

**Annuity Funded Prepaid Cremation Contract**

**1. BETWEEN: Georgian Bay Cremation Services Ltd. ("The Crematorium") and Annuity Assignee ("Assignee")**

90 Toronto Road, P.O. Box 130, Flesherton, Ontario N0C 1E0

Telephone Number: 519.924.2727

Email: [admin@georgianbaycremation.ca](mailto:admin@georgianbaycremation.ca)

Website: [www.georgianbaycremation.ca](http://www.georgianbaycremation.ca)

Contract No. \_\_\_\_\_

Crematorium Operator License: 4730513-2

Crematorium Site License Number: 05294

**Effective February 28 2022**

**AND:** "The Purchaser" and/or "Certificate Owner"

"Insurer" TruStage Life of Canada | PO Box 79010 Concord PO | Concord, Ontario L4K 4S8 | 888.977.3752

**2. Cremation Recipient ("Recipient"): (The person for whom cremation services or supplies, or both, are to be provided) and annuity applicant**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Municipality: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Birthdate: \_\_\_\_\_ **DDMMYY** Age: \_\_\_\_\_

Gender: Male  Female  Occupation: \_\_\_\_\_

**Purchaser and/or Certificate Owner (Complete only if different than Cremation Recipient)**

Name of Purchaser and/or Certificate Owner: \_\_\_\_\_

Relationship to Recipient / Annuity Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Tel/Cell#: \_\_\_\_\_ Birthdate: \_\_\_\_\_ **DDMMYY**

**3. Summary of Cremation charges:**

By signing this agreement, you, the Purchaser and/or Certificate Owner, are entering into a contract for the provision of cremation services and supplies.

**Supplies, Services and Costs**

The Purchaser and/or Certificate Owner acknowledges being provided with copies of the price list and by-laws. The Crematorium agrees to supply goods and services according to the following table of fees.

<b>Adult Cremation Services at Georgian Bay Cremation Services Ltd.</b>		
<b>Effective February 28 2022</b>	Adult Cremation	\$550.00
	Fee HST	\$71.50
	<b>TOTAL</b>	<b>\$621.50</b>

**4. Payment to pay for Cremation Charges (rates on reverse)**

Single Pay (SP) **\$ 621.50** FEAGA IP (Min. \$400)

Time Pay (TP) \$ \_\_\_\_\_ Annuity Plan (Min. \$400)

MO SA over a period of 1 2 3 4 5 years

(circle) (circle)

**Total** \$ \_\_\_\_\_ The first premium is the single payment (premium) or regular premium or the sum of both

**Payable to TruStage by:**

**Cheque OR**

**Credit Card:** Exp: **MMY\_Y** Security Code: \_\_\_\_\_

MasterCard OR Visa

# \_\_\_\_\_

in name of: \_\_\_\_\_

Recipient/Applicant  Owner [ Other Payor **complete Payment Authorization Form**] #0058-12]

**OR**

PAC renewals drawn on \_\_\_\_\_ (1-28) day of month from:

chequing OR  savings

**5. Annuity Beneficiary (for excess proceeds after cremation charges have been paid)**

Annuity Beneficiary: \_\_\_\_\_ Relationship: \_\_\_\_\_ Tel/Cell#: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

**6. Cremation Contract Acknowledgement**

Purchaser's and/or Certificate Owner's Declaration and Acknowledgements

Initial

\_\_\_ **Legal authority:** The Purchaser and/or Certificate Owner declares that he/she is legally authorized to make, or charged with the responsibility for the arrangements contained in this contract.

\_\_\_ **Consumer Information Guide:** The Purchaser and/or Certificate Owner acknowledges having received a copy of the Consumer Information Guide prepared by the Bereavement Authority of Ontario

\_\_\_ **Crematorium By-laws and Business Price List:** I hereby acknowledge I have received and reviewed copies of the crematorium's by-laws and the business price list.

**7. Assignment of Benefits**

The crematorium has an arrangement with TruStage Life of Canada to promote TruStage Life of Canada products, and is compensated for same. Purchaser and/or Certificate Owner here by assigns as its interest may appear the death benefit of the annuity certificate applied for and to be issued to the cremation establishment indicated above to provide cremation goods and services and elect my annuity certificate to be an Eligible Funeral Arrangement (EFA). I acknowledge and understand the annuity terms and conditions on the back of the contract.

