

# Contract and Information Folder

GUARANTEED INVESTMENT FUNDS – HELIOS2

Contract and Information Folder updated on **April 30, 2024**

This document contains the contract and other important information on the Desjardins Financial Security Guaranteed Investment Funds Plan – Helios2.

This document must be accompanied by the *Fund Facts* document.



The DFS Guaranteed Investment Funds and this contract are established by Desjardins Financial Security Life Assurance Company.



We certify that the information folder, including the *Fund Facts* document, provides brief and plain disclosure of all material facts relating to the individual variable annuity contract called the Desjardins Financial Security Guaranteed Investment Funds Plan – Helios2, which is issued by Desjardins Financial Security Life Assurance Company. The Company intends to engage in the continuous sale of individual variable annuity contracts under the terms of the Desjardins Financial Security Guaranteed Investment Funds Plan.



**Denis Dubois**  
President and Chief Operating Officer



**Sébastien Vallée**  
Vice-President, Investment Solutions

**Subject to any applicable guarantees, any amount that is allocated to a segregated fund (guaranteed investment fund) is invested at the risk of the Owner and may increase or decrease in value.**

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# Key facts

## THE HELIOS2 CONTRACT AT A GLANCE

**This summary provides a brief description of the Helios2 contract.** It is not part of your contract.

- Before you apply for this contract, you should read this section so you can make an informed decision.
- Read this document and the *Fund Facts* document in full to:
  - Learn about the features of your Helios2 contract
  - Understand how it works
  - Find out which funds are available under it

**Questions?** Contact your advisor.

### What am I purchasing?

The Helios2 contract is a life insurance contract. More precisely, it is an individual variable annuity contract.

It is between you and Desjardins Financial Security Life Assurance Company.

### How does it work?

You pay us a premium (also known as a "deposit").

You choose one guarantee from the guarantees we offer (only one guarantee per contract).

We invest this deposit in the fund or funds that you've chosen.

Depending on which guarantee you've chosen, we will pay a benefit at a specific time:

- When the Annuitant dies OR
- On their 105th birthday OR
- At the end of a 15-year period (Helios2 – 100/100 i only)

The benefit amount we pay depends on:

- Changes in the market
- Any withdrawals you made during the contract term
- The benefits provided by your chosen guarantee

Even if the market falls, we guarantee you'll get a minimum benefit.

You can make deposits and withdrawals at any time during the contract term. The withdrawals will decrease the amount of your guaranteed minimum benefit.

When we invest your deposit, we attribute Units of the funds you've chosen to your contract. The total value of all these Units is your contract's market value. It will be used to calculate the amount of the benefit that we will pay you.

**Your contract's market value can go up or down based on the value of the funds you've chosen, on your guarantee and on the applicable series.**

## When you apply for this contract, you must indicate:

**The Owner:** You are the Owner of the contract. Under certain conditions, if your contract is non-registered, it can have two Owners (see [Section 11.6](#)).

**The Annuitant:** Payment of the benefit is triggered by the death of the person named as the Annuitant or their 105th birthday. If your contract is registered, only you can be the Annuitant. The contract ends when the Annuitant dies.

**The applicable guarantee:** Helios2 – 75/75, Helios2 – 75/100 i or Helios2 – 100/100 i (see [Section 2](#)).

**The fund or funds** we invest your first deposit in (see [Section 4](#) and the *Fund Facts* document).

**The contract type:** Registered contract (RRSP, RRIF, TFSA, etc.) or non-registered contract (see [Section 11](#)).

**The fee option that will apply to your deposit:** You can choose between these fee options: Fee Option A (No Load), Fee Option D (No Load – Advisor Chargeback), Fee Option E (No Load – Advisor Chargeback) and, if your contract is held externally in an intermediary or nominee account, Fee Option F (Advisory Service Fee) (see [Section 6.2](#)).

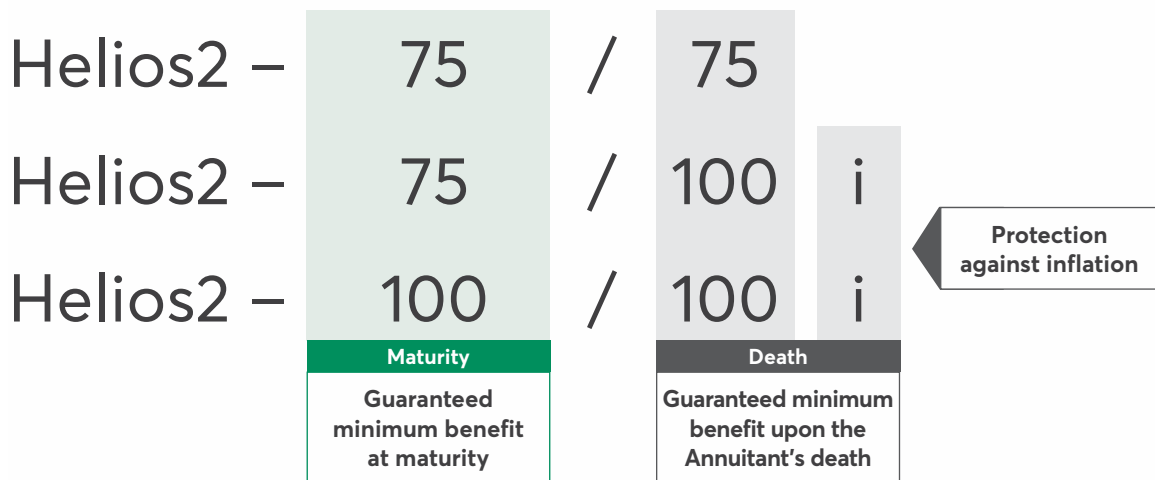
You can also name one or more Beneficiaries. The Beneficiaries are the persons who will be paid the death benefit when the Annuitant dies.

These choices can have an impact on the taxes you may have to pay. Talk to your advisor about it.

## What guarantees are available?

**You must choose one of the following 3 guarantees when you apply for this contract: Helios2 – 75/75, Helios2 – 75/100 i or Helios2 – 100/100 i (see [Section 2](#)).**

Each of these guarantees entitles you to a benefit at the maturity date or when the Annuitant dies. If the market falls, each guarantee ensures you get a minimum benefit that protects some or all of the value of your deposits.



Additional fees are charged for Helios2 – 75/100 i and Helios2 – 100/100 i.

For more information on the guarantees and the guaranteed minimum benefit, see [Section 2](#).

For more information on the applicable additional fees, see [Section 6.3](#).

## Maturity benefit

### On the Annuitant's 105th birthday (for Helios2 – 75/75 and Helios2 – 75/100 i)

We will pay you a benefit equal to:

- Your contract's market value OR
- The guaranteed minimum benefit if it is greater

The amount of the guaranteed minimum benefit is equal to 75% of the initial value of your deposits.

**Any withdrawals you make during the contract term decrease the guaranteed minimum benefit (see [Section 5](#)).**

### At the end of a 15-year period or on the Annuitant's 105th birthday (for Helios2 – 100/100 i)

We will pay you a benefit equal to:

- Your contract's market value OR
- The guaranteed minimum benefit if it is greater

The amount of the guaranteed minimum benefit is equal to 100% or 75% of the initial value of your deposits, depending on when you make your deposits. **Any withdrawals you make during the contract term decrease the guaranteed minimum benefit (see [Section 5](#)).**

Every 15 years, starting on the date of your first deposit until the Annuitant's 105th birthday, we'll compare your contract's market value with the guaranteed minimum benefit:

- **If it's greater**, we'll increase the amount of the guaranteed minimum benefit that you're entitled to receive at the end of the next 15-year period to match the market value of your contract.
- **If it's lower**, additional Units will be attributed to your contract to raise its market value to match the guaranteed minimum benefit.

The 15-year period restarts on this date (see [Section 2.3](#)).

You can ask us to reset the amount of your guaranteed minimum benefit twice per calendar year. The 15-year period also restarts on the date of this reset (see [Section 2.3](#)).

## Benefit paid when the Annuitant dies (for all guarantees)

If the Annuitant dies before their 105th birthday, the benefit paid to the Beneficiary is equal to:

- Your contract's market value OR
- The guaranteed minimum benefit if it is greater

The amount of the guaranteed minimum benefit depends on the guarantee you chose:

### Helios2 – 75/75

The guaranteed minimum benefit is equal to 75% of the initial value of your deposits.

### Helios2 – 75/100 i and Helios2 – 100/100 i

The guaranteed minimum benefit is equal to 100% of the initial value of your deposits. It is reset every year until the Annuitant turns 75 to the greater of:

- The inflation-adjusted value
- Your contract's market value
- The amount of the current guaranteed minimum benefit

**Any withdrawals you make during the contract term decrease the guaranteed minimum benefit (see [Section 5](#)).**

## What funds are available?

The *Fund Facts* document that accompanies this document gives you detailed information about each fund.

Some funds are not available if you choose the Helios2 – 100/100 i guarantee.

**The performance of the funds is not guaranteed. Think carefully about how you feel about risk when choosing funds.**

Ask your advisor for help in choosing funds to suit your needs.

For more information about the funds, see [Section 4](#) and the *Fund Facts* document.

## How much will this cost?

The fees you pay depend on:

- The guarantee you've chosen (see [Section 2](#))
- The funds you've chosen (see [Section 4](#))
- The series (Series 6, 6F, 8 or 8F) (see [Section 6.1](#))

The fees are indicated in the *Fund Facts* document. They are directly deducted from the funds or paid by surrendering some of your contract's Units (see [Section 6](#)).

Other fees may apply if you make frequent or short-term transactions (see [Section 6.4](#)).

If you choose either Helios2 – 75/100 i or Helios2 – 100/100 i, you will pay additional fees (see [Section 6.3](#)).

Details about how your advisor and the distributor they do business with are paid are provided in the **How much does it cost?** section of each individual Fund Facts in the *Fund Facts* document.

- If you choose Fee Option A, your advisor and distributor receive a trailing commission only. If you choose fee options D or E, your advisor and distributor receive a sales commission and a trailing commission. These commissions paid to your advisor and distributor are charged as part of the management fees (see [Section 6.1](#)) and there are no sales charges or withdrawal fees directly payable by you.
- If you choose Fee Option F (only available if your contract is held externally in an intermediary or nominee account), your advisor and distributor receive no sales commission or trailing commission and there are no sales charges or withdrawal fees payable by you. You pay to your advisor and distributor the fees you have agreed upon with your advisor, plus applicable sales taxes.

See [Section 6.2](#) for more information on the fee option you must choose when making a deposit.

## What can I do after I purchase this contract?

### Make additional deposits

You will have to make a first deposit when you apply for this contract. You can also make more deposits during the contract term. Some conditions apply (see [Section 1](#)).

### Change your guarantee

You can change your guarantee once per calendar year:

- Additional fees may apply depending on the guarantee you choose.
- If you choose a guarantee that isn't available for the funds that you've chosen, you must first choose a new fund allocation and inform us in writing.
- Other conditions apply. If these conditions aren't met, we won't change the guarantee (see [Section 3](#)).

We may modify or close guarantees. You will be notified at the time (see [Section 3.2](#)).

## Change funds

You can switch some or all of your Units of a fund to Units of another fund:

- You may have to pay taxes and fees (see [Section 6.4](#) and [Section 12.1](#)).
- The new fund must be available for the guarantee you've chosen.
- Other conditions apply (see [Section 4.3](#)).

## Withdrawals

You can withdraw some or all of your contract's market value at any time. These withdrawals will decrease your benefits (see [Section 2](#) and [Section 5](#)) and may require you to pay taxes or fees (see [Section 6.4](#) and [Section 12](#)).

## Annuity

On the Annuitant's 105th birthday, unless we receive written notification to the contrary, we will start paying a life annuity to you or the person you designate (see [Section 10](#)).

**Certain restrictions and other conditions may apply.** Read this document carefully. If you have any questions, please speak to your advisor.

## What information will I receive about my contract?

At least once per calendar year, we will send you information about your contract (see [Section 9](#)). This includes the number and value of Units attributed to it and the deposits and withdrawals you've made during the year.

You can also ask us to send you the financial statements of our funds. We update these documents twice per calendar year. You can also find them on our website.

## Can I change my mind?

Yes, you can. If you change your mind, you have the right to:

- Cancel your contract
- Cancel any deposits you made

If you cancel your contract (including your first deposit), you must notify us in writing by the earlier of:

- 2 business days after you receive the contract purchase confirmation from us, OR
- 5 business days after we send you the contract purchase confirmation

If you cancel an additional deposit, you must notify us in writing by the earlier of:

- 2 business days after you receive the deposit confirmation, OR
- 5 business days after we send you the deposit confirmation

Your cancellation will only apply to that deposit.

In both cases, the amount returned to you will be the lesser of your deposit or its value, if it has gone down. If you cancel your contract or a deposit, the amount returned to you will include a refund of all fees paid.

For more information on your right to cancel your contract or a deposit, see [Section 7](#).

## Where can I get more information or help?

### Our mailing address is:

Desjardins Financial Security  
Guaranteed Investment Funds Administration  
1150, rue de Claire-Fontaine, Quebec City, Quebec G1R 5G4

Our phone number is 1-877-647-5435 (options 9-1-2). Our fax number is 1-888-926-2987. Or you can send us an email at [gifclientservice@dfs.ca](mailto:gifclientservice@dfs.ca).

Go to our website at [desjardinslifeinsurance.com](http://desjardinslifeinsurance.com) for even more information.

You can also ask your advisor.

If there are problems we cannot solve together and you need help, contact the OmbudService for Life & Health Insurance. Their phone number is 1-888-295-8112. You can also go to their website at [olhi.ca](http://olhi.ca) for help.

For information on the additional protection you have as a holder of a life insurance contract if your insurer goes bankrupt, contact Assuris. We are a member of this organization set up by the Canadian life insurance industry. Visit their website at [assuris.ca](http://assuris.ca).

The insurance regulator in your province or territory can also help. To find them, visit the Canadian Council of Insurance Regulators website at [ccir-ccra.org](http://ccir-ccra.org).

In the province of Quebec, the insurance regulator is the Autorité des marchés financiers (AMF). For information about handling issues you are unable to resolve with your insurer, contact the AMF's Information Centre at 1-877-525-0337 or at [information@lautorite.qc.ca](mailto:information@lautorite.qc.ca).

# Your Helios2 contract

This document contains information about the Helios2 contract. This contract is part of the Desjardins Financial Security Guaranteed Investment Funds Plan – Helios2. For easier reading, we'll use the terms "contract" or "Helios2 contract" when referring to the plan. Please read this document carefully before you decide to apply for this contract.

The Helios2 contract is a life insurance contract. More precisely, it is an individual variable annuity contract. It has been designed to help you achieve your financial goals. We at Desjardins Financial Security Life Assurance Company, also referred to in this document as "DFS" or the "Company," established the guarantees offered by the contract, along with the contract itself. It's our responsibility to fulfill the guarantee you've chosen, in accordance with the terms and conditions set out in this contract. The amount of the benefits paid depends on the performance of the DFS Guaranteed Investment Funds (DFS GIFs). DFS GIFs are segregated funds created and set up by DFS. Segregated funds are not separate legal entities. Instead, each segregated fund is a group of assets that is kept separate or "segregated" from DFS's general assets.

The Company was incorporated under the laws of Quebec. Its head office is located at 200, rue des Commandeurs, Lévis, Quebec G6V 6R2. We also have a place of business at 1150, rue de Claire-Fontaine, Quebec City, Quebec G1R 5G4.

Your Helios2 contract consists of:

- This document titled **Contract and Information Folder – Guaranteed Investment Funds – Helios2**, except for the **Key facts** section
- The contract application
- Any endorsement related to this document
- Any other document modifying your Helios2 contract
- The following items on each of the Fund Facts pages in the *Fund Facts* document.
  - The contract name
  - The fund name
  - The Management Expense Ratio (MER)
  - The **How risky is it?**, **How much does it cost?** and **What if I change my mind?** sections

The above-mentioned items on each of the Fund Facts pages were accurate and complied with the guidelines for this kind of contract, as set out by the Canadian Life and Health Insurance Association and the Autorité des marchés financiers (in Quebec), when the *Fund Facts* document was written.

