



MEMORANDUM OF OPERATION

AS AMENDED AND RESTATED

May 25, 2023

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MEMORANDUM OF OPERATION

Part I - Statement of Purpose

1.01 Purpose

This Memorandum of Operation describes the Canadian Life and Health Insurance Compensation Corporation (the "**Corporation**") protection of life insurance and health benefits for policyholders.

Reference is made to By-Law No. 1 of the Corporation, as it may be amended, supplemented, and restated from time to time, (the "**By-Law**"). If there are any conflicts between the terms of this Memorandum of Operations and the By-Law, the By-Law shall prevail.

Part II - Covered Benefits to Covered Persons

2.01 Covered Benefits

- a) For purposes of this Memorandum of Operation, "**Benefit**" means a benefit to a policyholder under a Policy. The Corporation covers Benefits under Policies issued in Canada by a Member to a Canadian citizen or a Canadian Resident ("**Covered Benefits**"), except the following:
 - i. Benefits covered by another Compensation Scheme,
 - ii. Benefits that were insured by Members pursuant to the termination provisions of the By-Laws, or
 - iii. Benefits specifically listed in Schedule A.
- b) Where a Policy stipulates that future Benefits will be provided by the issuance of a new Policy, the Covered Benefits under that new Policy will be eligible for protection, such as the conversion of a term policy to a new policy.
- c) When the Corporation provides protection to the policyholders of an Insolvent Member it will arrange for the Covered Benefits to be continued under substantially the same terms and conditions.
- d) If there arises a Benefit or combination of Benefits not explicitly covered under this Memorandum of Operation (a "**New Benefit**"), the Corporation will cover 90% of a New Benefit under Policies issued in Canada by a Member to a Canadian citizen or a Canadian Resident. This level of protection will remain until a comprehensive assessment of the New Benefit has been completed by the Corporation and a determination has been made by the Corporation as to whether protection would apply to such New Benefit.

2.02 Components of protection

Covered Benefits are categorized under six components of protection:

i. Death Benefit Protection

Death Benefit Protection applies to the sum insured under Policies of life insurance and is provided in addition to any Cash Value Protection. Death Benefits are usually issued under the following types of Policies: permanent life insurance (including whole life and universal life), Term to 100, term insurance, paid-up insurance, and accidental death benefits.

For clarity, accumulation annuities and other accumulated amounts which are payable on death are covered under the Cash Value Protection or the Accumulated Value Protection, not under the Death Benefit Protection.

ii. Cash Value Protection

Cash Value Protection applies to the cash surrender value issued under Policies of life insurance. Cash Value Protection Benefits are usually issued under the following types of Policies: traditional life insurance, universal life insurance, term to 100, paid-up insurance, and the lump sum portion of structured settlements. The protection ensures that the covered amount is paid on death or surrender.

iii. Segregated Fund Guarantee Protection

Segregated Fund Guarantee Protection applies to (i) the guaranteed amount payable at maturity or death under a segregated fund Policy; and (ii) the Guaranteed Withdrawal Balance under a segregated fund Policy, if no withdrawals have been made in the last twelve months. Segregated Fund Guarantee Protection ensures that the guaranteed amount is paid when the Policy reaches its maturity date.

iv. Accumulated Value Protection

Accumulated Value Protection applies to the account value of accumulation annuities and other accumulated amounts. Such Benefits are usually found in deferred annuities, universal life overflow accounts, premium deposit accounts and dividend deposit accounts. For clarity, death benefits of Group Retirement Plan Policies are protected under the Accumulated Value Protection.

v. Monthly Income Protection

Monthly Income Protection applies to income Benefits that are periodically distributed and not in lump sum, such as Benefits paid out pursuant payout annuities, structured settlements, disability income and long-term care. Monthly Income Protection also applies to Guaranteed Income Benefits under a segregated fund Policy, if a withdrawal has been made in the last twelve months.

vi. Health Expense Protection

Health Expense Protection applies to (i) Benefits for the reimbursement of health expenses and to critical illness Benefits that are paid in lump sum; and (ii) to lump sum payments pursuant to Benefits under Loss of Employment Insurance. Health Expense Benefits are usually issued under the following types of Policies: travel insurance, critical illness insurance and supplementary medical expense insurance.