**8. Cremation Contract**

Purchaser and/or Certificate Owner has reviewed the cremation contract's terms and conditions on the back and hereby confirm that the Crematorium prepaid services and supplies specified in this contract are complete and correct. The Purchaser and/or Certificate Owner directs the Crematorium to proceed with the Crematorium services and supplies identified in the contract in accordance with the crematorium by-laws which are now or at any time hereafter in force.

**9. Application**

Purchaser and/or Certificate Owner understands that the insurance or annuity coverage ("coverage") being applied for does not immediately purchase licensed services or supplies for cremation. Such coverage is used to purchase them at a later time. Purchaser and/or Certificate Owner hereby represents that all statements and answers in this form are complete and true and that Purchaser and/or Certificate Owner has read and understand the explanations on the reverse side. Purchaser and/or Certificate Owner agrees to and understand the following: (a) no coverage shall exist until the certificate is issued while the Applicant is living and the initial premium is paid; (b) this certificate does not replace any policy or annuity; (c) Purchaser's and/or Certificate Owner's death benefit may be partially or entirely reduced in the event Purchaser and/or Certificate Owner misrepresented any material information on this enrollment for; (d) Purchaser and/or Certificate Owner is enrolling as a member of the Association for Personal Resource Planning of Canada ("APRP") to which TruStage group annuity plans and accidental death benefits are provided; (e) the personal information in this form will be kept secure and confidential and will not be disclosed except as permitted by law or signed at Purchaser's and/or Certificate Owner's or Applicant's request.

\_\_\_\_\_  
**Signature of Annuity Applicant/Recipient**

\_\_\_\_\_  
**Signed at (city)**

\_\_\_\_\_  
**Signature of Purchaser/Certificate Owner  
(if different)**

\_\_\_\_\_  
**(date)**

Licensed Funeral Director: \_\_\_\_\_

License Number: \_\_\_\_\_

**Funeral Home:** \_\_\_\_\_

**On behalf of the Georgian Bay Cremation Services Ltd.**

Enroller Name: \_\_\_\_\_ Tel/Cell#: \_\_\_\_\_ ID#: \_\_\_\_\_

Email: \_\_\_\_\_

Coverage Type: Provider Plus

**Cremation Contract Terms and Conditions**

**Purchaser and/or Certificate Owner:** The person buying cremation goods and services and annuity coverage to pay for such services. If Purchaser and/or Certificate Owner cancels the cremation goods and services contract, then the coverage will remain in full force and effect. If the coverage is cancelled then Purchaser and/or Certificate Owner shall receive the cash surrender value from the coverage. If the coverage is cancelled, then the cremation contract will need to be paid for by another means or will cease to be in effect.

**Waiver of Time Limit:** If the Recipient dies within 30 days of the date of this contract, the Purchaser and/or Certificate Owner hereby authorizes and consents to the provision of services within 30 days of the date of this contract, and agrees that all service described in this contract are required for the co-ordination and provision of rites and ceremonies within 30 days of the date of this contract. The Purchaser and/or Certificate Owner acknowledges that he/she will no longer be entitled to cancel this contract in accordance with Section 42 of the Funeral, Burial and Cremation Services Act, 2002 of Ontario (the "Act") once the services have been provided.

**Warranties:** A) The Crematorium does not warrant expressly or otherwise, the goods provided under the contract, except where required by the Consumer Protection Act, S.O. 2002 Chapter 30, Schedule A, sec. 9. The only warranties of goods which may apply are those extended by the manufacturers of the goods. B) The Crematorium warrants that the services under this contract will be provided with reasonable care and skill.

**Documentation Required for Cremation:** Prior to cremation, the Crematorium requires: a signed Application for Cremation in a form prescribed by the Crematorium; a signed Crematorium Application; an Ontario Coroner's Cremation Certificate; a Burial Permit issued by the Registrar General showing that the death has been registered; and payment of the requisite fees.

**Radioactive or Microscopic Implants and Pacemakers:** Purchaser and/or Certificate Owner and Recipient understand that the Crematorium will not cremate a dead human body if:

- i) The body has a pacemaker
- ii) The body has a radioactive implant, except that a body that has a radioactive implant can be cremated if:
  - A) it is at least two years after the day the body received the implant, or
  - B) a lesser time has passed since the body received the implant and it is safe to cremate the body

Purchaser and/or Certificate Owner and Recipient further understand that an implant, heart pacemaker or other implant radioactive devices could explode during the cremation process. If such a device is present, Purchaser and/or Certificate Owner and Recipient have instructed the funeral establishment or transfer service operator, or other, to remove it before the deceased is delivered to the crematorium for cremation. I agree that in the event of my failure to notify the funeral establishment or transfer service operator, or any others responsible for the removal of such a device, Purchaser and/or Certificate Owner will be liable for any damages to the Crematorium or injury to the Cremation staff.

