raised by the **life insured** or their authorized representative(s), to help understand clients and hence improve products and services, to satisfy legal and regulatory requirements and for marketing purposes.

By providing personal information to **us** and **Canadian Premier**, the **life insured** consents that this information may be used by **us** and **Canadian Premier** and their permitted third parties (including reinsurers and service providers) for the purposes set out above.



However, **we** and **Canadian Premier** will only use the **life insured's** personal information to send marketing messages if **we** or **Canadian Premier** have explicit consent to do so.

### **10.3 How long the life insured's personal information may be retained for**

**We** and **Canadian Premier** retain personal information only for as long as necessary for legal, regulatory, or operational reasons, such as to administer any insurance products or services **we** and **Canadian Premier** provide to the **life insured** or for tax and other reporting requirements.

### **10.4 How the life insured's personal information is protected**

**We** and **Canadian Premier** have appropriate safeguards in place to protect the **life insured's** personal information against loss, theft, and unauthorized disclosure, copying, use or modification. **We** and **Canadian Premier** also strictly limit access to the **life insured's** personal information to those employees, partners and service providers located in

Canada, the United Kingdom and the United States of America who require access to it.

If the **life insured's** personal information is transferred to the United Kingdom and/or the United States of America, it may be accessible to law enforcement and regulatory bodies in those jurisdictions. However, where the **life insured's** personal information is transferred outside of Canada, all steps will be taken to ensure that the **life insured's** personal information is processed in accordance with this data protection notice.

### **10.5 The life insured's rights**

The **life insured** may be able to withdraw any consent upon which **we** or **Canadian Premier** rely to collect, use and disclose the **life insured's** personal information for the purposes set out in this data protection notice. However, **we** and **Canadian Premier** may be unable to continue to provide insurance products and services to the **life insured** in these circumstances. The **life insured** can withdraw consent to receive marketing messages at any time by clicking "unsubscribe" in any marketing



message received from **us** or **Canadian Premier** or by contacting **us** or **Canadian Premier**.

The **life insured** may also request to be informed of the existence of any personal information **we** or **Canadian Premier** hold about the **life insured**, as well as the way in which **we** or **Canadian Premier** use and disclose that information. The **life insured** may also request access to any personal information **we** or **Canadian Premier** hold about the life insured. There may be a reasonable charge incurred in connection with **us** or **Canadian Premier** providing copies of the **life insured's** personal information but **we** or **Canadian Premier** will inform the **life insured** beforehand if that is the case.

### 10.6 Contact

The **life insured** can contact **us** at any time in connection with this data protection notice by writing to **us** at Zesty Insurance Agency, PO BOX 64004, Royal Bank Plaza, Toronto ON, M5J 2T6, by email at [service@zestyinsurance.ca](mailto:service@zestyinsurance.ca) or by telephone at 1-844-406-1672.

For more information about **Canadian Premier's** data protection practices, visit [www.canadianpremier.ca/privacy-statement](http://www.canadianpremier.ca/privacy-statement).

## 11. Accuracy of information

**Canadian Premier** may not pay part or all of a claim and may contest the validity of **your policy** if, when **you** applied for the **policy** or when making a claim:

- the **life insured** failed to answer all of **our** questions truthfully, accurately and completely to the best of their knowledge;
- the **life insured** does not provide all the information **we** ask for; or
- the **life insured** does not tell **us** of any inaccuracies before or immediately after **your policy** is issued.

If the **life insured's** date of birth or gender as shown on **your policy schedule** is incorrect, the terms of the **policy** shall be cancelled and reissued, if eligible, based on the terms that would have applied if the correct date of birth

and gender had been given. This could include increasing the amount of **premium** payable, reducing the **benefit amount**, or, for misstatement of date of birth only, cancelling this **policy**. **Canadian Premier** will not contest the validity of **your policy** after it has been in force during your lifetime for two years from the **start date** or effective date of the latest reinstatement, if applicable, except for fraud, ineligibility due to misstatement of age, or if **you** do not pay **premiums**.

## 12. How to make a claim

Claims should be made as soon as possible after the death occurs. To make a claim under this **policy**, please contact **us** at:

 **1-844-406-1672**

Monday to Friday from 9:00 AM to 8:00 PM ET



### Claims

**Zesty Insurance Agency**

**PO BOX 64004**

**Royal Bank Plaza**

**Toronto, ON**

**M5J 2T6**



**claims@zestyinsurance.ca**

Once a claim request is received, **we** will send a claim form to be completed, signed and returned. To assess the claim, **we** will also require proof of death, the **life insured's** date of birth, the claimant's right to be paid, and the name and age of any beneficiary.

**We** may also require the **life insured's** attending physician or a **medical specialist** to complete a

report, which will be paid for by **us**. It may also be necessary to access the **life insured's** medical records. Further information or documentary evidence may be requested to assess the claim.

If any information or documentation that would reasonably be required to assess the claim is not provided by the claimant, **we** may not be able to process the claim until the information or documentation is made available.

Once the claim is approved in accordance with the terms of **your policy**, **Canadian Premier** will pay the lump sum due to **you** or the person who is legally entitled to it, whichever is appropriate.

If applicable, **we** will refund any **premium(s)** collected after the date of death in respect of the **life insured** where a valid claim is made in respect of the **life insured**.

Once a claim is paid, the life **insurance** coverage will end for the **life insured** and **Canadian Premier** will have no further responsibility to them.