2.03 Covered Person

- a) A “**Covered Person**” for a particular component of Covered Benefit is identified in Table 1 and must also be a Canadian citizen or a Canadian Resident.

Table 1: Identification of Covered Persons

Component of Protection	Covered Person is defined as
Death Benefit Protection	The life insured
Cash Value Protection	The Policy owner
Segregated Fund Protection	<ul style="list-style-type: none"> i) For the guarantee on the principal, the Policy owner; and ii) For the death Benefit, the named beneficiary (or beneficiaries)
Accumulated Value Protection	<ul style="list-style-type: none"> i) The Policy owner; and ii) Where the participant in a pension plan bears the investment risk, each participant is covered separately under the Group Registered Benefit Accumulated Value Protection. Where the sponsor of the pension plan bears the investment risk, only the sponsor is the Covered Person under the Group Registered Benefit Accumulated Value Protection.
Monthly Income Protection	<ul style="list-style-type: none"> i) For life annuities, the Covered Person is the annuitant ii) For disability income, the Covered Person is the disabled life; and iii) For Registered Retirement Income Fund (RRIF) and term certain annuities, the Covered Person is the Policy owner
Health Expense Protection	The life insured

- a) Where the Covered Benefit for which the Covered Person is the policyowner is held in a trust, by a nominee or is subject to an absolute assignment, the trust beneficiary (in the case of a trust), the beneficial owner (in the case of a nominee) or the assignee (in the case of an absolute assignment) is the Covered Person for protection purposes, provided that such relationship or assignment, as the case may be, is disclosed on the records of the Member on the Coverage Date. If the entitlements are not so disclosed, the trust, nominee or assignor, as the case may be, is the Covered Person. For greater certainty, collateral assignments do not change the Covered Person.

2.04 Benefits under Policies issued on an uneconomic basis

Covered Benefits under Policies issued on an uneconomic basis may be adjusted in accordance with the procedures outlined in Schedule B.

Part III – Protection of Covered Benefits

3.01 Coverage Date

The Coverage Date is the effective date of calculation and implementation of protection under the terms of this Memorandum of Operation. This date will be determined by the Board of Directors and will normally be either the date on which the Regulator took control of the Member or its assets or the date of the Winding-Up Order against the Member.

3.02 Maximum protection

- a) The maximum protection provided to each Covered Person (the "**Maximum Protection**") per Policy is as outlined below.
1. Death Benefit Protection is \$1,000,000 or 90% of such Covered Benefits, whichever is higher.
 2. Cash Value Protection is \$100,000 or 90 of such Covered Benefits, whichever is higher.
 3. Segregated Fund Guarantee Protection is \$100,000 or 90% of such Covered Benefits, whichever is higher.
 4. Accumulated Value Protection is \$100,000 or 90% of such Benefits, whichever is higher.
 5. Monthly Income Protection is \$5,000 per month or 90% of such Covered Benefits per month, whichever is higher.

6. Health Expense Protection is \$250,000 or 90% of such Covered Benefits, whichever is higher.
- b) For purposes of determining the amount of protection applicable to a Policy under any of the components of protection, the following shall apply:
1. The Corporation's protection is calculated at the Coverage Date based upon the net death benefit and net cash value under the Policy, after deduction of any Policy loans and accrued interest outstanding at that date;
 2. Group insurance: (i) other than paid up insurance and group permanent insurance, is covered only in respect of insured events which occur prior to the earlier of the next Policy renewal date and six months after the Coverage Date; and (ii) claims in pay at the Coverage Date will be continued in accordance with Policy terms, up to the maximums defined in this Memorandum of Operation;
 3. Future increases in Covered Benefits: After the Coverage Date, Benefits may increase under the terms of the Policy to levels above the Maximum Protection. Typical Policy terms that may increase the Benefits are those relating to interest, dividends, premiums, bonus additions, the exercise of guaranteed insurability options, indexing and other adjustable features. Any such increase will be calculated by applying the Policy terms to the Policy amounts after adjustment by the implementation of protection on the Coverage Date.
 4. Where a Covered Benefit claim arises under a Policy before the Coverage Date, the Corporation will arrange for the payment of the claim to the extent that it would have done if the Covered Benefit had been continued under the terms of this Memorandum of Operation.
 5. The Maximum Protection applies separately to each Member. When two Members are merged or amalgamated or the business is transferred from one Member to another, the coverage of Benefits immediately prior to such an event remains in force while the Benefits remain in force.
 6. When calculating the Maximum Protection for Policies denominated in foreign currencies, the rate of exchange as at the Coverage Date will be used.
 7. Covered Benefits, other than Segregated Fund Guarantee Protection, under a Registered Retirement Income Fund (RRIF) are normally covered under Accumulated Value Protection. However, the payments from a RRIF can be covered under Monthly Income Protection until such time as they first exceed \$60,000 during any one year.