If there are any errors in these texts, we will take reasonable steps to correct them, but you won't have the right to a specific return.

# Definitions

The meanings of certain terms used in this document are as follows:

**Annuitant** means the person or persons in the event of whose death(s) the benefit is payable and the contract ends. It is the person or persons whose name(s) appear(s) as "Owner" or "Co-Owner" on an application accepted by the Company, unless otherwise specified in such application. For the purposes of calculating the benefit and all other guarantees, the measuring life will be the younger Annuitant's life. In cases where there is more than one Annuitant, the benefit is payable on the death of the last survivor. For all registered contracts, the Annuitant will always be the Owner of this contract.

**Beneficiary** means the person or persons you name to receive the death benefit when the Annuitant dies.

**Cut-Off Time** means 4 p.m. (ET) on each Valuation Date, or earlier if the Toronto Stock Exchange closes before 4 p.m. (ET).

**Income Tax Act** means the *Income Tax Act* (Canada), the *Income Tax Regulations* and also, where the context requires, the corresponding income tax legislation for your province or territory.

**Owner** means a person or legal entity whose name appears as "Owner" or "Co-Owner" on an application accepted by the Company. The Owner receives most of the contract's benefits, such as all amounts from withdrawals. The Owner will receive the benefits of the annuity unless a third party is designated by the Owner to receive them. In the case of an intermediary or nominee account, the rights and obligations of the Owner under the contract apply with the necessary adaptations to the person or legal entity whose name appears as "Beneficial Owner" or "Beneficial Co-Owner" on an application accepted by the Company.

**Spouse** means any person who is recognized as a spouse or common-law partner under the Income Tax Act.

**Underlying Fund** means a mutual fund, pooled fund or any other investment fund in which a fund invests some or all of its assets.

**Unit** means a notional unit of any fund established by the Company under the Helios2 contract. Series 6, 6F, 8 and 8F are the only series offered under this contract.

**Valuation Date** means a day when the Toronto Stock Exchange is open for trading and the value of a given fund's underlying investments may be obtained. Each valuation of the market value of your contract or its Units in accordance with the provisions of this document is done at the Cut-Off Time, i.e., 4 p.m. (ET) or earlier if the Toronto Stock Exchange closes before 4 p.m. (ET), on a Valuation Date.



# 1 Your deposits



Deposit

A deposit is the premium you pay in exchange for the right to receive a benefit. Its amount determines the number of Units that we will attribute to your contract.

## 1.1 How to make a deposit

There are two ways you can make deposits:

- 1. By paying a lump sum:** You can make deposits at any time.
- 2. By pre-authorized debits on set dates:** You must sign the *Pre-Authorized Debit Agreement*. It authorizes us to automatically withdraw the agreed-upon amount from your account at a financial institution in Canada. You can suspend or terminate pre-authorized debits in accordance with the terms and conditions of the agreement.

However, you must comply with the minimum amounts required and any other applicable condition (see [Sections 1.3 to 1.8](#)).

## 1.2 Date and time of your deposit

If we receive your deposit and instructions before the Cut-Off Time, i.e., 4 p.m. (ET) or earlier if the Toronto Stock Exchange closes before 4 p.m. (ET), on a Valuation Date, your deposit will be considered to have been made on that date. If they are received after the Cut-Off Time, your deposit will be considered to have been made on the next Valuation Date. A "Valuation Date" is a day when the Toronto Stock Exchange is open for trading and the value of a given fund's underlying investments may be obtained. The Company must approve any deposit.

To determine the number of Units to be attributed based on your deposit amount, we obtain their market value on the day when the deposit is considered to have been made.

## 1.3 Minimum amount of your first deposit

When you apply for a Helios2 contract, you must make a first deposit that meets the required minimum amount. This minimum changes depending on the kind of deposit you make.

|                     | Minimum lump-sum amount   | Minimum pre-authorized debit amount   |
|---------------------|---|---|
| Helios2 – 75/75     | Minimum of \$1,000  | Minimum of \$50 per month   |
| Helios2 – 75/100 i  |   | You must have deposited a total of \$1,000 in the 24 months after your contract comes into force. Otherwise, we may end the pre-authorized debits and the contract. If we terminate the contract, we will reimburse the full value of your deposits, minus any withdrawals. |
| Helios2 – 100/100 i |   |   |
|                     | Minimum of \$10,000 for registered retirement income fund (RRIF) and locked-in contracts. | N/A   |

## 1.4 Minimum amount of additional deposits

You can make additional deposits during the contract term. You must meet the required minimum amount. This minimum changes depending on the kind of deposit you make.

|                     | Minimum lump-sum amount | Minimum pre-authorized debit amount   |
|---------------------|-------------------------|---|
| Helios2 – 75/75     | Minimum of \$500        | Minimum of \$50 per month   |
| Helios2 – 75/100 i  |                         | If you've chosen multiple funds, you must deposit a minimum of \$25 per fund. |
| Helios2 – 100/100 i |                         |   |

## 1.5 Maximum amount per deposit

We have not placed a maximum on the amount you can deposit. However, we must approve any deposit greater than \$1,000,000 in advance, and we may impose additional conditions on it.

## 1.6 Maximum Annuitant's age for making deposits

You can make deposits (lump-sum or pre-authorized debits) as long as the Annuitant is the following age or younger:

|                     | Maximum Annuitant's age for making deposits  |
|---------------------|--|
| Helios2 – 75/75     | Age 90 if you chose Fee Option A or Fee Option F (see <a href="#">Section 6.2</a> )<br>Age 80 if you chose Fee Option D or Fee Option E (see <a href="#">Section 6.2</a> ) |
| Helios2 – 75/100 i  | Age 85 if you chose Fee Option A or Fee Option F (see <a href="#">Section 6.2</a> )<br>Age 80 if you chose Fee Option D or Fee Option E (see <a href="#">Section 6.2</a> ) |
| Helios2 – 100/100 i | Age 80, regardless of fee option   |

## 1.7 Refused deposits

We may refuse a deposit with or without notice, regardless of its amount. We have the right to terminate deposits made by pre-authorized debits at any time, in accordance with our administrative rules. We may request proof of age and health condition from the Annuitant. We may also impose additional requirements before we approve a deposit.

## 1.8 Other restrictions

If you've purchased a Helios2 contract with a certain contract type (non-registered contract or a registered contract like an RRSP, TFSA, RRIF, etc.) and you want to choose another contract type for other deposits, you must apply for a new Helios2 contract.

However, we may limit the number of contracts purchased by refusing to accept contract applications for the same guarantee, the same Annuitant, the same Beneficiary and the same contract type.

## 2 Three types of guarantees for benefit payments

When you apply for this contract, you must choose one of the following three guarantees.



[page 18](#)



[page 22](#)



[page 28](#)

## 2.1 Helios2 – 75/75

|  |   |  |
|--|---|--|
| <p><b>75</b></p> <p><b>Guaranteed minimum maturity benefit</b></p> <p>75% of the initial value of your deposits<br/><b>less</b><br/>Adjustments for any withdrawals</p> <p><b>Maturity</b></p> | / | <p><b>75</b></p> <p><b>Guaranteed minimum death benefit</b></p> <p>75% of the initial value of your deposits<br/><b>less</b><br/>Adjustments for any withdrawals</p> <p><b>Death</b></p> |
|--|---|--|

### Maturity benefit: Annuitant's 105th birthday

On the Annuitant's 105th birthday, you will receive a benefit equal to:

|                              |    |   |
|------------------------------|----|---|
| Your contract's market value | OR | The guaranteed minimum benefit if it is greater |
|------------------------------|----|---|

This means that you will never receive less than the guaranteed minimum benefit, even if the market falls.

The guarantee and the contract end once the benefit has been paid.



Market value

#### Your contract's market value

[Section 4.2](#) explains how your contract's market value is calculated. It is calculated on the Annuitant's 105th birthday. If that day is not a Valuation Date, it is calculated on the next Valuation Date.

**The value of your contract is not guaranteed. It will change with the market value of the assets in the funds whose Units are attributed to this contract. The only guarantees are those described in this section.**

75%



Guaranteed minimum benefit

#### Guaranteed minimum benefit

The amount of the guaranteed minimum benefit is equal to **75%** of the initial value of your deposits.

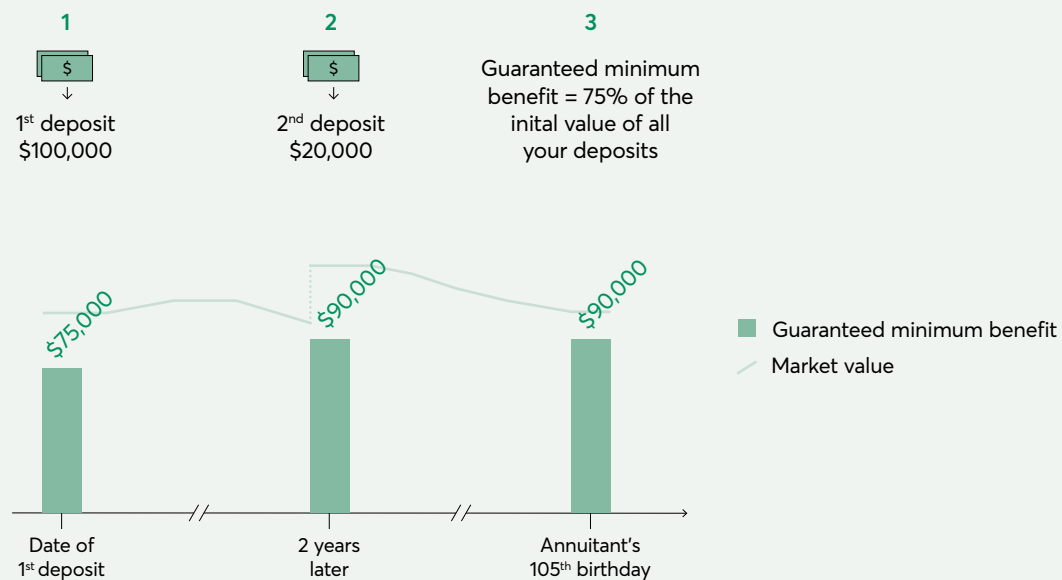
If you've made any withdrawals before the Annuitant's 105th birthday, they will decrease the amount of the guaranteed minimum benefit in proportion to your contract's market value before the withdrawal. This is how we calculate the reduced amount:

$$\text{Guaranteed minimum benefit amount before the withdrawal} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value immediately before the withdrawal}} \right)$$

## EXAMPLE

### Maturity benefit: Annuitant's 105th birthday

- 1 You deposit \$100,000. The guaranteed minimum benefit at maturity is **\$75,000** (\$100,000 X 75%).
- 2 **2 years later**, your contract's market value is \$98,000. You decide to deposit an additional \$20,000. Here's how this additional deposit will affect the guaranteed minimum benefit and the market value:
  - The market value increases to \$118,000 once the deposit is made. It will change over time depending on market movements.
  - The guaranteed minimum benefit increases to **\$90,000**, i.e., 75% of the initial value of all your deposits (75% X \$120,000).
- 3 **On the Annuitant's 105th birthday**, you'll therefore be entitled to a guaranteed minimum benefit of **\$90,000**. If your contract's market value is greater than \$90,000, you'll be entitled to the market value instead.



### Withdrawals

If you make a withdrawal before the Annuitant's 105th birthday, your guaranteed minimum benefit will decrease based on your contract's market value before the withdrawal. Let's say that 10 years after your first deposit, you withdraw \$13,000. Before the withdrawal, the market value was \$130,000. Your guaranteed minimum benefit will decrease to **\$81,000**. Here's the calculation:

$$\begin{array}{c}
 \text{Guaranteed minimum benefit amount before the withdrawal} \\
 \mathbf{\$90,000}
 \end{array}
 \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value immediately before the withdrawal}} \right)$$

$(1 - \$13,000/\$130,000)$

This withdrawal will also decrease your contract's market value to \$117,000 (\$130,000 – \$13,000).

## Death benefit

If the Annuitant dies before they turn 105, a benefit is paid to the Beneficiary when the Annuitant dies.

The benefit paid is equal to:

|                                 |    |  |
|---------------------------------|----|--|
| Your contract's<br>market value | OR | The guaranteed minimum<br>benefit if it is greater |
|---------------------------------|----|--|

This means that the Beneficiary will never receive less than the guaranteed minimum benefit, even if the market falls.

The guarantee and the contract end once the benefit has been paid.



Market  
value

### Your contract's market value

[Section 4.2](#) explains how your contract's market value is calculated. It is calculated on the day we receive notification of the Annuitant's death, in accordance with our administrative rules. If that day is not a Valuation Date or if we receive this notification after the Cut-Off Time, it is calculated on the next Valuation Date.

**The value of your contract is not guaranteed. It will change with the market value of the assets in the funds whose Units are attributed to this contract. The only guarantees are those described in this section.**

75%



Guaranteed  
minimum  
benefit

### Guaranteed minimum benefit

The amount of the guaranteed minimum benefit is equal to **75%** of the initial value of your deposits.

If you made any withdrawals before the Annuitant's death, they will decrease the amount of the guaranteed minimum benefit in proportion to your contract's market value before the withdrawal.

This is how we calculate the reduced amount:

$$\text{Guaranteed minimum benefit amount before the withdrawal} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value immediately before the withdrawal}} \right)$$

### What we do when the Annuitant dies

Some time may pass between when we receive notification of the Annuitant's death and when we receive all the documents required by our administrative rules so we can pay the benefit. To protect the Beneficiary against market volatility during this period, we switch all Units attributed to your contract to Units of the DFS GIF – Money Market fund.

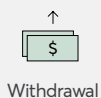
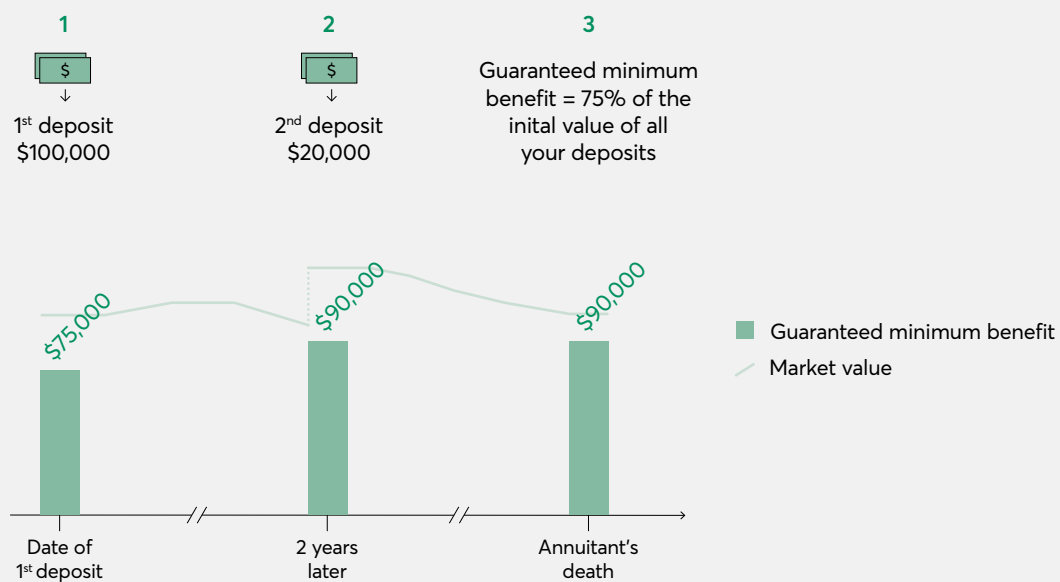
Once we've received all the required documents, we'll pay the Beneficiary a benefit equal to the market value of your contract at that time. If the death benefit calculated at the time we received notification of the Annuitant's death is greater, the Beneficiary will be entitled to this amount instead.

Your contract's market value is calculated on the day we receive all documents required by our administrative rules. If that day is not a Valuation Date or if we receive them after the Cut-Off Time, it is calculated on the next Valuation Date.