**Temporary Storage of Cremated Remains:** If requested by the Purchaser and/or Certificate Owner, the Crematorium will temporarily store cremated remains for a maximum period of one (1) year. If at the end of one (1) year the cremated remains are unclaimed, the Crematorium owner will attempt to contact the Purchaser and/or Certificate Owner to finalize the disposition and memorialization of the cremated remains. If the Purchaser and/or Certificate Owner cannot be contacted, or final disposition arrangements cannot be completed at that time, the Crematorium owner will arrange to bury the cremated remains in a common grave within the Cemetery in accordance with the FBCSA, Ontario Regulation 30/11, and the Crematorium by-laws. The Purchaser and/or Certificate Owner shall be responsible for the cost of such burial. The Crematorium and Cemetery operator will maintain a record of the date and location of the burials in a common grave.

**Crematorium Privacy Policy:**

The personal information which we collect is needed to:

- a) Identify the Purchasers and/or Certificate Owner and Recipients of prepaid and at need arrangements for funeral and/or cremation goods and services;
- b) Provide our services.

Crematorium does not sell, barter, trade or give away personal information you have provided us. Crematorium will only share your information with third parties if we are required to by law or you have either expressly authorized us to, or, if it is required for the provision to you of a service or product supplied by another business or organization as part of our services to you. We take all reasonable precautions to ensure that your personal information is kept safe from loss, unauthorized access, modifications or disclosure.

**Fulfilling This Contract:**

If the Cremation Recipient dies before all premiums have been paid, then the Certificate Owner, next of kin or authorized representative will owe the cremation and/or funeral establishment an extra amount for the cremation goods and services selected under this Agreement. The extra amount will be equal to the total prearranged cremation amount set forth in this cremation contract less the death benefit payable under the insurance or annuity certificate coverage upon the Cremation Recipient's death.

**Annuity Contract Terms and Conditions**

**ANNUITY PLAN DESCRIPTION** Purchaser and/or Certificate Owner and Annuity Applicant, as a member of APRP of Canada, you hereby enroll in a group plan issued to APRP of Canada and underwritten by TruStage Life of Canada. APRP cannot change or terminate your coverage once it is issued.

The following is a summary of the FEGA IP master policy under which your annuity certificate is issued. Your certificate and this form are important insurance information and should be kept in a safe place. You will receive a numbered certificate to confirm receipt of your premium, your amount of coverage and its effective date. For more detailed information, you, your Insurance Beneficiary, or Insurance Assignee can obtain a copy of the master policy from your enroller.

**ANNUITY PLAN BENEFITS:** The death benefit is payable to the Beneficiary at the death of the Applicant identified in Section 1. For death of insured by suicide within the first two certificate years, the death benefit is limited to the reimbursement of premiums paid.

**SINGLE PAY PLAN:** If you pay your Total Amount in a lump sum or make a down payment (min. \$400), the Purchaser and/or Certificate Owner will receive an annuity FEGA IP certificate showing your account value. This account value with credited interest will be your death benefit.

**TIME PAY PLAN:** The Purchaser and/or Certificate Owner can pay your Total Amount (minimum \$400) with regular premiums. The Purchaser and/or Certificate Owner will receive an annuity certificate showing your premium, frequency, period of payment, and an account value equal to your Total Amount. This Account Value with additional interest we credit without exceeding the account value accumulated with interest from the beginning, will be the Insured's death benefit.

**ANNUITY BENEFICIARY:** The Annuity Beneficiary can be designated "revocable" or "irrevocable". In Quebec, unless the Purchaser and/or Certificate Owner stipulates otherwise, a spouse designation is irrevocable. The designation of an "irrevocable" Beneficiary cannot be modified at a later date without that irrevocable Beneficiary's authorization.

**ANNUITY ASSIGNEE:** The Crematorium to which insurance proceeds are assigned for cremation goods and services.

**PAYMENT BY CREDIT CARD:** The Purchaser and/or Certificate Owner hereby authorizes TruStage Life of Canada to charge the Purchaser's and/or Certificate Owner's credit card for the amount indicated on the reverse side of this form and for any renewal premium coming due for the annuity coverage. If your payment/credit card is cancelled or if you cancel this authorization, in case an alternate mode of payment will have to be selected, such as cheque, money order or pre-authorized bank draft. Cancellations must be received at the Insurer Administrative Office in writing at least ten (10) days prior to the premium payment due date.