3.03 Additional Considerations Affecting Maximum Protection

- a) **Hardship Cases.** Where the Board of Directors is satisfied that the loss suffered by a Covered Person, policyholder or beneficiary as a result of the insolvency of a Member constitutes a hardship case,

the Board of Directors may authorize the Corporation to increase or extend protection or provide alternative compensation.

- b) **Discretion of the Board of Directors.** Where the Board of Directors determines that greater fairness and consistency with the intent of this Memorandum of Operation would be attained, the Board of Directors may authorize the Corporation to provide alternative or additional protection on a case-by-case basis or more generally.

- b) **Topping Up.** The Liquidator of an Insolvent Member will usually be able to continue to provide Benefits at a reduced level either directly or by entering into a proportional reinsurance transaction with another insurer. If the reduced level of Benefits exceeds the Maximum Protection provided by this Memorandum of Operation the Corporation will not be required to provide any protection. If the reduced level of Benefits is less than the Maximum Protection the Corporation will make arrangements so that the Policy continues to provide Benefits equal to the lesser of the original contractual Benefits and the Maximum Protection under this Memorandum of Operation.

Part IV – Administration

4.01 Administration

Management of the Corporation has the discretion to apply the rules in this Memorandum of Operation in a pragmatic fashion, having due regard to costs and simplicity. Management is authorized to create practices to address specific protection matters so long as such practices are consistent with, and are being interpreted and applied, in accordance with this Memorandum of Operation. Members and Regulators may request for such practices which will be provided by the Corporation in a reasonable time frame.

4.02 Reinsurance or replacement of Policies

The Corporation will provide for the continuation of the Covered Benefits by entering into a support agreement with the Liquidator of an Insolvent Member, arranging for reinsurance of the Policies, issuing replacement Policies, or other mechanisms appropriate to the specific circumstances. Reinsurance or issuance of replacement Policies may be arranged with another Member company or a subsidiary of the Corporation.

4.03 Liquidity

If the Corporation and the Liquidator of an Insolvent Member determine that there are insufficient liquid assets to pay all Benefits on demand, cash surrender, withdrawal and cash loan rights may be suspended until sufficient liquid assets become available.

4.04 No legal entitlement to protection

No Covered Person, policyholder, beneficiary, claimant or other person claiming under a Policy has any right (whether by contract, tort, fiduciary obligation, estoppel or otherwise) to require the Corporation to provide the protection described in this Memorandum of Operation.

4.05 Reductions in ongoing premiums

If as a result of applying the terms of this Memorandum of Operation Benefits are reduced, then the ongoing premiums will be correspondingly reduced.

4.06 Periodic review of protection

The Corporation, in consultation with its Members at least every three years, will review the adequacy of the quantity and scope of its protection. These reviews will take into consideration the protection provided by other Compensation Schemes on similar products, the proportion of Benefits that are fully covered, new types of Benefits and the potential costs of protection.

4.07 Amendments

Any amendments made to this Memorandum of Operation will be made in accordance with the By-Law.

Part V- Financial Commitments

5.01 Financial Commitments

The Corporation may, in its sole discretion, but only in the circumstances described in paragraphs 5.03 and 5.04, make financial commitments with respect to a Troubled Member. If necessary, following a Member becoming an Insolvent Member, the Corporation may make protection available as described in this Memorandum of Operation. These are the only circumstances in which the Corporation may make financial commitments with respect to a Member, other than commitments for Consulting Costs to be funded through Administrative Assessments or Specific Assessments in accordance with paragraph 14.3 of By-Law No. 1.