# EXAMPLE

## Death benefit

- 1 You deposit \$100,000. The guaranteed minimum benefit when the Annuitant dies is **\$75,000** ( $\$100,000 \times 75\%$ ).
- 2 **2 years later**, the contract's market value is \$98,000. You decide to deposit an additional \$20,000. Here's how this additional deposit will affect the guaranteed minimum benefit and the market value:
  - The market value increases to \$118,000 once the deposit is made. It will change over time depending on market movements.
  - The guaranteed minimum benefit increases to **\$90,000**, i.e., 75% of the initial value of all your deposits ( $75\% \times \$120,000$ ).
- 3 **When the Annuitant dies**, the guaranteed minimum benefit will be **\$90,000**. If your contract's market value is greater than \$90,000, the benefit payable will be equal to the market value instead.



## Withdrawals

If you make a withdrawal before the Annuitant's death, your guaranteed minimum benefit will decrease based on your contract's market value before the withdrawal. Let's say that 10 years after your first deposit, you withdraw \$13,000. Before the withdrawal, the market value was \$130,000. The guaranteed minimum benefit will decrease to **\$81,000**. Here's the calculation:

$$\begin{array}{c} \text{Guaranteed minimum benefit} \\ \text{amount before the withdrawal} \\ \mathbf{\$90,000} \end{array} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value} \text{ immediately before the withdrawal}} \right) = \left( 1 - \frac{\$13,000}{\$130,000} \right)$$

This withdrawal will also decrease your contract's market value to \$117,000 ( $\$130,000 - \$13,000$ ).

## 2.2 Helios2 – 75/100 i

|  |   |  |   |
|--|---|--|---|
| <p><b>75</b></p> <p><b>Guaranteed minimum maturity benefit</b></p> <p>75% of the initial value of your deposits<br/><b>less</b><br/>Adjustments for any withdrawals</p> <p><b>Maturity</b></p> | / | <p><b>100</b></p> <p><b>Guaranteed minimum death benefit</b></p> <p>100% of the initial value of your deposits<br/><b>less</b><br/>Adjustments for any withdrawals</p> <p><b>Death</b></p> | <p><b>i</b></p> <p><b>and</b></p> <p>Yearly resets until the Annuitant turns 75, based on inflation and other factors</p> |
|--|---|--|---|

### Maturity benefit: Annuitant's 105th birthday

On the Annuitant's 105th birthday, you will receive a benefit equal to:

|                              |    |   |
|------------------------------|----|---|
| Your contract's market value | OR | The guaranteed minimum benefit if it is greater |
|------------------------------|----|---|

This means that you will never receive less than the guaranteed minimum benefit, even if the market falls.

The guarantee and the contract end once the benefit has been paid.



Market value

#### Your contract's market value

[Section 4.2](#) explains how your contract's market value is calculated. It is calculated on the Annuitant's 105th birthday. If that day is not a Valuation Date, it is calculated on the next Valuation Date.

**The value of your contract is not guaranteed. It will change with the market value of the assets in the funds whose Units are attributed to this contract. The only guarantees are those described in this section.**

75%



Guaranteed minimum benefit

#### Guaranteed minimum benefit

The amount of the guaranteed minimum benefit is equal to **75%** of the initial value of your deposits.

If you've made any withdrawals before the Annuitant's 105th birthday, they will decrease the amount of the guaranteed minimum benefit in proportion to your contract's market value before the withdrawal. This is how we calculate the reduced amount:

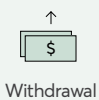
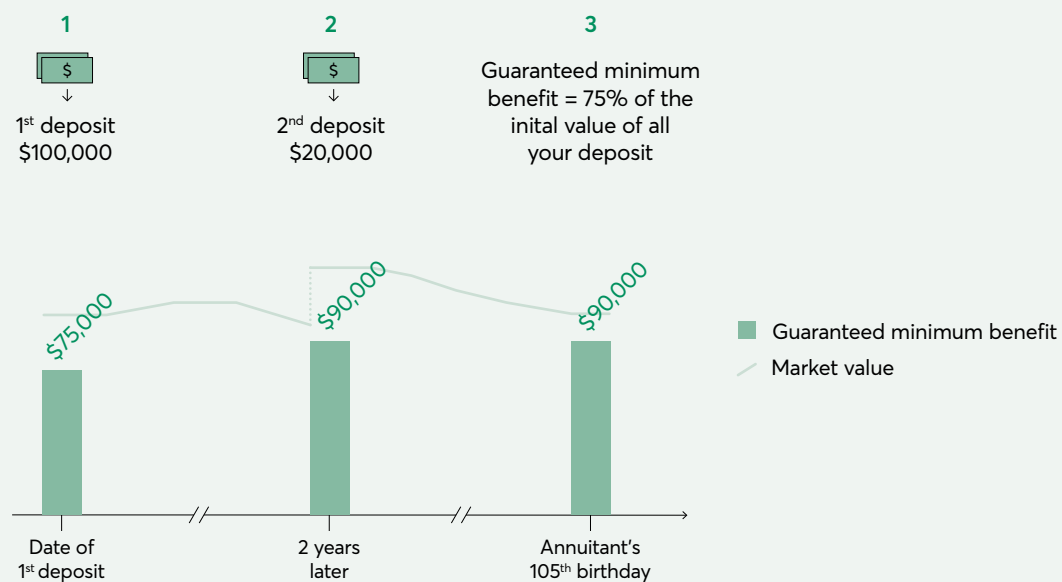
$$\text{Guaranteed minimum benefit amount before the withdrawal} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value immediately before the withdrawal}} \right)$$



## EXAMPLE

### Maturity benefit: Annuitant's 105th birthday

- 1 You deposit \$100,000. The guaranteed minimum benefit at maturity is **\$75,000** (\$100,000 X 75%).
- 2 **2 years later**, your contract's market value is \$98,000. You decide to deposit an additional \$20,000. Here's how this additional deposit will affect the guaranteed minimum benefit and the market value:
  - The market value increases to \$118,000 once the deposit is made. It will change over time depending on market movements.
  - The guaranteed minimum benefit increases to **\$90,000**, i.e., 75% of the initial value of all your deposits (75% X \$120,000).
- 3 **On the Annuitant's 105th birthday**, you'll therefore be entitled to a guaranteed minimum benefit of **\$90,000**. If your contract's market value is greater than \$90,000, you'll be entitled to the market value instead.



### Withdrawals

If you make a withdrawal before the Annuitant's 105th birthday, your guaranteed minimum benefit will decrease based on your contract's market value before the withdrawal. Let's say that 10 years after your first deposit, you withdraw \$13,000. Before the withdrawal, the market value was \$130,000. Your guaranteed minimum benefit will decrease to **\$81,000**. Here's the calculation:

$$\text{Guaranteed minimum benefit amount before the withdrawal } \$90,000 \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value immediately before the withdrawal}} \right) = 1 - \frac{\$13,000}{\$130,000}$$

This withdrawal will also decrease your contract's market value to \$117,000 (\$130,000 – \$13,000).

## Death benefit

If the Annuitant dies before they turn 105, a benefit is paid to the Beneficiary when the Annuitant dies. The benefit paid is equal to:

|                                 |    |  |
|---------------------------------|----|--|
| Your contract's<br>market value | OR | The guaranteed minimum<br>benefit if it is greater |
|---------------------------------|----|--|

This means that the Beneficiary will never receive less than the guaranteed minimum benefit, even if the market falls.

The guarantee and the contract end once the benefit has been paid.



Market  
value

### Your contract's market value

[Section 4.2](#) explains how your contract's market value is calculated. It is calculated on the day we receive notification of the Annuitant's death, in accordance with our administrative rules. If that day is not a Valuation Date or if we receive this notification after the Cut-Off Time, it is calculated on the next Valuation Date.

**The value of your contract is not guaranteed. It will change with the market value of the assets in the funds whose Units are attributed to this contract. The only guarantees are those described in this section.**

100%



Guaranteed  
minimum  
benefit

### Guaranteed minimum benefit

The amount of the guaranteed minimum benefit is originally equal to **100%** of the initial value of your deposits. It is **reset each year** until the Annuitant's 75th birthday. Each time you make a deposit, the guaranteed minimum benefit is increased by **100%** of the value of that deposit.

The yearly resets are established as follows:

#### Yearly resets

- The greater of:
  - The inflation-adjusted value
  - Your contract's market value
  - The amount of the current guaranteed minimum benefit

#### Reset date

- **First reset:** 1 year after the date of your first deposit (see [Section 1.2](#))
- **Subsequent resets:** On that same date each year.
- **Last reset:** On that same date of the year before the Annuitant's 75th birthday. For example, if the Annuitant's 75th birthday is on July 1 and the reset date is October 5, the last reset will occur on the October 5 before their 75th birthday, not the October 5 after it.



Inflation

### Calculating the inflation-adjusted value

- The inflation-adjusted value tracks the value of your deposits by taking inflation into account. It is originally equal to **100%** of the initial value of your deposits. Each time you make a deposit, the current inflation-adjusted value is increased by **100%** of the value of that deposit.
- The inflation rate is equal to the change in percentage of the Canadian Consumer Price Index (CPI) as reported by Statistics Canada for the prior one-year period ending November 30.
  - **Minimum inflation: 0%**
  - **Maximum inflation: 5%**
- At each yearly reset until the Annuitant turns 75, we calculate the inflation-adjusted value as follows: (current inflation-adjusted value) X (1 + inflation rate).

The market value is calculated on the day of each reset. If that day is not a Valuation Date, it is calculated on the next Valuation Date.

If you made any withdrawals before the Annuitant's death, they will decrease the amount of the guaranteed minimum benefit and the inflation-adjusted value in proportion to your contract's market value before the withdrawal. This is how we calculate the reduced amounts:

$$\text{Amount of the guaranteed minimum benefit before the withdrawal} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value immediately before the withdrawal}} \right)$$

$$\text{Amount of the inflation-adjusted value before the withdrawal} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value immediately before the withdrawal}} \right)$$

### What we do when the Annuitant dies

Some time may pass between when we receive notification of the Annuitant's death and when we receive all the documents required by our administrative rules so we can pay the benefit. To protect the Beneficiary against market volatility during this period, we switch all Units attributed to your contract to Units of the DFS GIF – Money Market fund. We also stop deducting additional guarantee fees (see [Section 6.3](#)).

Once we've received all the required documents, we'll pay the Beneficiary a benefit equal to the market value of your contract at that time. If the death benefit calculated at the time we received notification of the Annuitant's death is greater, the Beneficiary will be entitled to this amount instead.

Your contract's market value is calculated on the day we receive all documents required by our administrative rules. If that day is not a Valuation Date or if we receive them after the Cut-Off Time, it is calculated on the next Valuation Date.

## EXAMPLE

### Death benefit

#### Year 1

- ① You deposit \$100,000. The guaranteed minimum benefit when the Annuitant dies and the inflation-adjusted value will then be **\$100,000** (100% X \$100,000).

#### Year 2

- ② **1 year after the date of your first deposit**, you are entitled to a reset based on the highest of: your contract's market value, the inflation-adjusted value or the amount of the current guaranteed minimum benefit. Consider this scenario:
- Your contract's market value increased to \$104,000
  - Inflation is 3%, which increases the inflation-adjusted value to \$103,000 [ $\$100,000 \times (1 + 3\%)$ ]
  - The amount of the current guaranteed minimum benefit is \$100,000

You are entitled to an increased guaranteed minimum benefit of **\$104,000** since the market value is the highest of the 3.

- ③ **6 months later**, you deposit an additional \$15,000. This deposit increases your guaranteed minimum benefit to **\$119,000** ( $\$104,000 + \$15,000$ ) and the inflation-adjusted value to **\$118,000** ( $\$103,000 + \$15,000$ ).

#### Year 3

- ④ **6 months later**, you are entitled to another yearly reset. Consider this scenario:
- The market value of your contract increased to \$120,000
  - Inflation is still 3%, which increases the inflation-adjusted value to \$121,540 [ $\$118,000 \times (1 + 3\%)$ ]
  - The amount of the current guaranteed minimum benefit is \$119,000

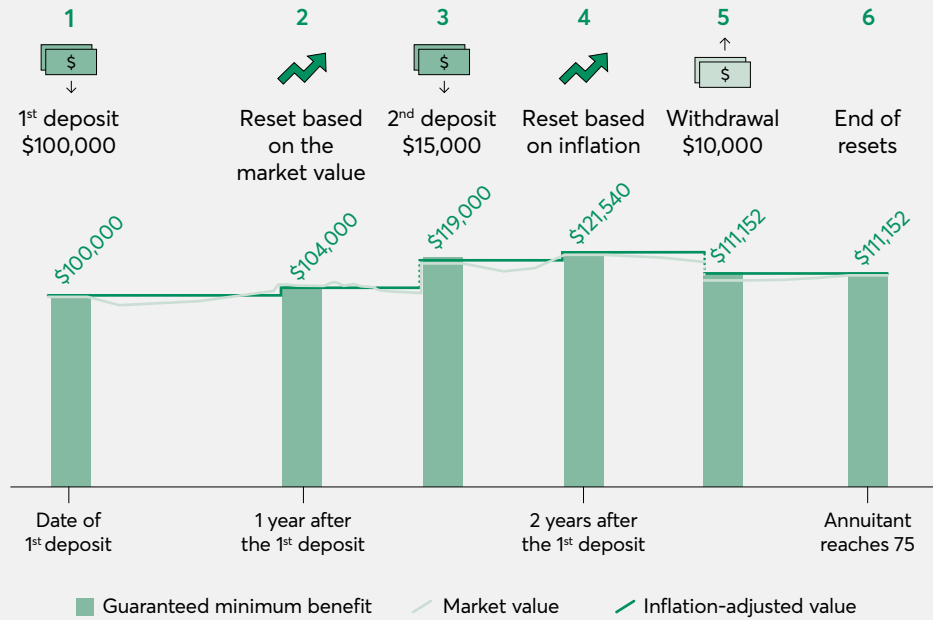
You are entitled to an increased guaranteed minimum benefit of **\$121,540** since the inflation-adjusted value is the highest of the 3.

- ⑤ **3 months later**, you withdraw \$10,000. This withdrawal decreases your guaranteed minimum benefit and the inflation-adjusted value in proportion to your contract's market value before the withdrawal. Let's say that value is \$117,000. Your guaranteed minimum benefit and the inflation-adjusted value will then be **\$111,152**. Here's the calculation:

$$\begin{array}{l} \text{Amount of the guaranteed minimum} \\ \text{benefit before the withdrawal} \\ \mathbf{\$121,540} \end{array} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value} \\ \text{immediately before the withdrawal}} \right) \\ \mathbf{(1 - \$10,000/\$117,000)}$$

$$\begin{array}{l} \text{Amount of the inflation-adjusted} \\ \text{value before the withdrawal} \\ \mathbf{\$121,540} \end{array} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value} \\ \text{immediately before the withdrawal}} \right) \\ \mathbf{(1 - \$10,000/\$117,000)}$$

- ⑥ **7 months later**, the Annuitant turns 75. Your right to yearly resets ends. The guaranteed minimum benefit will therefore remain at **\$111,152** until the Annuitant dies, if there are no new deposits or withdrawals.



| Date          | Annuitant's Age  | Transaction   | Amount    | Market Value before the Transaction | Market Value after the Transaction | Inflation Rate | Inflation-Adjusted Value | Guaranteed Minimum Death Benefit |
|---------------|------------------|---------------|-----------|-------------------------------------|------------------------------------|----------------|--------------------------|----------------------------------|
| <b>Year 1</b> | 72               | Deposit       | \$100,000 | n/a                                 | \$100,000                          | n/a            | \$100,000                | \$100,000                        |
| <b>Year 2</b> | (1 year later)   | Reset         | n/a       | \$104,000                           | \$104,000                          | 3%             | \$103,000                | \$104,000                        |
|               | 6 months later   | Deposit       | \$15,000  | \$101,000                           | \$116,000                          | n/a            | \$118,000                | \$119,000                        |
| <b>Year 3</b> | (6 months later) | Reset         | n/a       | \$120,000                           | \$120,000                          | 3%             | \$121,540                | \$121,540                        |
|               | 3 months later   | Withdrawal    | \$10,000  | \$117,000                           | \$107,000                          | n/a            | \$111,152                | \$111,152                        |
|               | 7 months later   | End of resets | n/a       | \$110,000                           | \$110,000                          | n/a            | n/a                      | \$111,152                        |

## 2.3 Helios2 – 100/100 i

|   |   |   |   |
|---|---|---|---|
| <p><b>100</b></p> <p><b>Guaranteed minimum maturity benefit</b></p> <p>100% or 75% of the initial value of your deposits<br/><b>less</b><br/>Adjustments for any withdrawals<br/><b>and</b><br/>Resets every 15 years or when you request it</p> <p><b>Maturity</b></p> | / | <p><b>100</b></p> <p><b>Guaranteed minimum death benefit</b></p> <p>100% of the initial value of the deposits<br/><b>less</b><br/>Adjustments for any withdrawals</p> <p><b>Death</b></p> | <p><b>i</b></p> <p><b>and</b></p> <p>Yearly resets until the Annuitant turns 75, based on inflation and other factors</p> |
|---|---|---|---|

### Maturity benefit: Every 15 years OR on the Annuitant's 105th birthday, at the latest

On the Annuitant's 105th birthday, or at the end of a 15-year period if you ask for the benefit to be paid, you will receive a benefit equal to:

|                              |    |   |
|------------------------------|----|---|
| Your contract's market value | OR | The guaranteed minimum benefit if it is greater |
|------------------------------|----|---|

This means that the Beneficiary will never receive less than the guaranteed minimum benefit, even if the market falls.