**PRE-AUTHORIZED CHEQUING (PAC):** If the Purchaser and/or Certificate Owner elected PAC billing, the Purchaser and/or Certificate Owner hereby requests and authorizes your bank or financial institution to make electronic debits drawn on the Purchaser's and/or Certificate Owner's account, payable to TruStage Life of Canada on the date specified, provided there are sufficient funds in your account to pay the same upon presentation. The Purchaser and/or Certificate Owner agrees that (a) TruStage's rights, in respect to each electronic debit, shall be the same if it were a cheque drawn on your account and personally signed by the Purchaser and/or Certificate Owner. This authority will remain in effect until removed by the Purchaser and/or Certificate Owner in writing and until the financial institution actually receives such notice. You further agree that (b) the financial institution shall be fully protected in honouring any such debit; (c) if any such electronic debit were dishonoured, whether intentionally or not, the financial institution shall be under no liability whatsoever even though such results in forfeiture of coverage; (d) to notify TruStage Life of Canada if the Purchaser's and/or Certificate Owner's financial institution, bank or account number changes; (e) person(s) who has (have) legal interest on the account has (have) agreed as shown by their signature on front of this form, and (f) if the Purchaser and/or Certificate Owner is not the owner you authorize TruStage to share with the owner any information relating to this PAC agreement. You may contact us in writing or by phone to make changes to your PAC plan. The PAC plan may be terminated if any withdrawal is not permitted or is reversed by the financial institution. Please provide a voided cheque or a completed PAC form.

**PREMIUM RATES:** For Single Pay plans, the Single Premium is the "Total Amount" or the amount of a down payment for a lesser amount. For Time Pay plans, multiply the "Total Amount" (less any single premium down payment) by the applicable rate below:

Regular Premium Rates at these ages (0-99)						
Frequency	Single	1 year	2 years	3 years	4 years	5 years
Monthly	N/A	0.0833	0.045	0.031	0.024	0.020
Quarterly	N/A	0.2499	0.135	0.093	0.072	0.060
Semi-Annual	N/A	0.4998	0.270	0.186	0.144	0.120
Annual	1.000	N/A	0.540	0.372	0.288	0.240

**FREE LOOK:** If within thirty (30) days of receiving your certificate, the Purchaser and/or Certificate Owner lets TruStage Life of Canada know in writing that the Purchaser and/or Certificate Owner does not need this coverage, your premium is fully refunded.

**MISSED PAYMENTS:** If you miss a Time Pay Insurance or Annuity Payment, TruStage Life of Canada will maintain the certificate in force and send you a reminder. After a 30-day grace period, the certificate will be terminated or paid-up for a lower amount.

**COMPLAINTS:** Please call 1.800.561.3232 if you have a problem or concern about this. Our complaint process ensures coverage concerns are handled with high regard to your satisfaction. Annuity questions may also be reviewed by the Ombudservice for Life & Health at 1.888.295.8112 or [www.olhi.ca](http://www.olhi.ca) or contact the Financial Consumer Agency of Canada at 1.866.461.3222 or [www.fcac-acfc-gc.ca](http://www.fcac-acfc-gc.ca).

**PRIVACY NOTICE:** We are committed to safeguarding the privacy of our customer's information in accordance with Privacy laws and good business practices. We may collect, use, and share personal information provided by you to us, and obtained with your consent, or as required or permitted by law. Personal information includes your name, contact information, customer file, and product preferences. We may use the information to serve you as customer and inform you of other products and services from us or selected third parties. We may process and store your information in a foreign country, which may be subject to the laws of that country. You may obtain a copy of our privacy policy by calling us or from our website [www.assurantlife.ca](http://www.assurantlife.ca). If you have any questions or concerns regarding our privacy policy or your options for refusing or withdrawing this consent, including your option not to be contacted about offers or products or services, you may call us at 1.888.977.3752.

**CLAIM PAYMENT:** Every action or proceeding against an insurer for the recovery of annuity money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation. To file a claim, you can obtain a claim form from your enroller or by calling TruStage at 1.888.977.3752. Claims are submitted by mail to TruStage's Administrative Office at the address on this form or by fax at 1.877.217.3435.

**Please call TruStage Life of Canada if you do not receive proof of coverage within four weeks of enrollment or for guidance in completing this form.**

**Copies to: Administrative Office • Applicant**