5.02 Types of Commitments

For purposes of paragraphs 5.03 and 5.04, “financial commitments” means such commitments of the Corporation as are considered by the Board of Directors to be reasonably necessary to give effect to the objectives of the Corporation. Without restriction, the commitments may include loans by the

Corporation, back-up guarantees with respect to asset sales, other guarantees, or commitments of other types such as the purchase by the Corporation or an affiliate of shares or other assets or the assumption of liabilities. The commitments may be in favour of a Troubled Member, or of the Liquidator of an Insolvent Member, or of persons or other entities dealing with any of them.

5.03 Commitments as to an Insolvent Member

Where a Member is an Insolvent Member, the Board of Directors may cause the Corporation to enter into financial commitments with respect to that Member if the Board of Directors is satisfied that the commitments are consistent with the objectives of the Corporation and likely to reduce the total cost to the Corporation of the insolvency.

5.04 Commitments as to a Troubled Member that is not an Insolvent Member

The Board of Directors may cause the Corporation to enter into financial commitments (the "Proposed Commitments") with respect to a Troubled Member that is not an Insolvent Member if the Board of Directors is satisfied as to each of the following with respect to the Proposed Commitments:

- (a) that in developing the Proposed Commitments, management of the Corporation has worked with the Regulator in Canada who has primary responsibility for supervising the financial condition of the Troubled Member and is satisfied that the Regulator supports the Proposed Commitments and that the Regulator has provided the Corporation with the information available to the Regulator that is relevant to the Corporation's decision to make the proposed Commitments;
- (b) the terms on which the Proposed Commitments are to be made include assurances that the Troubled Member will not continue the insurance business under the same control as when it became a Troubled Member. Such assurances shall comprise:
 - (i) the sale of control of the Troubled Member;
 - (ii) the sale of the insurance business of the Troubled Member; or
 - (iii) the orderly winding down of the insurance business of the Troubled Member, preceded if appropriate by the sale of a portion of the business.

Where a sale of control or of all or a portion of the insurance business is contemplated, the Board of Directors shall be satisfied that the sale is on terms established through a process reasonably designed in all the circumstances to identify the best available transaction.

- (c) the transaction or transactions to be supported through the Proposed Commitments are the best available transactions; further, the likely costs to be incurred by the Corporation in consequence of the Proposed Commitments are less than would be necessary if the Troubled Member were to become an Insolvent Member, or, if it is expected that the Troubled Member will become an Insolvent Member, the total costs to be incurred by the Corporation will be less than if the Proposed Commitments had not been made;

- (d) the Proposed Commitments are on terms that provide they will be entirely terminated, and any funds advanced by the Corporation will be repaid with interest, before there is any recovery by the holders of equity interests in the Troubled Member, other than participating Policies; and
- (e) the Proposed Commitments are on terms that prohibit any recovery for creditors of the Troubled Member whose claims rank junior to those of policyholders under the *Winding-up and Restructuring Act* (Canada) ("Junior Claims"), save only for payments on Junior Claims that the Board of Directors considers will enhance the over-all recovery for the benefit of policyholders of the Troubled Member.

Reference in (b) and (c) to the best available transaction means the transaction that the Board of Directors determines in its judgment to be the available transaction most consistent with the objectives of the Corporation and the provisions of paragraph 5.04, having regard to the amount of any consideration being paid, the identity of any purchaser, and other relevant considerations. The Board of Directors need not insist on legal assurances that each of the criteria in (b), (c), (d) and (e) of paragraph 5.04 will be met, but may proceed if reasonably satisfied that the substance of those criteria is likely to be attained in all the circumstances.

5.05 Reliance

In making its determinations under paragraphs 5.03 and 5.04 the Board of Directors is entitled to rely, acting reasonably, on representations and recommendations made to it by management of the Corporation, and by consultants retained by the Corporation.