The guarantee and the contract end once the benefit has been paid.



Market value

#### Your contract's market value

[Section 4.2](#) explains how your contract's market value is calculated. It is calculated on the Annuitant's 105th birthday, at the end of each 15-year period or on the day we receive your instructions to reset the guaranteed minimum benefit amount. If that day is not a Valuation Date or if we receive your instructions after the Cut-Off Time, it is calculated on the next Valuation Date.

**The value of your contract is not guaranteed. It will change with the market value of the assets in the funds whose Units are attributed to this contract. The only guarantees are those described in this section.**

100%  
or 75%



Guaranteed minimum benefit

#### Guaranteed minimum benefit

The amount of the guaranteed minimum benefit is originally equal to **100%** of the initial value of your first deposit. It is **reset automatically at the end of every 15-year period or at your request** until the Annuitant's 105th birthday.

Each time you make an additional deposit within a year of the first deposit or of any reset (whether automatic or requested by you), the guaranteed minimum benefit is increased by **100%** of the value of that deposit. At any other moment, the guaranteed minimum benefit is increased by **75%** of the value of the deposit.

### Automatic Reset

Every 15 years, starting from the date of your first deposit, we compare your contract's market value with the guaranteed minimum benefit:

- **If it's greater**, we'll automatically increase the amount of the guaranteed minimum benefit that you're entitled to receive at the end of the next 15-year period (or on the Annuitant's 105th birthday) to match the market value of your contract.
- **If it's lower**, Units will be attributed to your contract to raise its market value to match the current guaranteed minimum benefit. The new Units will be distributed based on the fund and fee option allocations you chose before this addition. The additional Units don't count as a new deposit, so they won't increase the amount of the guaranteed minimum death benefit.

The 15-year period also restarts on this date.

### Reset at your request

Twice per calendar year, you can ask us to reset the amount of your guaranteed minimum benefit so that it matches the market value or the current guaranteed minimum benefit, whichever is higher. The 15-year period also restarts on the date of this reset.

If you made any withdrawals before the maturity date, they will decrease the amount of the guaranteed minimum benefit in proportion to your contract's market value before the withdrawal. This is how we calculate the reduced amount:

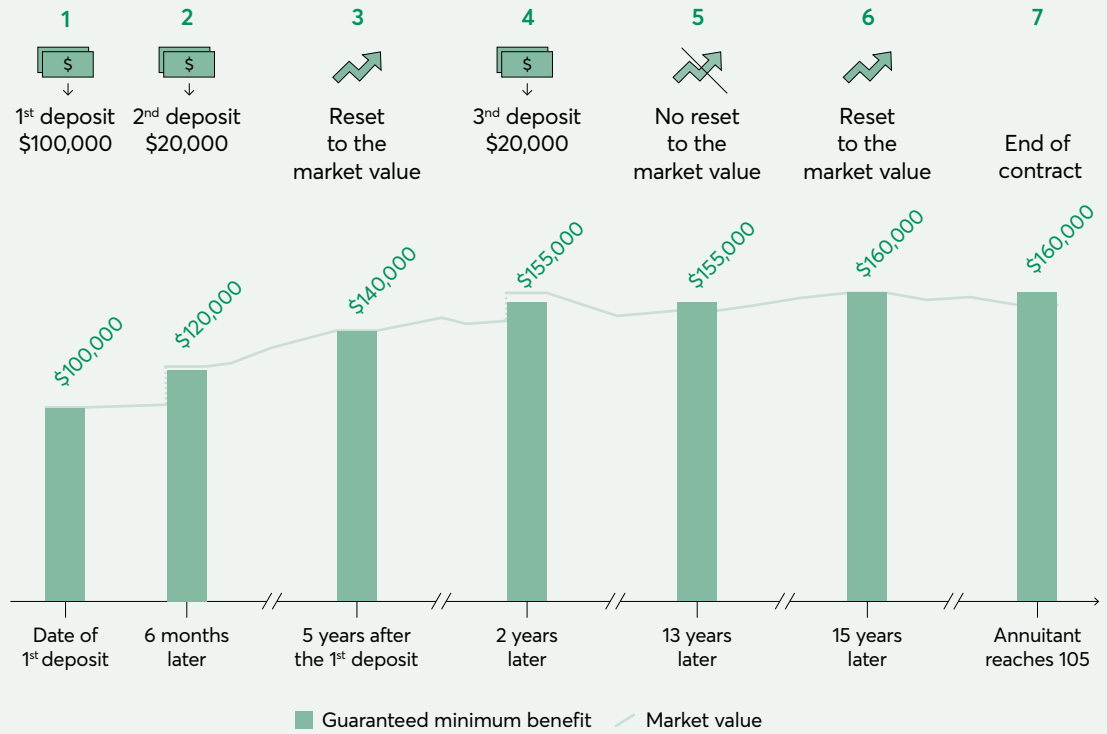
$$\text{Guaranteed minimum benefit amount before the withdrawal} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value immediately before the withdrawal}} \right)$$

## EXAMPLE

### Maturity benefit: Every 15 years OR on the Annuitant's 105th birthday, at the latest

- 1 You deposit \$100,000. The guaranteed minimum benefit at the end of the first 15-year period, or on the Annuitant's 105th birthday, will then be **\$100,000** (100% X \$100,000).
- 2 **6 months later**, you deposit an additional \$20,000. Since this deposit is less than a year after your first deposit, we add 100% of the second deposit's value to the guaranteed minimum benefit. Your guaranteed minimum benefit therefore increases to **\$120,000** [\$120,000 + (100% X \$20,000)].
- 3 **5 years after your first deposit**, the contract's market value increases to **\$140,000**. You ask us to reset your guaranteed minimum benefit. The 15-year period also restarts on the date of this reset.
- 4 **2 years later**, you deposit an additional \$20,000. Since this deposit is made more than a year after the last time your guaranteed minimum benefit was reset, we add 75% of the deposit's value to the guaranteed minimum benefit. Your guaranteed minimum benefit therefore increases to **\$155,000** [\$140,000 + (75% X \$20,000)].
- 5 **13 years later**, or 15 years after the last time your guaranteed minimum benefit was reset, your contract's market value drops to \$150,000. Your guaranteed minimum benefit will still be **\$155,000**. We add Units valued at \$5,000 to your contract to bring the market value up to \$155,000.
- 6 **15 years later**, your contract's market value has risen to \$160,000. Your guaranteed minimum benefit is increased to **\$160,000**.
- 7 **5 years later**, the Annuitant turns 105. The contract matures and your guaranteed minimum benefit is **\$160,000**. If your contract's market value is greater than \$160,000, you'll be entitled to the market value instead.





| Date           | Annuitant's Age      | Transaction                               | Amount    | Market Value before the Transaction | Market Value after the Transaction | Guaranteed Minimum Maturity Benefit |
|----------------|----------------------|---|-----------|-------------------------------------|------------------------------------|-------------------------------------|
| <b>Year 1</b>  | 65                   | Deposit                                   | \$100,000 | n/a                                 | \$100,000                          | \$100,000                           |
|                | 6 months later       | Deposit (guaranteed at 100%)              | \$20,000  | \$100,000                           | \$120,000                          | \$120,000                           |
| <b>Year 6</b>  | (5 years later) 70   | Reset at your request                     | n/a       | \$140,000                           | \$140,000                          | \$140,000                           |
| <b>Year 8</b>  | (2 years later) 72   | Deposit (guaranteed at 75%)               | \$20,000  | \$145,000                           | \$165,000                          | \$155,000                           |
| <b>Year 21</b> | (13 years later) 85  | Automatic reset (end of a 15-year period) | \$5,000   | \$150,000                           | \$155,000                          | \$155,000                           |
| <b>Year 36</b> | (15 years later) 100 | Automatic Reset (end of a 15-year period) | n/a       | \$160,000                           | \$160,000                          | \$160,000                           |
| <b>Year 41</b> | (5 years later) 105  | End of the contract                       | n/a       | \$150,000                           | \$150,000                          | \$160,000                           |

## Death Benefit

If the Annuitant dies before they turn 105, a benefit is paid to the Beneficiary when the Annuitant dies. The benefit paid is equal to:

|                                 |    |  |
|---------------------------------|----|--|
| Your contract's<br>market value | OR | The guaranteed minimum<br>benefit if it is greater |
|---------------------------------|----|--|

This means that the Beneficiary will never receive less than the guaranteed minimum benefit, even if the market falls.

The guarantee and the contract end once the benefit has been paid.



Market  
value

### Your contract's market value

[Section 4.2](#) explains how your contract's market value is calculated. It is calculated on the day we receive notification of the Annuitant's death, in accordance with our administrative rules. If that day is not a Valuation Date or if we receive this notification after the Cut-Off Time, it is calculated on the next Valuation Date.

**The value of your contract is not guaranteed. It will change with the market value of the assets in the funds whose Units are attributed to this contract. The only guarantees are those described in this section.**

100%



Guaranteed  
minimum  
benefit

### Guaranteed minimum benefit

The amount of the guaranteed minimum benefit is originally equal to **100%** of the initial value of your deposits. It is **reset each year** until the Annuitant's 75th birthday. Each time you make a deposit, the guaranteed minimum benefit is increased by **100%** of the value of that deposit.

The yearly resets are established as follows:

#### Yearly resets

- The greater of:
  - The inflation-adjusted value
  - Your contract's market value
  - The amount of the current guaranteed minimum benefit

#### Reset date

- **First reset:** 1 year after the date of your first deposit (see [Section 1.2](#))
- **Subsequent resets:** On that same date each year
- **Last reset:** On that same date of the year before the Annuitant's 75th birthday. For example, if the Annuitant's 75th birthday is on July 1 and the reset date is October 5, the last reset will occur on the October 5 before their 75th birthday, not the October 5 after it.



Inflation

### Calculating the inflation-adjusted value

- The inflation-adjusted value tracks the value of your deposits by taking inflation into account. It is originally equal to **100%** of the initial value of your deposits. Each time you make a deposit, the current inflation-adjusted value is increased by **100%** of the value of that deposit.
- The inflation rate is equal to the change in percentage of the Canadian Consumer Price Index (CPI) as reported by Statistics Canada for the prior one-year period ending November 30.
  - **Minimum inflation: 0%**
  - **Maximum inflation: 5%**
- At each yearly reset until the Annuitant turns 75, we calculate the inflation-adjusted value as follows: (current inflation-adjusted value) X (1 + inflation rate).

The market value is calculated on the day of each reset. If that day is not a Valuation Date, it is calculated on the next Valuation Date.

If you made any withdrawals before the Annuitant's death, they will decrease the amount of the guaranteed minimum benefit and the inflation-adjusted value in proportion to your contract's market value before the withdrawal. This is how we calculate the reduced amounts:

|  |   |   |
|--|---|---|
| Amount of the guaranteed minimum benefit before the withdrawal | x | $\left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value immediately before the withdrawal}} \right)$ |
| Amount of the inflation-adjusted value before the withdrawal   | x | $\left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value immediately before the withdrawal}} \right)$ |

**What we do when the Annuitant dies**

Some time may pass between when we receive notification of the Annuitant's death and when we receive all the documents required by our administrative rules so we can pay the benefit. To protect the Beneficiary against market volatility during this period, we switch all Units attributed to your contract to Units of the DFS GIF – Money Market fund. We also stop deducting additional guarantee fees (see [Section 6.3](#)).

Once we've received all the required documents, we'll pay the Beneficiary a benefit equal to the market value of your contract at that time. If the death benefit calculated at the time we received notification of the Annuitant's death is greater, the Beneficiary will be entitled to this amount instead.

Your contract's market value is calculated on the day we receive all documents required by our administrative rules. If that day is not a Valuation Date or if we receive them after the Cut-Off Time, it is calculated on the next Valuation Date.

## EXAMPLE

### Death benefit

#### Year 1

- ① You deposit \$100,000. The guaranteed minimum benefit when the Annuitant dies and the inflation-adjusted value will then be **\$100,000** (100% X \$100,000).

#### Year 2

- ② **1 year after the date of your first deposit**, you are entitled to a reset based on the highest of: your contract's market value, the inflation-adjusted value or the amount of the current guaranteed minimum benefit. Consider this scenario:
- Your contract's market value increased to \$104,000
  - Inflation is 3%, which increases the inflation-adjusted value to \$103,000 [ $\$100,000 \times (1 + 3\%)$ ]
  - The amount of the current guaranteed minimum benefit is \$100,000

You are entitled to an increased guaranteed minimum benefit of **\$104,000** since the market value is the highest of the 3.

- ③ **6 months later**, you deposit an additional \$15,000. This deposit increases your guaranteed minimum benefit to **\$119,000** ( $\$104,000 + \$15,000$ ) and the inflation-adjusted value to **\$118,000** ( $\$103,000 + \$15,000$ ).

#### Year 3

- ④ **6 months later**, you are entitled to another yearly reset. Consider this scenario:
- The market value of your contract increased to \$120,000
  - Inflation is still 3%, which increases the inflation-adjusted value to \$121,540 [ $\$118,000 \times (1 + 3\%)$ ]
  - The amount of the current guaranteed minimum benefit is \$119,000

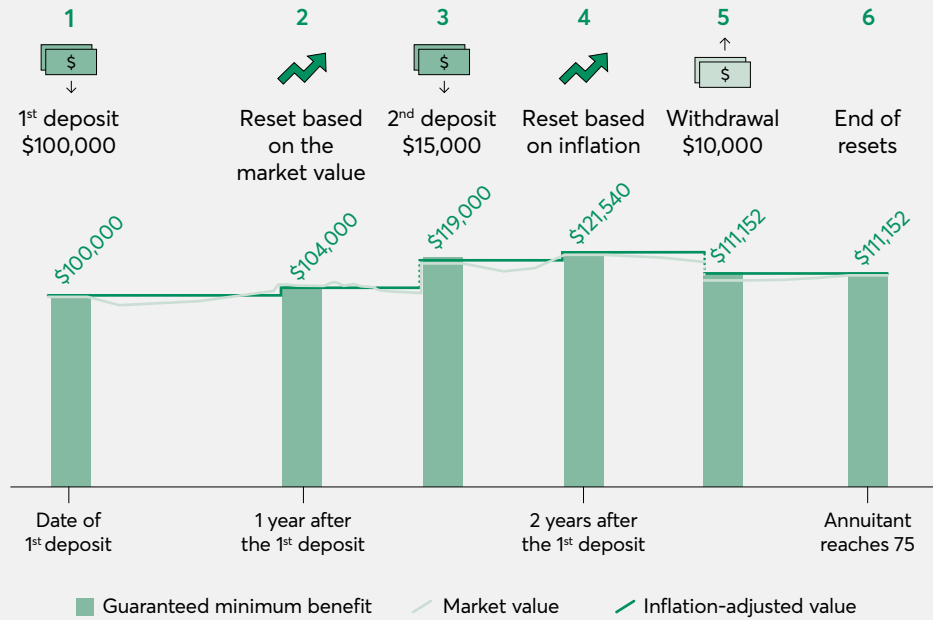
You are entitled to an increased guaranteed minimum benefit of **\$121,540** since the inflation-adjusted value is the highest of the 3.