## 13. Cancellation rights

**You** have 30 days from the date on which **you** receive **your policy** documents to make sure **you** are happy with **your** coverage and decide whether **you** want to keep it.

If **you** want to cancel **your** coverage within this period, please send your request in writing to **us** at:



📍 **Customer Service**  
**Zesty Insurance Agency**  
**PO BOX 64004**  
**Royal Bank Plaza**  
**Toronto, ON**  
**M5J 2T6**

✉ [service@zestyinsurance.ca](mailto:service@zestyinsurance.ca)

After **we** receive **your** cancellation request, **your** coverage will be cancelled and **you** will be sent a letter of confirmation from **us**. Any **premium** **you** may have paid will be refunded, subject to no valid claim being made.

If **you** wish to cancel **your** coverage after the 30 day period, **you** can do this by contacting **us**. If **you** do, **you** will not receive any refund of **premium**.

If **you** do not cancel, **your policy** will start and end as set out in these Terms and Conditions and **your policy schedule**, with **premiums** being collected as agreed.

**Canadian Premier** can cancel this **policy** in any

of the following circumstances:

- if they believe a claim to be false or fraudulent;
- if the incorrect date of birth of a **life insured** was given at the time of application;
- if two consecutive **premium** payments were not paid when due;
- or as permitted by applicable laws.

## 14. Changes to administrative rules

**Canadian Premier** may change the administrator for this **policy** or administrative rules (such as how to change **your beneficiary** and how your **premium** is collected) from time to time. **You** will be notified of any such changes in advance and they will not affect the amount of **your benefit payment** under this **policy**.

## 15. Complaints

To obtain information about how to make a complaint and the complaints handling process, please contact [complaints@zestyinsurance.ca](mailto:complaints@zestyinsurance.ca) or visit [www.zestyinsurance.ca](http://www.zestyinsurance.ca).



# Glossary

In this document, some words appear in bold font, for example, **policy**. These words have special meanings as explained below.

**Accident** means an event resulting in bodily injury occurring while this **policy** is in force, where the injury is directly and solely caused by accidental, violent and external means and where the injury is not self-inflicted.

**Accidental death** means death occurring as a direct result of an **accident** which took place while the **life insured** was covered under the **policy** and where death occurs within 90 days of the **accident**.

**Beneficiary** means the person or entity entitled to receive the **benefit amount** when the **life insured** dies.

**Benefit amount** means the amount of coverage chosen by **you** and used to determine the lump sum payment provided under this **policy** in respect of the **life insured**. The benefit amount for the **life insured** is shown in the **policy schedule**.

**Canadian Premier** means Canadian Premier Life Insurance Company, the insurance company that underwrites your **policy** and pays the **benefit amount**.

**Insurance** means, in respect of the **life insured**, the **benefit amount** that has been applied for by the **policyholder** and accepted by **Canadian Premier** as indicated on the **policy schedule**.

**Life insured** means the **policyholder**.

**Medical specialist** means a person who:

- is licensed and practicing in Canada, or the country where the insured event giving rise to the claim arose, within the scope of his/her license as a doctor of medicine; and
- is a specialist in an area of medicine appropriate to the cause of the claim.

The medical specialist must not be the **life insured** under this **policy**, their spouse, partner, relative or business associate.

**Policy** means the legal contract between the **policyholder** and **Canadian Premier**. The Policy Terms and Conditions, **your** application, any future application changes accepted by **Canadian Premier** (if applicable) and the current **policy schedule** make up the policy.

**Policy anniversary** means the anniversary of the date on which **your** first **premium** payment for this **policy** was requested.

**Policyholder** means the owner of this **policy**, who must be the **life insured**. Neither this **policy** nor any rights or interests under this **policy** may be assigned or transferred to a third party.

**Policy schedule** means the schedule to this **policy**, or any replacement schedule to this **policy**, issued by **us** and showing the details of the coverage provided to **you** by this **policy**.

**Premium** means the amount of money **you** pay on a monthly basis for the **insurance** coverage under this **policy**.

**Start date** means the date an application for the **life insured** is accepted by **Canadian Premier** and coverage starts as set out in **your policy schedule**. If changes are made to **your policy** after the start date, these changes and any applicable waiting periods are effective from the date of the change.

**Waiting period** means the 12-month period the

**life insured** has to wait before being eligible for a non-accidental death to be covered.

**We, us, our** means Zesty Insurance Agency, who are responsible for arranging and issuing **your policy** and carrying out administration services on behalf of the insurance company, **Canadian Premier**.

**You, your** means the **policyholder**.





Call us today – we'd love to help you

**1-844-406-1672**

Lines open: Monday to Friday 9:00 AM to 8:00 PM ET, excluding public holidays

Calls are recorded for training and monitoring purposes.

This document and other associated documentation are also available in French. If you require a French document, please contact Zesty Insurance Agency.

For more information, visit: [zestyinsurance.ca](http://zestyinsurance.ca)

Zesty Insurance Agency is a trading name of Neilson Financial Services Inc., who is an insurance agency. Neilson Financial Services Inc. is incorporated and registered in Alberta whose registered office is at 850 - 2nd Street SW, 15th Floor, Bankers Court, Calgary, Alberta T2P 0R8. This product is underwritten by Canadian Premier Life Insurance Company who is authorized and regulated by OSFI and the provincial insurance regulators, with permission to effect and carry out contracts of life insurance. Canadian Premier Life Insurance Company is incorporated and registered in Canada whose registered office is at 25 Sheppard Ave. West, Suite 1400, Toronto, Ontario, M2N 6S6.