5.06 Prior Consultation

Prior to the Winding-Up Order, the Corporation may consult with the proposed Liquidator, with regulatory authorities and with others involved to facilitate effective and efficient implementation of the Corporation's responsibilities with respect to policyholders after the order is made.

Part VI – Definitions

"**Accumulated Value Protection**" is described in paragraph 2.02 (iv).

"**Administrative Service Only**" means a contract with an insurer whereby the insurer provides administrative services only.

"**Benefit**" is defined in paragraph 2.01 (a).

"**Board of Directors**" means the Board of Directors of the Corporation.

"**By-Law**" is defined in paragraph 1.01.

"**Canadian Resident**" means a person who is considered to be resident for Canadian income tax purposes.

"**Cash Value Protection**" is described in paragraph 2.02 (ii).

"**Compensation Scheme**" is any compensation plan, insurance plan, guarantee association, contingency fund, or other similar arrangement whereby consumers of financial services are provided with some protection against loss in the event of insolvency of the financial institution that provided the financial service. These include, but are not limited to, the Property and Casualty Insurance Compensation Corporation (PACICC), the Canada Deposit Insurance Corporation (CDIC), Canadian Investors Protection Fund (CIPF). These also include, but are not limited to, the state guarantee associations in the United States and the Policyholder Protection Scheme in the United Kingdom.

"**Consulting Costs**" is as defined in the By-Law.

"**Corporation**" is defined in paragraph 1.01.

"**Coverage Date**" is defined in paragraph 3.01.

"**Covered Benefits**" are described in paragraph 2.01.

"**Covered Person**" means the person described in paragraph 2.03 (a).

"**Death Benefit Protection**" is described in paragraph h 2.02 (i).

"**Guaranteed Income Benefit**" means the guaranteed annual amount available for withdrawal from the Guaranteed Withdrawal Balance under the terms of a segregated fund Policy.

"**Guaranteed Withdrawal Balance**" means the total guaranteed amount available for guaranteed annual withdrawals under the terms of a segregated fund Policy.

"**Group Registered Benefit**" means a Benefit under a Policy (or a portion of a Policy) registered under the *Income Tax Act* (Canada) providing insurance or annuity protection to persons designated by group or class. Group Registered Benefit also includes a Benefit under an Individual Policy issued under the terms of a Group arrangement to a person who was a member of that group at the time the Policy was issued and at the Coverage Date.

"**Health Expense Protection**" is described in paragraph 2.02 (vi).

"**Indemnity Reinsurance**" means an arrangement under which any payments in respect of the reinsurance are to be made by the Member receiving the reinsurance to the ceding insurer or to a claimant under the reinsured Policy on behalf, or in the name, of the ceding insurer.

"**Insolvent Member**" means a Member controlled by, or whose assets are controlled by, a Regulator in Canada or against which there has been a Winding-Up Order.

"**Junior Claims**" is defined in paragraph 5.04 (e).

"**Liquidator**" means the liquidator of an Insolvent Member appointed under the *Winding-up and Restructuring Act* (Canada).

"**Loss of Employment Insurance**" means insurance against the involuntary loss of employment by a person where the loss of employment Benefit is limited to all of part of the debt of creditor to the person.

"**Maximum Protection**" is defined in paragraph 3.02 (a).

"**Member**" is as defined in the By-Law.

"**Memorandum of Operation**" means this memorandum of operation and all schedules to this memorandum of operation, as amended, supplemented and restated from time to time.

"**Monthly Income Protection**" is described in paragraph 2.02 (v).

"**New Benefit**" is defined in paragraph 2.01 (d).

"**Participating Jurisdiction**" means a jurisdiction that has entered into a participation agreement with the Corporation pursuant to the terms of the By-Law.

"**Policy**" means a contract of life insurance (including an annuity contract), accident and sickness insurance and Loss of Employment Insurance, in each case issued by a Member. Any Benefit under a contract issued by a Member will be considered to be a Benefit eligible for protection, whether or not the contract is a Policy within the meaning of applicable legislation, if the contract was treated in good faith by the Member as being a Policy.

"**Proposed Commitments**" is defined in paragraph 5.04.

"**Regulator**" is as defined in the By-Law.