- ⑤ **3 months later**, you withdraw \$10,000. This withdrawal decreases your guaranteed minimum benefit and the inflation-adjusted value in proportion to your contract's market value before the withdrawal. Let's say that value is \$117,000. Your guaranteed minimum benefit and the inflation-adjusted value will then be **\$111,152**. Here's the calculation:

$$\begin{array}{l} \text{Amount of the guaranteed minimum} \\ \text{benefit before the withdrawal} \\ \mathbf{\$121,540} \end{array} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value} \\ \text{immediately before the withdrawal}} \right) \\ \mathbf{(1 - \$10,000/\$117,000)}$$

$$\begin{array}{l} \text{Amount of the inflation-adjusted} \\ \text{value before the withdrawal} \\ \mathbf{\$121,540} \end{array} \times \left( 1 - \frac{\text{Amount of your withdrawal}}{\text{Your contract's market value} \\ \text{immediately before the withdrawal}} \right) \\ \mathbf{(1 - \$10,000/\$117,000)}$$

- 6 **7 months later**, the Annuitant turns 75. Your right to yearly resets ends. The guaranteed minimum benefit will therefore remain at **\$111,152** until the Annuitant dies, if there are no new deposits or withdrawals.



| Date          | Annuitant's Age  | Transaction   | Amount    | Market Value before the Transaction | Market Value after the Transaction | Inflation Rate | Inflation-Adjusted Value | Guaranteed Minimum Death Benefit |
|---------------|------------------|---------------|-----------|-------------------------------------|------------------------------------|----------------|--------------------------|----------------------------------|
| <b>Year 1</b> | 72               | Deposit       | \$100,000 | n/a                                 | \$100,000                          | n/a            | \$100,000                | \$100,000                        |
| <b>Year 2</b> | (1 year later)   | Reset         | n/a       | \$104,000                           | \$104,000                          | 3%             | \$103,000                | \$104,000                        |
|               | 6 months later   | Deposit       | \$15,000  | \$101,000                           | \$116,000                          | n/a            | \$118,000                | \$119,000                        |
| <b>Year 3</b> | (6 months later) | Reset         | n/a       | \$120,000                           | \$120,000                          | 3%             | \$121,540                | \$121,540                        |
|               | 3 months later   | Withdrawal    | \$10,000  | \$117,000                           | \$107,000                          | n/a            | \$111,152                | \$111,152                        |
|               | 7 months later   | End of resets | n/a       | \$110,000                           | \$110,000                          | n/a            | n/a                      | \$111,152                        |

# 3 Changing the guarantee during the contract term

## 3.1 You can change your guarantee once per calendar year

You can change your guarantee once per calendar year by sending us instructions. No other guarantee change will be authorized for the rest of the calendar year.

We may refuse your request if:

- The guarantee you want is unavailable for the funds we've invested your deposits in.

Once we receive your instructions, you will no longer be able to cancel your request to change guarantees for the year.

### Requirements

1. If you choose a guarantee that isn't available for the funds in which we've invested your deposits, you must choose a new fund allocation and inform us in writing. If not, we won't be able to change your guarantee.
2. We may request proof of the Annuitant's age.
3. The amount of your guaranteed minimum benefit must be greater than or equal to 75% of the initial value of all your deposits, less any adjustments due to withdrawals.
4. When you change your guarantee, you must comply with all of the new guarantee's requirements. This includes minimum deposit amounts.

### Effective date of guarantee change

The guarantee change comes into effect at the Cut-Off Time on the day we receive your instructions. If we receive these instructions on a day that is not a Valuation Date or after the Cut-Off Time, it will come into force on the next Valuation Date.

### Reset of the date and the initial value of your first deposit

When there's a change of guarantee, the contract is considered to have been reset:

- The **date of your first deposit** (which consists of all of the deposits in your contract) will, from then on, be the date when the guarantee change comes into effect.
- The **initial value of your first deposit** (which consists of all of the deposits in your contract) will, from then on, be your contract's market value on the date that the guarantee change comes into effect (see [Section 4.2](#)).

The new date and new value will be used to calculate the benefits that must be paid when the guarantee is paid out. If you change for the guarantee Helios2 – 100/100 i, this new date will be used to determine the date of the first 15-year period (see [Section 2.3](#)).

### Payment date for the additional fees if your new guarantee is Helios2 – 75/100 i or Helios2 – 100/100 i

The additional fees are paid by withdrawing Units on the last Valuation Date of the month, in accordance with our administrative rules.

**Changing the guarantee has no impact on the applicable series or fee option. For more information on series, see [Section 6.1](#). For more information on fee options, see [Section 6.2](#).**

## 3.2 We may modify, add or close guarantees

We can add new guarantees, modify an existing guarantee or close a guarantee. We will notify you in writing. We may refuse any additional deposits related to a modified or closed guarantee.

# 4 Funds we invest your deposits in

Each time you make a deposit, you must choose which guaranteed investment fund or funds you want us to invest it in. You can choose different funds for each of your deposits.

## 4.1 You choose the funds we invest your deposits in

All funds offered are described in the *Fund Facts* document you were given.

Access to some funds may be limited:

- Only some funds are available for Helios2 – 100/100 i. During the contract term, we may limit access to funds for this guarantee or other guarantees without prior notice. If your contract includes Units of a fund that is no longer available, you can no longer switch to this fund or direct additional deposits to this fund.

**If your contract includes Units of a fund that is no longer available for your guarantee, you must choose one or more available funds into which we will transfer the value of these Units. You must inform us in writing of the new fund allocation. Until we receive your instructions, we may temporarily switch the value of these Units to a fund that we choose. We will notify you in writing before making a temporary Unit switch.**

- We may also add, close or merge funds (see [Section 4.4](#)).

## 4.2 We attribute fund Units to your contract

Once you've chosen one or more funds, we attribute Units of those funds to your contract.

These Units will help us determine the value of the benefits that will be paid when the Annuitant dies or at the maturity date (see [Section 2](#)). They will also help us determine your contract's market value and the amounts that you can withdraw at any other time if you want to (see [Section 5](#)).

Units attributed to your contract are designated as Series 6 Units, Series 6F Units, Series 8 Units or Series 8F Units. These series indicate the management fees that apply to those Units (see [Section 6.1](#)).

Each Unit is also associated with a fee option (fee options A, D, E or F) (see [Section 6.2](#)).

You will not own fund Units or assets, which could include units in an Underlying Fund, nor will you acquire any direct claim on them. However, you are entitled to the benefits provided for in the contract. The funds belong to us and consist of assets that are separate from our other assets.

The Company reserves the right at its sole discretion to change any of the Underlying Funds or investments of a fund at any time.

### Number of Units attributed to your contract

The number of fund Units attributed to your contract depends on the amount of your deposit and the net asset value per Unit on the day the deposit was made (see [Section 1.2](#)). This is how it is calculated:

Amount of your deposit **DIVIDED** by the net asset value per Unit on the day the deposit was made.

## Calculating your contract's market value

Your contract's market value is equal to the market value of all your Units of the funds you chose. To determine this value, we must determine the value of all your Units in each fund. This means determining each fund's net asset value per Unit. To determine a fund's net asset value per Unit, we must determine the value of the fund at the Cut-Off Time on each Valuation Date. The net asset value per Unit remains valid until the Cut-Off Time on the next Valuation Date, when the fund's value will be determined once again. The following calculations are performed for each series (see [Section 6.1](#)):

### 1 Calculating a fund's value

A fund's value is calculated by determining the total market value of the assets in this fund and deducting the management expense ratio (MER).

The MER includes:

- Management fees
- Operating and administrative expenses
- Applicable sales taxes and income taxes
- Fees for the Helios2 – 75/75 guarantee

For more information on the MER, see [Section 6.1](#).

In determining the market value of the assets in a fund, securities are generally valued at prices determined by the markets in which they are traded or issued. However, the Company reserves the right at its sole discretion, subject to all applicable laws and regulations, to value an asset of a fund at such amount as it considers fair and reasonable in the circumstances.

### 2 Calculating a fund's net asset value per Unit

Fund value (see calculation above) DIVIDED by the number of Units of this fund.

### 3 Calculating the market value of all your Units in a single fund

The fund's net asset value per Unit (see calculation above) MULTIPLIED by the number of Units of this fund that are attributed to your contract.

### 4 Calculating your contract's market value

Total market value of all your Units of each fund.

The Company reserves the right at its sole discretion to change the frequency with which a Unit of a fund is valued. This is subject to the Fundamental changes section (see [Section 8.1](#)). However, Units will always be valued at least once per month.

The Valuation Date may be postponed, or the valuation frequency may change depending on circumstances out of our control.

## 4.3 You can change funds if you want

You can switch some or all of your Units of a fund to another fund at any time by sending us a written request. You will not have to pay any fees and the amount of your guaranteed minimum benefits will not be decreased.



## Requirements

You must meet the following conditions:

1. You must keep the same fee option (fee options A, D, E or F), unless you choose to go from Fee Option A to Fee Option F or from Fee Option F to Fee Option A (if your contract is held externally in an intermediary or nominee account) (see [Section 6.2](#)).
2. You must keep the same guarantee.
3. The fund that you want to switch to must be one of the funds available for your guarantee.
4. If you are not switching all your Units of the original fund to the other fund, you must switch at least \$500 worth of Units.
5. If after the switch the Units you have remaining in the original fund under a fee option are worth less than \$500, we will switch all of your Units to the other fund.

You can only switch Units 4 times per calendar year.

The value of the Units at the time of the switch is equivalent to the market value of the Units in the original fund on the day we receive your request. If that day is not a Valuation Date or if we receive your request after the Cut-Off Time, it is calculated on the next Valuation Date.

We cannot guarantee any return and we accept no liability for any losses or unwanted tax implications. **Also, please note that for tax purposes, such a switch may entail a capital gain or loss if your contract is not registered** (see [Section 12.1](#)).

## 4.4 We can add, close or merge funds

We can add a fund, close a fund or merge funds at any time. We can also change any of a fund's underlying investments.

### Fund closure

**We will notify you in writing at least 60 days before closing the fund:**

- If Units of a fund that we close are attributed to your contract, the value of your Units will be transferred to another fund of our choosing.
- If the fund that replaces the closed fund charges higher management fees, or if the investment objectives of this fund differ from those of the closed fund, this is considered to be a fundamental change. Your rights in the event of a fundamental change are explained in [Section 8.1](#).

The value of the Units that will be transferred is equal to the market value of your Units of the fund to be closed on the Valuation Date just before the closure comes into effect.

If we close all funds, we will transfer your contract's market value into an interest-bearing account with the Company. You will be able to make withdrawals from this account.

### Fund merger

**We will notify you in writing at least 60 days before the proposed fund merger:**

- If we want to merge two or more funds that you've chosen.
- If we want to merge one or more funds that you've chosen with segregated funds from one or more other insurers to create a "new fund." This may occur following a merger with these insurers or as part of selling a block of business.

Your rights in the event of a merger are explained in [Section 8.3](#).

**The value of your contract is not guaranteed. It will change with the market value of the assets in the funds whose Units are attributed to this contract. The only guarantees are those described in [Section 2](#).**

# 5 Withdrawals



Withdrawal

You can withdraw some or all of your contract's market value at any time.

Such withdrawals can have tax implications (see [Section 13](#)).

## 5.1 How to make a partial or total withdrawal

To make a partial or total withdrawal, you must send us a request in writing.

The following conditions must be met before we can process your request:

- The request must be signed by the Beneficiary if you have named an irrevocable Beneficiary.
- It must include clear and specific instructions, with information such as the withdrawal amount and the funds from which the withdrawals must be made.

Our administrative rules stipulate that we cannot process a request that isn't clear and specific enough, or that you haven't duly authorized.

### Partial withdrawals

You can make partial withdrawals of at least \$500:

- Your partial withdrawal must not bring your contract's value below \$1,000. Otherwise, we will consider it to be a total withdrawal. If this happens, we will send you the balance remaining in your contract and your contract will end.

The contract's market value is calculated on the day we receive your withdrawal request. If that day is not a Valuation Date or if we receive your request after the Cut-Off Time, it is calculated on the next Valuation Date.

**A partial withdrawal, including a systematic withdrawal plan, decreases the amount of the guaranteed minimum benefit.**

If you make a partial withdrawal, the amount of your withdrawal will decrease the guaranteed minimum benefit to be paid when the Annuitant dies, on their 105th birthday or at the end of a 15-year period (Helios2 – 100/100 i). It will decrease in proportion to your contract's market value before the withdrawal (see the calculations for the applicable guarantee in [Section 2](#)).

### Total withdrawals

You can withdraw the full value of your contract at any time. If you make a total withdrawal, your contract will end.

### Systematic withdrawal plan

You can ask for an amount to be regularly withdrawn from your contract and paid in Canadian dollars directly into an account you hold at a financial institution in Canada. You may ask for withdrawals to be made on a monthly or other regular basis as set out in our administrative rules.

These systematic withdrawals must be at least \$50.

You can suspend or end these withdrawals at any time.

If these systematic withdrawals use up your contract's market value, the contract will end and the guarantees will no longer apply.

**The value of your contract is not guaranteed. It will change with the market value of the assets in the funds whose Units are attributed to this contract. Therefore, the value of your withdrawal cannot be guaranteed. The only guarantees are those described in [Section 2](#).**

### What we do when you want to withdraw Units

Your instructions must tell us the withdrawal amount, the fee option and the funds you want to make the withdrawal from. We withdraw the Units that have been attributed to your contract for the longest time first. For example:

#### Year 1

- You purchase a contract on January 1.
- Units of fund 1 were attributed to your contract on January 1, after you made your first deposit.

#### Year 2

- Other Units of fund 1 were attributed to your contract on March 1, after you made an additional deposit.
- You want to withdraw \$10,000 on October 1.
- First, we withdraw the Units attributed on January 1 of the previous year (year 1), since they were attributed before all the other Units. If there are not enough of them to cover the \$10,000 you requested, we withdraw the Units attributed on March 1.

## 5.2 Types of withdrawals that are exempted from the rules in this section

The rules in this section do not apply to withdrawals made by the Company to cover additional fees for guarantees (Helios2 – 75/100 i and Helios2 – 100/100 i).

## 5.3 Your right of withdrawal may be suspended

We may decide to suspend your right of withdrawal at our sole discretion and for any period. This can happen when normal trading is suspended on any stock exchange in or outside Canada where securities in a fund or an Underlying Fund are traded. This can also happen when the right of withdrawal applicable to an Underlying Fund is suspended or when any restriction on the fund prevents us from converting our units of that Underlying Fund into cash. We will decide when such withdrawals will be permitted again. You will have to submit a new request when the suspension ends.

# 6 How much this contract costs

Here's an overview of the various costs:

| Charges to the funds   | Charges to the Owner   |
|--|--|
| <p><b>Management expense ratio or MER</b></p> <p>→ See <a href="#">Section 6.1</a></p> <ul style="list-style-type: none"><li>• Management fees</li><li>• Operating and administrative expenses, taxes</li><li>• Helios2 – 75/75 guarantee fees</li></ul> | <p><b>+ Other fees</b></p> <p>Advisory service fee (if you choose Fee Option F)<br/>→ See <a href="#">Section 6.2</a></p> <p>Additional guarantee fees for Helios2 – 75/100 i and Helios2 – 100/100 i<br/>→ See <a href="#">Section 6.3</a></p> <p>Short-term trading fees<br/>→ See <a href="#">Section 6.4</a></p> |

## 6.1 Management expense ratio (MER)

We are responsible for the day-to-day management and operations of all funds. More precisely, we are responsible for providing accounting, administrative and portfolio management services, as well as other services and facilities. We may also entrust these services to third parties. In exchange, we collect the various fees set out in this section.

The total for management fees, operating and administrative expenses, applicable sales and income taxes and fees for the Helios2 – 75/75 guarantee, expressed as an annual percentage, is known as the MER. The MER does not factor in fees and expenses paid directly by the contract Owner (for example, additional fees for Helios2 – 75/100 i or Helios2 – 100/100 i). The management fees, the MER and the guarantee fees applicable to each fund are indicated in the *Fund Facts* document.