"**Segregated Fund Guarantee Protection**" is defined in paragraph 2.02 (iii).

"**Stop Loss Insurance**" means a Policy under which the insurer must reimburse the insured if aggregate claims by a specified group over a specified period exceed a specified amount.

"**Troubled Member**" is as defined in the By-Law.

"**Winding-Up Order**" is as defined in the By-Law.

Schedule A - Benefits Excluded from Protection

- a) **Segregated fund** accumulated values where there is no guarantee on death or maturity.
- b) **Incidental benefits** that are peripheral to the principal provisions of the Policy and would give rise to undue expense or inconvenience if required to be fully reflected in the continuing Policy.
- c) **Stop Loss Insurance** benefits.
- d) **Administrative Service Only** contracts benefits. These contracts are not covered by the Corporation since the benefits of plan Members are not affected by the insolvency of the insurer providing administrative services only.
- e) **Shared group claims** where the obligations of the carriers are joint rather than several.
- f) **Indemnity Reinsurance** claims, payments and benefits.
- g) Benefits under any Policy **not issued in the ordinary course of business**.
- h) **Other insurance benefits** that are provided under Policies other than life or accident and sickness or Loss of Employment Insurance.

Schedule B - Benefits under Policies issued on an uneconomic basis

a) Adjustments by Corporation

Notwithstanding any other provision of this Memorandum of Operation, if, based on advice received from an independent actuary who is a fellow of the Canadian Institute of Actuaries and who is approved by the Regulator of the Incorporating Jurisdiction (as defined in By-Law No. 1) of the Insolvent Member which issued the particular Policy or Policies discussed hereafter (or, if such Incorporating Jurisdiction is not a Participating Jurisdiction, by a majority of the Regulators of the Participating Jurisdictions, if any, which licensed such Insolvent Member) (such Regulator or Regulators being referred to in this Schedule C as the "Regulator concerned"), the Corporation concludes that a particular group or component of Policies was issued on a basis that did not correspond with reasonable actuarial and commercial practice (*e.g.*, if they were interest sensitive Policies and were predicated on interest rate assumptions that, when they were issued, were unrealistic) then the Corporation may, subject to (b), further adjust the terms of the replacement Policy or replacement Policies so as to accord with criteria that are established by the aforementioned independent actuary as being in accordance with reasonable actuarial and commercial practice at the time the Policy was originally issued.

b) Referral of Adjustments to Panel

Any adjustment made by the Corporation pursuant to (a) will be referred to a panel constituted pursuant to (c), together with the written advice of the actuary and an indication of the criteria established by the actuary. The panel may confirm, modify or reject the adjustment and will notify the Corporation of its decision. If the panel does not confirm the adjustment made by the Corporation, the Corporation will further adjust the terms of the replacement Policy or replacement Policies in accordance with the decision of the panel.

c) Constitution of Panel

The panel referred to in (b) will consist of the Regulator concerned, or an individual appointed by the Regulator concerned, an individual appointed by the Corporation and an independent third party chosen by the other two individuals on the panel. The Regulator concerned, or his or her appointee, and the individual appointed by the Corporation will not receive any remuneration for their services as Members

of the panel. The independent third party will be paid such remuneration as is agreed upon between the Corporation and that individual.

d) Procedures of Panel

Discussions of the panel will only be held with all Members present and decisions of the panel will be made by a majority of the Members. The panel will have the power to regulate its procedure with respect to the matter being considered.

e) Terms of Reference of Panel

In considering any adjustment made by the Corporation pursuant to (a), the panel will consider all the circumstances relating to such adjustment, specifically including but not limited to:

2. the length of time that the Policies were in force,
3. the degree of disparity between the basis on which the Policies were issued and reasonable actuarial and commercial practice at the time they were issued,
4. the overall economic impact on the Corporation of any such adjustment and any other related adjustments to Policies in the same group or category,
5. the reasonable expectations of the policyholders, taking into account the facts which were known or reasonably ought to have been known to the policyholders, and
6. any other specific terms of reference agreed upon between the Corporation and the Regulator concerned as being appropriate for consideration by the panel in relation to any such adjustment.