### Management fees

Management fees include all management fees charged for the management we do and, if our funds consist of Underlying Funds, the management fees for the Underlying Funds. We will never charge these fees in duplicate. For Series 6 and 8, they also include commissions paid to your advisor and the distributor they do business with.

We can increase or decrease the amount of these fees at any time. If the fees are increased, you will have certain rights (see [Section 8.1](#)).

### **Commissions paid to your advisor and distributor**

The Helios2 contract is sold through licenced life insurance advisors in Canada.

For all fee options except Fee Option F, we pay a commission to the distributor your advisor does business with. The amount of the commission is based on:

- The amount of your deposits
- The fee option you choose (see [Section 6.2](#))
- The market value of your contract throughout the calendar year

Your advisor receives some of this commission.

Before choosing the fee option, talk to your advisor.

### **Operating expenses, administrative expenses and sales and income taxes**

Each fund must pay operating and administrative expenses, including:

- Legal fees
- Audit and custodial fees
- Bank fees
- Interest charges
- Costs related to the establishment, administration and maintenance of contracts
- Other expenses incurred in the ordinary course of business relating to the establishment, management and operation of the fund

It must also pay certain sales and income taxes related to its operations (such as foreign income tax).

### **Helios2 – 75/75 guarantee fees**

Helios2 – 75/75 guarantee fees are included in the MER. We can increase or decrease the amount of these fees at any time. Depending on how much the fees are increased, you will have certain rights (see [Section 8.1](#)).

### **Applicable series (Series 6, 6F, 8 or 8F)**

The series applicable to your Units determine the applicable MER. The applicable series depends on:

- the market value of your contract and of any other individual variable annuity contract (guaranteed investment fund) that you have already entered into with us and is still in effect
- the fee option you choose

We can attribute both Series 6 and Series 6F Units or Series 8 or and Series 8F Units to your contract.

### **Applicable series based on the market value of your contracts**

If the market value of all your contracts is less than \$250,000, we apply the Series 6 MER to your Units, or the Series 6F MER if you choose Fee Option F (see below). If the market value of all your contracts is greater than or equal to \$250,000, we apply the lower Series 8 MER to your Units, or the lower Series 8F MER if you choose Fee Option F (see below).

The calculation includes the contracts of which you are the sole contract owner and the contracts you hold with a co-owner.

Contracts held externally in an intermediary or nominee account are considered separately. For example, if you personally hold 2 contracts in your name with a total value of \$200,000, including a Helios2 contract, and if 2 contracts valued at \$280,000, including a Helios2 contract, are held by an intermediary, we apply the Series 6 MER to the Units of the Helios2 contract that you hold personally and the Series 8 or 8F (if you choose Fee Option F) MER to the Units of the Helios2 contract held by an intermediary.

The market value of your contracts can change at any time due to market movements, additional deposits or withdrawals. The MER applicable to your Units could also change at any time. Consequently, we will perform a periodic evaluation to determine which MER is applicable to your Units. We can also change this contract's series if we believe that transactions are carried out in such a way as to circumvent the minimum value restrictions.

### **Applicable series based on the fee option you choose**

Series 6 or 8 applies to your Units if you choose fee options A, D or E. Series 6F or 8F applies to your Units if you choose Fee Option F. Fee Option F is only available for contracts held externally in an intermediary or nominee account.

The Series 6F and 8F MER is lower because it does not include the sales or trailing commission we pay to your advisor and the distributor they do business with when you choose fee options A, D or E. With Fee Option F, your advisor and distributor are instead compensated with an advisory service fee that you pay them, of an amount that you agreed upon with your advisor.

If you change the fee option associated with your Units to go from Fee Option F to Fee Option A or from Fee Option A to Fee Option F (see [section 6.2](#)), we will change the series applicable to these Units accordingly.

For more information on the fee options you can choose, see [section 6.2](#).

### **Recap**

#### **Series 6 and 6F (contracts under \$250,000)**

- If, when you purchase this contract, the market value of all your contracts is less than \$250,000, the Units attributed to this contract will be Series 6 or 6F (if you choose Fee Option F) Units.
- If, over time, the contract's market value grows until it is greater than or equal to \$250,000, we will automatically convert the Units into Series 8 or 8F (if you choose Fee Option F) Units. They will be converted back into Series 6 or 6F Units if the value of all your contracts falls below \$150,000.

#### **Series 8 and 8F (reduced fees – contracts of \$250,000 or more)**

- If, when you purchase this contract, the market value of all your contracts is greater than or equal to \$250,000, the Units attributed to this contract will be Series 8 or 8F (if you choose Fee Option F) Units.
- They will be converted into Series 6 or 6F (if you choose Fee Option F) Units if the value of all your contracts falls below \$150,000. They will be automatically converted back into Series 8 or 8F Units if the value of all your contracts rises back to \$250,000 or more.

#### **Example for determining the applicable MER**

- You hold contract A with a market value of \$65,000.
- You also hold contract B with a market value of \$150,000.
- You purchase a Helios2 contract and deposit \$25,000. The total value of your contracts is \$240,000. Therefore, Series 6 or 6F (if you choose Fee Option F) apply to the Units in your Helios2 contract.
- You deposit an additional \$10,000 in your Helios2 contract. The total value of your contracts is \$250,000. Only the Units of your Helios2 contract become eligible for Series 8 or 8F (if you choose Fee Option F).
- Over time, the market value of all your contracts decreases to \$100,000. We then convert the Units in your Helios2 contract into Series 6 or 6F.

## Which series is applicable to your Units?

|   | You choose fee options A, D or E for your Units | You choose Fee Option F for your Units |
|---|---|--|
| Market value of all your contracts* < \$250,000 | Series 6  | Series 6F                              |
| Market value of all your contracts* > \$250,000 | Series 8  | Series 8F                              |

\* Market value of your Helios2 contract and of any other individual variable annuity contract (guaranteed investment fund) that you have already entered into with us and is still in effect.

## MER calculation

**Amount of the MER** = % of the fund's net assets. The applicable percentage changes depending on which funds you've chosen and which MER applies. The latest *Fund Facts* document shows the amount of the MERs.

**Calculating and paying the MER:** The MER is not deducted directly from your deposits. It is a percentage deducted from each fund's net assets that is paid to the Company. It will decrease the market value of the fund's net assets and, consequently, will decrease the net asset value per Unit of the fund (see [Section 4.2](#)).

The MER is calculated and accrued on each day and is deducted on each Valuation Date.

We can change how often the MER is calculated and charged at any time without notifying you.

If a fund holds any part of its assets in Underlying Funds which are exchange traded funds, index participation units or similar securities, any expenses for such securities are included in the market value of such Underlying Funds but are not included in the MER.

## 6.2 Choosing a fee option when making a deposit

Every time you make a deposit, you must tell us in writing which fee option you want us to apply to your Units. You can choose between 4 fee options:

- **Fee Option A (No Load):** No sales charges or withdrawal fees.
- **Fee Option D (No Load – Advisor Chargeback):** No sales charges or withdrawal fees. However, there is a commission chargeback for the distributor and advisor (3 years).
- **Fee Option E (No Load – Advisor Chargeback):** No sales charges or withdrawal fees. However, there is a commission chargeback for the distributor and advisor (5 years).
- **Fee Option F (Advisory Service Fee):** No sales charges or withdrawal fees. You determine with your advisor the fees you will pay your advisor and distributor. This option is only available for contracts held externally in an intermediary or nominee account.

You can choose different options for each of your deposits.

**Once the deposit has been made, you will no longer be able to change the chosen fee option, except to go from Fee Option A to Fee Option F or from Fee Option F to Fee Option A (you will not have to pay any fees for such a change and the amount of your guaranteed minimum benefits will not be decreased). But you can choose a different option for future deposits.**

If you make frequent or short-term transactions, we may charge additional fees (see [Section 6.4](#)).

### Fee Option A

You don't have to pay any sales charges or withdrawal fees regardless of when or how much you withdraw. Your advisor and the distributor they do business with are compensated by receiving a trailing commission for as long as you own the Units associated with this fee option. This commission is determined by the market value of these Units.

## Fee options D and E

You don't have to pay any sales charges or withdrawal fees regardless of when or how much you withdraw.

Your advisor and the distributor they do business with receive a sales commission when you make a deposit and choose one of these fee options. When you make a withdrawal, your advisor and distributor may have to refund some or all of the sales commission they received. In such cases:

| Fee Option   | Commission refund   |
|--------------|---|
| Fee Option D | Commission must be refunded if the Units withdrawn had been attributed to your contract for <b>3 years or less.</b> |
| Fee Option E | Commission must be refunded if the Units withdrawn had been attributed to your contract for <b>5 years or less.</b> |

Your advisor and the distributor they do business with are also compensated by receiving a trailing commission for as long as you own the Units associated with one of these fee options. This commission is determined by the market value of these Units.

## Fee Option F

You don't have to pay any sales charges or withdrawal fees regardless of when or how much you withdraw.

Your advisor and the distributor they do business with do not receive any sales commission or trailing commission. Instead, you determine with your advisor the fees you will pay them for their services and advice and the way these fees will be calculated and paid to your advisor and distributor. For example, if your agreement with your advisor or distributor provides for it, Units may be withdrawn at your advisor or distributor's request for the payment of the advisory service fee and applicable sales taxes. Such a withdrawal will decrease the amount of your guaranteed minimum benefits like any withdrawal under [Section 5](#).

Advisory service fee relating to an individual variable annuity contract, such as the Helios2 contract, are not tax deductible in accordance with the tax rules in effect (see [Section 12.1](#)).

Since we do not pay a trailing commission to your advisor and distributor under this fee option, Series 6F or 8F apply to your Units and your MER is lower (see [Section 6.1](#)).

**Fee Option F is only available if your contract is held externally in an intermediary or nominee account. If you request that your contract be no longer held externally in an intermediary or nominee account, your Units associated with Fee Option F will from now on be associated with Fee Option A instead.**

Also, we reserve the right to change the fee option associated with your Units if the expiration or termination of your agreement with your advisor or distributor for the payment of the advisory service fee is brought to our attention. If we exercise this right, your Units associated with Fee Option F will from now on be associated with Fee Option A instead.

In both of these cases, the amount of your guaranteed minimum benefits is not decreased when we change the fee option associated with your Units.



### 6.3 Additional fees for Helios2 – 75/100 i and Helios2 – 100/100 i

If you choose the Helios2 – 75/100 i guarantee or the Helios2 – 100 /100 i guarantee, additional fees will be charged.

The fee amount is based on the applicable guarantee and the value of each fund that you've chosen. We can increase or decrease the fee amount at any time. Depending on how much the fees are increased, you will have certain rights (see [Section 8.1](#)).

#### Calculation of additional fees for Helios2 – 75/100 i and Helios2 – 100/100 i

We calculate the fee amount per fund. This is how it is calculated:

Market value of your Units in the fund on the last Valuation Date of each month

**MULTIPLIED** by the % applicable based on the chosen guarantee (see the table in the *Fund Facts* document)

**DIVIDED** by 12

(See [Section 4.2](#) to see how we calculate the value of your Units per fund)

#### Monthly payment of additional fees

Once a month, we withdraw Units to cover these fees. Units are withdrawn according to our administrative rules, prior to any other transaction being processed, on the last Valuation Date of the month. This withdrawal is not considered to be a withdrawal as defined in [Section 5](#). Consequently, this withdrawal will not decrease the amount of your guaranteed minimum benefits.

### 6.4 Short-term trading fees

If you make frequent or short-term transactions, we may charge additional fees. These fees represent 2% of the amount of each transaction.

For example, we can ask you to pay 2% in fees if you make frequent withdrawals. We may also charge such fees if you switch Units from one fund to another fund.

We reserve the right to determine which transactions are frequent or short-term transactions. We may also refuse such a transaction. We can increase the amount of these fees at any time. In such case, we will give you prior notice.

# 7 Time limits for cancelling your contract or a deposit

You can change your mind and cancel your contract (including your first deposit). You can also cancel an additional deposit after the fact without cancelling your contract.

If you cancel your contract (including your first deposit), you must notify us in writing by the earlier of:

- 2 business days after you receive the contract purchase confirmation from us, OR
- 5 business days after we send you the contract purchase confirmation

If you cancel an additional deposit, you must notify us in writing by the earlier of:

- 2 business days after receiving the deposit confirmation, OR
- 5 business days after we send you the deposit confirmation

Your cancellation will apply to that deposit.

If you cancel the contract or your deposit within the time limit, we will refund you the initial amount of your deposit. However, if the value of your deposit has fallen between the date your contract came into force and the date of the cancellation request, or between your deposit date and the date of the cancellation request, we will refund only the market value of your deposit at the Cut-Off Time on the day we receive your instructions. If that day is not a Valuation Date or if we receive these instructions after the Cut-Off Time, it will be determined on the next Valuation Date. We'll also refund any fees you have paid.

# 8 Changes to this contract

We may make changes to this contract. Only certain people are authorized to modify this contract on the Company's behalf: the Company's President, Chief Executive Officer, Chief Operating Officer, Vice-President Investment Solutions, Corporate Secretary or Assistant Corporate Secretary or any person of equivalent title.

We will notify you of these changes by sending a notice to the most recent address we have on file for you. If we add new fees, you will be given prior notice.

When applicable legislation, regulations and guidelines are amended, the contract is deemed to have been amended accordingly.

## 8.1 Fundamental changes

We will notify you in writing at least 60 days in advance if we make one of the following fundamental changes:

- We change the fundamental investment objectives of the funds. The current objectives of each of the funds are set out in the *Fund Facts* document.
- We increase the current guarantee fees and the total for these increases amounts to more than the greater of 0.5% (50 basis points), or 50% of a fund's total guarantee fees before the increase.
- We increase the management fees.
- We decrease the frequency with which a fund's Units are valued.

An increase in management fees for an Underlying Fund that increases a fund's management fees is a fundamental change.

Once we send you such a notice, we may refuse any and all new deposits or switches into the fund or funds affected.

Once you've been notified of such a change:

- You'll have the right to switch the value of your Units for Units of another fund or funds that are not affected by this change, without incurring any fees. The Unit switch will occur on the date the change comes into effect. The new funds chosen for this switch must have a similar investment objective and invest in similar asset classes as the original fund. They must also charge management fees and guarantee fees that are no higher than those of the original fund. Funds like that are what we call similar funds.
- If similar funds are not available for the guarantee you've chosen, you'll have the right to withdraw the market value of your Units without incurring any withdrawal fees. The withdrawal will occur on the date the change comes into effect.
- If you want to do one of these transactions, you must give us clear instructions in writing and we must have received and approved them at least 5 days before the change comes into effect.

These rights are set out in the guidelines for this kind of contract published by the Canadian Life and Health Insurance Association and the Autorité des marchés financiers (in Quebec). If these guidelines are amended, we can modify your rights accordingly.

If your contract is non-registered, you may incur a capital gain or loss if you withdraw or switch your Units.

If your contract is registered as an RRSP or RRIF, withdrawing Units may result in taxable income.

A change made to the investment objectives of an Underlying Fund will not be considered a fundamental change and will not give you the right to switch Units or withdraw their value as set out in this section. An Underlying Fund can change its investment objectives with the approval of its unitholders. Once the change is approved, we will notify you.

## 8.2 Closing of funds, series or fee options

We may close funds, series or fee options at any time. In such cases, we will notify you in writing at least 60 days before the proposed closure. The value of your Units will be transferred to another fund, series or fee option. If we close all funds, the value of your Units will be transferred into an interest-bearing account. You will be able to make withdrawals from this account. If closing the fund, series or fee option results in a fundamental change, you will have the rights described above (see also [Section 4.4](#)).

The value of the Units that will be transferred is equal to the market value of your Units in the fund, series or fee option to be closed calculated on the Valuation Date before the closure comes into effect.

## 8.3 Fund merger

If we merge one or more funds, we will notify you in writing at least 60 days before the proposed fund merger.

We will fulfill the requirements set out in the guidelines for this kind of contract published by the Canadian Life and Health Insurance Association and the Autorité des marchés financiers (in Quebec). If these guidelines are amended, we can modify your rights accordingly.

# 9 Annual statement and financial statements

## 9.1 Your annual statement

At least once per calendar year, we will send you information about your contract. This includes the number and value of Units attributed to your contract, and the deposits and withdrawals you made during the year.

## 9.2 Fund financial statements (provided upon request)

You can ask us for:

- A copy of the audited annual financial statements
- A copy of the unaudited semi-annual financial statements

These financial statements show the management fees, management expense ratio (MER) and the fund's rate of return.

Our contact information is provided in [Section 15.3](#). The financial statements are also available on our website: [desjardinslifeinsurance.com](http://desjardinslifeinsurance.com).

# 10 Life annuity

A life annuity is an amount that we pay you regularly until the Annuitant dies.

## 10.1 Between the Annuitant's 65th and 105th birthdays

### You can ask us to pay a life annuity

As the Owner of your contract, you have the right to receive a life annuity starting on the Annuitant's 65th birthday. You will receive the benefits of the annuity unless you have designated another person to receive them.

To obtain this annuity, you can ask us to convert some or all of the market value of your contract. If your contract's entire market value is converted into an annuity, your contract and its guarantees will end, except with respect to the payment of the annuity.

### Calculating your life annuity

We calculate the annuity providing annual payments you are entitled to receive based on the Annuitant's age and the number of \$1,000 increments in the contract that you want to convert into a life annuity.

We use the Annuitant's age at the time your annuity request is received. Once established, the amount does not change, even though the Annuitant gets older.

#### If the Annuitant is a man, we calculate the life annuity as follows:

| Life annuity   | Example   |
|--|---|
| $= \$1,000 / (60 - (\text{the Annuitant's age} \times 0.5))$ | If the Annuitant is 80, you are entitled to \$50 annually per \$1,000 in your contract:<br>$\$1,000 / (60 - (80 \times 0.5)) = \$50$<br>You will therefore receive \$500 per year if your contract is valued at \$10,000, which represents 10 increments of \$1,000 each. |

#### If the Annuitant is a woman, we calculate the life annuity as follows:

If the Annuitant is a woman, we use the same calculation but subtract 5 years from her age.

| Life annuity   | Example   |
|--|---|
| $= \$1,000 / (60 - ([\text{the Annuitant's age} - 5 \text{ years}] \times 0.5))$ | If the Annuitant is 80, you are entitled to \$44.40 annually per \$1,000 in your contract.<br>$\$1,000 / (60 - ([80 - 5] \times 0.5)) = \$44.40$<br>You will therefore receive \$444 per year if your contract is valued at \$10,000, which represents 10 increments of \$1,000 each. |

## Systematic withdrawal plan and partial or total withdrawals

If you convert only some of the market value of your contract into a life annuity, you retain the right to set up a systematic withdrawal plan or to make additional withdrawals as long as your contract has not ended (see [Section 5.1](#)).

- To ask us to set up a systematic withdrawal plan, see [Section 5.1](#).
- To make a partial or total withdrawal, see [Section 5.1](#).

You can combine several options, but you must always comply with applicable laws, the Income Tax Act in particular.

Remember that any withdrawal can decrease the guaranteed minimum benefits (see [Section 5](#)).

## 10.2 As of the Annuitant's 105th birthday

On the Annuitant's 105th birthday, your benefit will be automatically converted into a life annuity unless you instruct us otherwise in writing. You will receive the benefits of the annuity unless you have designated another person to receive them. Your contract and its guarantees will end, except with respect to the payment of the annuity. You will not be able to choose the terms and conditions for this annuity. Each month, you will receive a payment of \$92.50 for every \$10,000 in your contract. This life annuity is guaranteed for 10 years.

If you do not want your benefit to be automatically converted into an annuity, you can choose one of the following two options before the Annuitant's 105th birthday by notifying us in writing:

- Receive a benefit equal to the guaranteed minimum benefit or the market value of your Units if it is greater (see [Section 2](#)).
- Ask for your benefit to be converted at the maturity date into any other type of single premium annuity we offer at the rate in effect at the time you choose this annuity, subject to applicable laws and our administrative rules. We will then be released from all obligations in this contract, and the provisions of the new annuity contract will apply.

**The value of your contract is not guaranteed. It will change with the market value of the assets in the funds whose Units are attributed to this contract. The only guarantees are those described in [Section 2](#).**

# 11 Contract type: Non-registered contract, RRSP, RRIF or TFSA

When you apply for this contract, you must choose a contract type. You have several options:

- A contract registered with the Canada Revenue Agency (RRSP, RRIF, TFSA)
- A non-registered contract

The contract type has implications for the tax rules that apply at various times, such as:

- When you decide how much you will deposit
- When you make a withdrawal during the contract term
- When the fund allocates income, capital gains and capital losses
- When we pay a benefit on the Annuitant's death, on their 105th birthday or at the end of each 15-year period (Helios 2 – 100/100 i).

The Income Tax Act applies to all contract types.

## 11.1 Specific conditions for all registered contracts (RRSP, RRIF, TFSA)

Contracts registered with the Canada Revenue Agency may have tax advantages. However, they place certain restrictions on you and specific conditions apply to each kind of registered contract.

If your investment is a registered contract (RRSP, RRIF, TFSA), you must be both the contract Owner and the Annuitant. Your Spouse cannot become the new Annuitant or contract Owner.

If your contract is held externally in an intermediary or nominee account, we do not register your contract as an RRSP, RRIF or TFSA with the Canada Revenue Agency. In this case, Sections 11.2 to 11.5 do not apply to your contract. The trustee of your plan is required to satisfy the requirements necessary to comply with the Income Tax Act applicable to your plan, including the minimum amount payment under a RRIF. Please refer to the declaration of trust or equivalent document of the trustee registered plan governing your intermediary or nominee account for information about your plan.

## 11.2 Specific conditions for RRSPs (RSP endorsement)

If you have requested that your contract be registered as a registered retirement savings plan (RRSP) under section 146 of the *Income Tax Act* (Canada), these conditions apply to your contract. They take precedence over any conflicting provisions in this contract.

In this section, "You" and "the Owner" always refer to the RRSP's "annuitant" as defined in subsection 146(1) of the *Income Tax Act* (Canada).

An RRSP includes a locked-in retirement account (LIRA) approved under applicable pension legislation. In this case, additional conditions apply (see [Section 11.5](#)).

### Maximum annual amounts for your deposits

If your contract is registered as an RRSP, your deposit is considered to be a contribution (except for certain transfers eligible under the Income Tax Act). The Income Tax Act sets a maximum for annual RRSP contributions (contribution room). The amount of your annual deposits cannot exceed this maximum. If you deposit more than the maximum, you'll have made an excess contribution and you'll have to pay a penalty under Part X.1 of the *Income Tax Act* (Canada).

If you or your Spouse who contributes to the contract (spousal RRSP) have to pay this penalty for an excess contribution, we will withdraw from your contract enough Units to decrease or eliminate the penalty otherwise payable for the following months. To ensure we do this, you must send us proof that this penalty is payable. In addition, the withdrawal will not be greater than the value of your Units at the time of withdrawal, calculated in accordance with [Section 4.2](#). Such a withdrawal of Units will be considered a withdrawal defined in Section 5 and will decrease the amount of your guaranteed minimum benefits.

## Termination of RRSP in the year you turn 71

The Income Tax Act doesn't allow you to hold an RRSP after December 31 of the year you turn 71. You must therefore choose one of the following two options before the end of the year you turn 71:

- **Set up a RRIF or convert your contract into a RRIF.** To keep your guarantees, you must convert this contract into a Helios2 RRIF covered by the same guarantee. This option is the only one that allows you to keep your guarantees. Your deposit dates remain the same for the purposes of the guarantee. If you decide you want a RRIF, see [Section 11.3](#).
- **Choose an annuity option** that qualifies as "retirement income" as defined in subsection 146(1) of the *Income Tax Act* (Canada). You can choose one of the annuity options available, such as a life annuity or a term certain annuity that lasts until you turn 90.

Please let us know what you decide no later than November 1 of the year you turn 71. If not, we will assume that you request us to register your contract as a RRIF in accordance with section 146.3 of the *Income Tax Act* (Canada). Consequently, we will automatically transfer the value of your Units (calculated as shown in [Section 4.2](#)) into a Desjardins Financial Security Guaranteed Investment Funds Plan – Helios2 RRIF contract.

## Impact of choosing an annuity option

If you've chosen an annuity, we must start paying it to you no later than the calendar year after the year you turn 71.

Setting up the annuity will terminate your Helios2 contract and its guarantees. Consequently, we will no longer have to apply the guarantees or fulfill any other obligation under this contract, except for the obligations related to the annuity and all obligations required by law.

We must pay your annuity in equal annual or more frequent periodic payments. We will pay this annuity until the date of its last scheduled payment or until the last Annuitant dies, depending on the annuity option chosen.

If you partially surrender your annuity, we will continue to pay the remaining balance of your annuity in equal annual or more frequent periodic payments.

The following conditions also apply:

- If the annuity is to be paid to your Spouse when you die, we will continue to pay it. If the annuity is to be paid to another person (such as your child), we will not continue to pay it. In such cases, the annuity will be surrendered and paid out as a lump sum.
- If we continue to pay the annuity to your Spouse after you die, the total amount of payments made in a year following your death cannot be greater than the total amount of payments made in a year before your death.
- Additional deposits cannot be made after the annuity has been set up.

In short, the only payments that we will make to you after you opt for an annuity are:

- Your annuity.
- A lump sum, in the event of a full or partial surrender of the annuity (if allowed), OR
- A lump sum, in the event of a surrender of the annuity, if the annuity is payable to someone other than your Spouse when you die.



## Additional information on RRSPs

- If you haven't yet opted for an annuity or RRIF, we won't pay out any amounts except for your withdrawals, the death benefit or a "refund of premiums" as defined in subsection 146(1) of the *Income Tax Act* (Canada) (in the form of a lump-sum payment).
- You cannot transfer your contract or any annuity payment payable under the contract to another person or assign it as collateral (including hypothecs in Quebec).
- We may change these conditions at any time to comply with the provisions governing retirement savings plans.
- If you die before the end of the year you turn 71 without having requested an annuity, we'll apply the guarantee chosen in your Helios2 contract and pay the death benefit to the Beneficiary named in your contract. Since the contract will have ended and no annuity was set up, your Spouse cannot become its new Owner or Annuitant after your death.

## 11.3 Specific conditions for RRIFs (RIF endorsement)

If you have requested that your contract be registered as a registered retirement income fund (RRIF) under section 146.3 of the *Income Tax Act* (Canada), these conditions apply to your contract. They take precedence over any conflicting provisions in this contract.

In this section, "You" and "the Owner" always refer to the RRIF's "annuitant" as defined in subsection 146.3(1) of the *Income Tax Act* (Canada).

A RRIF includes a life income fund (LIF) approved under applicable pension legislation. In this case, additional conditions apply (see [Section 11.5](#)).

### Minimum annual payments

#### Annual Minimum amount for payments

The amounts paid must meet the "minimum amount" as defined in subsection 146.3(1) of the *Income Tax Act* (Canada) for a calendar year.

We may pay this amount in a single annual payment or in several payments per year, whichever you prefer.

#### Beginning of minimum payments

Payments begin on the start date indicated in the contract application or any other instructions we have approved.

However, we must start paying minimum amounts by the earlier of:

- The calendar year after the year that the RRIF comes into effect
- The calendar year after the year that you turn 71

### Impact of payments on your guarantees

The amounts you receive under a RRIF, including the minimum amount that we must pay you under the *Income Tax Act*, are considered to be withdrawals. Consequently, each payment decreases the amount of your guaranteed minimum benefits.

For example, if you chose the Helios2 – 75/75 guarantee, we must start paying you an annual minimum amount the year after the year when the RRIF comes into effect. In such cases, the amounts you receive will decrease the guaranteed minimum benefit paid out when you die or on your 105th birthday, in proportion to your contract's market value at the time of these withdrawals (see [Section 2](#)).

When you die, we will pay your Beneficiary a benefit in the form of a lump-sum payment that is calculated based on the guarantee you chose. Since the contract will have ended, your Spouse cannot become its new Owner or Annuitant after your death.

## Permitted deposits

Only certain kinds of deposits may be made to your RRIF:

- Transfer from an RRSP or another RRIF of which you are the "annuitant" as defined in the *Income Tax Act*;
- Transfer of amounts as described in subparagraph 60(l)(v) of the *Income Tax Act* (Canada);
- Transfer from an RRSP or RRIF held by your Spouse or your former Spouse if you divided your property following your separation or divorce (in accordance with subparagraph 146.3(2)(f)(iv) of the *Income Tax Act* (Canada));
- Transfer from a deferred profit sharing plan (DPSP) in accordance with subsection 147(19) of the *Income Tax Act* (Canada);
- Transfer from a registered pension plan (RPP) of which you are a member, as defined in subsection 147.1(1) of the *Income Tax Act* (Canada);
- Transfer from an RPP in accordance with subsection 147.3(5) or (7) of the *Income Tax Act* (Canada);
- Transfer from a specified pension plan in circumstances where subsection 146(21) of the *Income Tax Act* (Canada) applies;
- Transfer from a pooled registered pension plan (PRPP) in accordance with subsection 147.5(21) of the *Income Tax Act* (Canada);
- Transfer from an advanced life deferred annuity, if the transfer is a refund described under paragraph (g) of the definition "advanced life deferred annuity" in subsection 146.5(1) of the *Income Tax Act* (Canada);
- Transfer from a Tax-Free First Home Savings Account (FHSA) in accordance with subsection 146.6(7) of the *Income Tax Act* (Canada).

## Transfer from one RRIF to another

You must submit a written request to withdraw the value of your Units (calculated as described in [Section 4.2](#)) and transfer it to another RRIF held with us or another company. You may request a partial or total transfer. We must also send that company the information needed to maintain the RRIF.

We must pay you the minimum amount for the year the transfer is made (as defined in subsection 146.3(1) of the *Income Tax Act* (Canada)). We will therefore hold on to an amount that is equal to the remainder of that year's minimum amount so that we can pay it to you.

However, we will not carry out the transfer if the value of your Units (calculated as described in [Section 4.2](#)) is less than the remainder of that year's minimum amount.

## Additional information on RRIFs

- You cannot transfer this contract to another person or assign it as collateral (including a hypothec in Quebec). You also cannot assign or transfer any amounts payable under the contract.
- We will make only those payments described in paragraphs 146.3(2)(d) and 146.3(2)(e), in the definition of "retirement income fund" in subsection 146.3(1), and in subsections 146.3(14) and 146.3(14.1) of the *Income Tax Act* (Canada).
- We may change these conditions at any time to comply with the provisions governing retirement income funds.

## 11.4 Specific conditions for TFSAs (tax-free savings account endorsement)

If you have asked us to make an election with the Minister of National Revenue to register your Helios2 contract as a tax-free savings account (TFSA) under section 146.2 of the *Income Tax Act* (Canada), these conditions will apply to your contract. They take precedence over any conflicting provisions in this contract.

In this section, "You" refers to the TFSA's "holder" as defined in subsection 146.2(1) of the *Income Tax Act* (Canada). You must be at least 18 years of age to hold a TFSA and the contract must be maintained for your exclusive benefit until you die.

You can make withdrawals from your TFSA in accordance with Section 5 of this contract. Please keep in mind that any withdrawals you make will decrease your guaranteed minimum benefit in proportion to your contract's market value before the withdrawal (see [Section 2](#)).

### Maximum annual amounts for your deposits

If your contract is registered as a TFSA, your deposit is considered to be a contribution (except for certain transfers allowed under the *Income Tax Act*).

The *Income Tax Act* sets a maximum for annual TFSA contributions (contribution room). The amount of your annual deposits cannot exceed this maximum. If you exceed it, you'll have made an excess contribution and you'll be required to pay a penalty under section 207.02 of the *Income Tax Act* (Canada). A penalty also applies under section 207.03 of the *Income Tax Act* (Canada) if you contribute to a TFSA at a time when you are non-resident of Canada.

If you are required to pay one or the other of these penalties, we will withdraw enough Units from your contract to decrease or eliminate the penalty otherwise payable for the following months. To ensure we do this, you must send us proof of the excess contribution. This withdrawal will not be greater than the value of your Units at the time of withdrawal, calculated in accordance with [Section 4.2](#). Such a withdrawal of Units will be considered a withdrawal defined in Section 5 and will decrease the amount of your guaranteed minimum benefits.

### Transfer from one TFSA to another

You may submit a written request to withdraw the value of your Units (calculated as described in [Section 4.2](#)) and transfer the amount to another TFSA you hold. You may request a partial or total transfer.

### When you die

When you die, we will pay the benefit calculated based on the guarantee you chose. If your Beneficiary is your Spouse, they may choose to designate some or all of the benefit as an "exempt contribution" as set out in subsection 207.01(1) of the *Income Tax Act* (Canada). Doing so will allow your Spouse to transfer some or all of the benefit to another TFSA they hold, without affecting their existing TFSA contribution room. However, any income generated between your death and the payment of the benefit cannot be designated as an "exempt contribution." The prescribed conditions must be met. Since the contract ends when you die, your Spouse cannot replace you as the holder of your TFSA.

The income generated in your TFSA until your death is not taxable, but the income generated between your death and the payment of the benefit to your Beneficiary is taxable.

## Additional information on TFSAs

- You and the Company are the only parties with rights regarding the amounts, withdrawal schedule and investment of funds.
- Only you can contribute to your TFSA.
- You can assign this contract as collateral for a loan or other debt (including a hypothec in Quebec) if the conditions of subsection 146.2(4) of the *Income Tax Act* (Canada) are met.
- We may change these conditions at any time to comply with the provisions governing tax-free savings accounts.

## 11.5 Locked-in pension benefits (registered contracts)

### Locked-in retirement accounts (LIRAs)

Specific conditions apply if you have requested that your contract be registered as a registered retirement savings plan (RRSP) and your contributions to this contract consist of locked-in pension benefits as defined in one of the following acts:

- *Pension Benefits Standards Act* (British Columbia)
- *Employment Pension Plans Act* (Alberta)
- *The Pension Benefits Act, 1992* (Saskatchewan)
- *The Pension Benefits Act* (Manitoba)
- *Pension Benefits Act* (Ontario)
- *Supplemental Pension Plans Act* (Quebec)
- *Pension Benefits Act* (New Brunswick)
- *Pension Benefits Act* (Nova Scotia)
- *Pension Benefits Act, 1997* (Newfoundland)
- *Pension Benefits Standards Act, 1985* (Canada)

These conditions are provided to you in a separate document. If this contract includes a provision that conflicts with these conditions, these conditions take precedence. Conditions for RRSPs also apply.

### Life income funds (LIFs)

Specific conditions apply if you have requested that your contract be registered as a registered retirement income fund (RRIF) and your contributions to this contract consist of locked-in pension benefits as defined in one of the following acts:

- *Pension Benefits Standards Act* (British Columbia)
- *Employment Pension Plans Act* (Alberta)
- *The Pension Benefits Act, 1992* (Saskatchewan)
- *The Pension Benefits Act* (Manitoba)
- *Pension Benefits Act* (Ontario)
- *Supplemental Pension Plans Act* (Quebec)
- *Pension Benefits Act* (New Brunswick)
- *Pension Benefits Act* (Nova Scotia)
- *Pension Benefits Act, 1997* (Newfoundland)
- *Pension Benefits Standards Act, 1985* (Canada)

These conditions are provided to you in a separate document. If this contract includes a provision that conflicts with these conditions, these conditions take precedence. Conditions for RRIFs also apply.

## 11.6 Ownership of non-registered contracts (co-owners and contingent owner)

### A contract can have two Owners and two Annuitants only in certain cases

If you are married or in a civil union, or if you have a common-law partner at the time of the application, you and your spouse can become co-owners of the contract. In this case, you and your spouse are both presumed to be the contract's Annuitants. The death benefit will only be paid when the second Annuitant dies. If you don't want this to be the case, the contract application must name a single Annuitant.

**In all other cases, your contract can only have one Owner and one Annuitant.**

### Joint ownership with rights of survivorship (subrogated owner in Quebec)

- **For all provinces and territories, except Quebec:** If a co-owner has been named, you and your co-owner acknowledge that the type of ownership qualifies as "joint ownership with rights of survivorship".
- **For Quebec:** If a co-owner has been named, you and your co-owner acknowledge that you have named each other as the contract's subrogated owner.

In both cases, this means that when you die or the co-owner dies, if the deceased person was not the sole Annuitant, all rights and obligations arising from the contract will be transferred to the other co-owner. The surviving co-owner becomes the sole Owner of the contract and no ownership will be transferred to the estate of the deceased Owner.

### Contingent owner (subrogated owner in Quebec)

If you are the sole Owner of the contract and you are not the Annuitant (the contract does not end when you die), you may name a contingent owner of the contract (subrogated owner in Quebec). The following conditions apply:

- The person you designate must be your spouse by marriage or civil union, or your common-law partner at the time of the application.
- You may name a contingent owner (subrogated owner in Quebec) only once for the whole duration of this contract, but you may revoke the contingent owner at any time.

When you die, the contingent owner (subrogated owner in Quebec) will become the new Owner of the contract if they are still alive. If you have not named a contingent owner (subrogated owner in Quebec), or if they are not alive at the time of your death, then your estate will become the Owner.

# 12 Tax treatment of your contract

The funds are known as "segregated funds" as defined in section 138.1 of the *Income Tax Act* (Canada). Their income is calculated separately from the Company's.

The funds do not pay income to the Owners. Rather than being paid out, the income generated by a fund, less applicable expenses, remains in the fund. This is to your benefit since the value of your Units, and therefore the market value of your contract, increases in line with the funds' income.

## 12.1 Tax treatment of non-registered contracts

### Fund income, capital gains and capital losses are allocated to you each year

Tax Income Tax Act requires fund income, capital gains and capital losses to be allocated to contract Owners for tax purposes each year. The funds therefore do not have taxable income and generally don't pay Canadian income taxes. However, a fund's foreign income may be subject to income tax charged by a foreign country.

We allocate income, capital gains and capital losses to you in accordance with the Income Tax Act and our administrative rules in effect. Income may be allocated to you for a calendar year even if you withdrew the full value of your contract before the end of that year. The type of income (interest, dividends, foreign income), capital gains and capital losses earned by a fund generally stays the same when we allocate it to you.

### Your contract's adjusted cost base

Your contract's adjusted cost base (tax cost) increases when the following items are allocated to you:

- Interest
- Dividends
- Foreign income
- Capital gains (excluding those related to withdrawals)

In addition, the contract's adjusted cost base is decreased by the capital losses (excluding those related to withdrawals) that are allocated to you. Please note that other items are also included when calculating the adjusted cost base.

Your contract's adjusted cost base is used to determine the tax implications when disposing of fund Units.

### Taxable dispositions

Certain events result in a taxable disposition of fund Units and may consequently lead to a capital gain or loss for you:

- A full or partial withdrawal of your contract's value (including withdrawals to pay additional guarantee fees or advisory service fees and applicable sales taxes).
- Any withdrawal we make to pay income tax if you are or become a non-resident of Canada.
- A switch of Units from one fund to another fund. However, a simple switch from one series to another or from one fee option to another is not considered to be a taxable disposition.
- A change in the ownership of this contract (excluding transfers to the Spouse in accordance with the prescribed conditions).
- The death of the contract's Annuitant or Owner.
- A withdrawal or switch of Units after we make a fundamental change to the funds, or when we close one of the funds.

### Tax treatment of your contract's income

We send you your tax slips each year. These slips list the income (interest, dividends, foreign income), foreign income tax, capital gains and capital losses allocated to you by the funds. The tax slips also include capital gains and losses related to withdrawals of Units and switches of Units from one fund to another fund. You must include these amounts in your taxable income, even if none of them were paid to you.

Please note that there is some uncertainty over the tax treatment of payments we make to you under this contract's guarantees. We will proceed based on our understanding of the Income Tax Act. But you are responsible for the appropriate tax treatment of the guarantee payments in your income tax return or returns and any related tax liabilities. You are also responsible for determining and reporting the tax implications of a change in the contract's ownership.

### **Tax treatment of advisory service fees (Fee Option F)**

Withdrawals of Units associated with Fee Option F to cover the amount of the advisory service fee and applicable sales taxes result in a taxable disposition and may consequently lead to a capital gain or loss for you.

The Canada Revenue Agency has advised that advisory service fees relating to an individual variable annuity contract, such as the Helios2 contract, are not tax deductible under the Income Tax Act. We will not produce any tax document for this fee. It is recommended that you discuss the tax treatment of advisory service fees with your tax advisor.

Advisory service fees are subject to applicable sales taxes.

## **12.2 Tax treatment of RRSPs and RRIFs**

If your contract is registered as an RRSP or RRIF, you don't add the income or capital gains allocated by the fund to your taxable income for the year they are realized. Also, capital losses allocated by the fund are not deductible for the year they occur.

Withdrawals you make from the fund are taxable unless the amounts withdrawn are transferred directly to another registered plan eligible under the Income Tax Act. Withdrawals may also be subject to withholding tax. But the Income Tax Act does not require withholding tax on the minimum payment from a RRIF. In addition, your contract's value is taxable when you die, aside from eligible tax-deferred transfers permitted by the Income Tax Act.

Payments we make to your registered contract as a result of a guarantee are not taxable. However, they must be included in your income when amounts are withdrawn from your contract or when you die.

If the contract is an RRSP, you may have the right to deduct some or all of your contributions when calculating your income tax. If your contract is a spousal RRSP, your Spouse may have the right to deduct their contributions.

The Income Tax Act may require certain withdrawals from a spousal RRSP or spousal RRIF to be included in your Spouse's income. You are responsible for complying with these rules.

We will issue the required tax slips at the time of a withdrawal or death. We will also issue receipts for RRSP contributions.

We will not deduct withholding taxes from withdrawal of Units associated with Fee Option F to cover the amount of the advisory service fee (Fee Option F) and applicable sales taxes and you won't have to report them as a taxable income. Advisory service fees relating to a contract registered as an RRSP or RRIF are not tax deductible. They are subject to applicable sales taxes.

## **12.3 Tax treatment of TFSAs**

If your contract is registered as a TFSA, you don't add the income or capital gains allocated by the fund to your taxable income for the year they are realized. Similarly, capital losses allocated by the fund are not deductible for the year they occur. In addition, you cannot deduct any contributions made to your contract from your income.

Any withdrawals you make and payments we make to you under a guarantee are not taxable. The TFSA is also terminated when you die. The contract's value is not taxable when you die, but income accrued after that date is taxable.

We will generally not deduct withholding tax.

We will not issue tax slips except to report income accrued after death.

We will not deduct withholding taxes from withdrawal of Units associated with Fee Option F to cover the amount of the advisory service fee (Fee Option F) and applicable sales taxes and you won't have to report them as a taxable income. Advisory service fees relating to a contract registered as a TFSA are not tax deductible. They are subject to applicable sales taxes.

## 12.4 Non-resident of Canada for tax purposes

Notify us if you are not a tax resident of Canada or if you stop being one. Your tax residence has important implications with respect to tax. In general, the information on the tax treatment of your contract does not apply to your specific situation.

If your contract is not registered, some income allocated to you by the funds will be subject to withholding tax. We can use your contract's Units to pay this tax. Such a withdrawal of Units will be considered a withdrawal defined in Section 5 and will decrease the amount of your guaranteed minimum benefits. A withdrawal of Units to pay income tax is a taxable disposition from your perspective.

If your contract is registered as an RRSP or RRIF, we will withhold taxes on withdrawals and when you die.

## 12.5 Talk to a tax expert for advice

The purpose of this section is to give you some general information. It is not intended to offer you tax advice and it does not cover all potential tax implications.

We are not responsible for the tax implications of any changes in a tax authority's interpretation of the Income Tax Act or of any amendment to the Income Tax Act itself.

We recommend that you make sure you properly understand your tax situation and get the opinion of a tax expert or independent advisor.

# 13 Transfer of your contract

## 13.1 We can transfer your contract to another insurance company

If we transfer your contract to another insurance company after we've received the required regulatory approval, our relationship with you will end. You will have to submit all your requests to the other insurance company, which will have to honour all the conditions of your contract. We will be released of all our obligations set out in your contract.

## 13.2 You can assign your contract as collateral or transfer it to another person in certain situations

If your contract is not registered as an RRSP or RRIF, it can be assigned as collateral (including hypothecs in Quebec) or, when our administrative rules permit it, transferred to another person. You must notify us in writing.

If you assign your contract as collateral (including a hypothec in Quebec), the Company accepts no responsibility for the validity of such an assignment.

A change in ownership may have tax implications. You are responsible for reporting any capital gains or losses related to the transfer.

If your contract is registered as a TFSA, you can generally assign it as collateral (including a hypothec in Quebec), but you cannot transfer it to another person (see [Section 11.4](#)).



# 14 Other

## 14.1 Your contract may be protected from your creditors

Your contract may be protected from your creditors under certain conditions, depending on whom you've named as your Beneficiary. If it is protected, your creditors will not be able to seize your contract in the event of bankruptcy or legal action.

Please note that this protection is limited and does not apply in all situations. For example, your contract may not be protected if it is held externally in an intermediary or nominee account.

Ask a legal advisor about your specific situation if you're looking for this kind of protection.

## 14.2 Loan and non-forfeiture options

Your contract does not include any loan or non-forfeiture options.

## 14.3 Other material facts

### Material contracts

Over the last 2 years, the Company and its subsidiaries have not entered into any contract that could reasonably be regarded as presently material to you with respect to this contract or a fund offered under this contract. This excludes contracts that we have signed over the normal course of our business.

### Interest of management and others in material transactions

Over the last 3 years, there have been no material transactions for the Company or any of its subsidiaries with respect to this contract or a fund offered under this contract in which a member of the Company's senior management, or one of its directors or any associated or related person or legal entity, has a material interest.

### Auditor

Our auditor is PricewaterhouseCoopers LLP. Their address is 2640, Laurier Boulevard, Suite 1700, Quebec City, Quebec G1V 5C2.

### Other material facts

There are no material facts to be reported with respect to this contract, aside from those already listed in this contract and the information folder.

# 15 Notices, instructions and contact information

## 15.1 Clear written instructions signed by you

Any instructions that you send us regarding a transaction or change that you wish to make must be clear and unambiguous. Your instructions must be provided in writing and signed by you. All instructions must be approved by the Company.

## 15.2 Your contact information

We will send any notices required under the contract or the law in writing to the most recent address we have on file for you. Please advise us of any change in your address.

We may send notices or any other correspondence to someone other than you if your contract is held externally in an intermediary or nominee account. However, you must give us written authorization and we must agree to do so.

## 15.3 Our contact information

Our contact information is:

Desjardins Financial Security, Guaranteed Investment Funds Administration  
1150, rue de Claire-Fontaine, Quebec City, Quebec G1R 5G4  
Phone: 1-877-647-5435 (options 9-1-2)  
Fax: 1-888-926-2987  
Email: [gifclientservice@dfs.ca](mailto:gifclientservice@dfs.ca)

# 16 Effective date

This contract comes into effect on the date of your first deposit (see [Section 1.2](#)) and after your application has been accepted by the Company.

# 17 Contract interpretation

The Company may from time to time choose to not enforce all of its rights under this contract. This does not mean that we are waiving any of these rights. We will always retain the right to enforce the terms and conditions of this contract.

Section headings and reference citations appearing in this contract are for convenience only. They are not to be considered as an aid to interpretation.

# 18 Limitation of actions

Any action or proceeding against the Company for the recovery of insurance benefits payable under this contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for Alberta, British Columbia, and Manitoba), the *Limitations Act, 2002* (for Ontario), the *Civil Code of Québec* (for Quebec) or other applicable legislation (for all provinces and territories).



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The Contract and Information Folder and the *Funds Facts* document contain important information on the Desjardins Financial Security Guaranteed Investment Funds Plan – Helios2 and the DFS Guaranteed Investment Funds. The Contract and Information Folder also contains defined terms. Please read these documents carefully before investing.

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