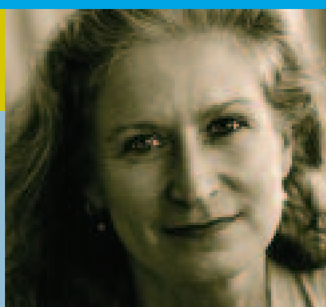
Manulife Investments

Manulife GIF Investment Portfolio (MLIP)

MANULIFE GUARANTEED INVESTMENT FUNDS INVESTMENT PORTFOLIO INFORMATION FOLDER AND CONTRACT



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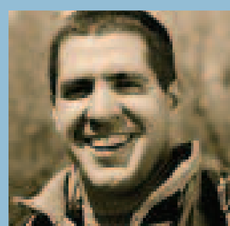

The segregated fund information folder is published by **The Manufacturers Life Insurance Company ("Manulife Financial")** for information purposes only and is not an insurance contract. Manulife Financial is the sole issuer of the Manulife Guaranteed Investments Funds (GIF) Investment Portfolio insurance contract and the guarantor of any guarantee provisions therein.

This document contains the Information Folder and Contract provisions. Delivery of the Contract provisions does not constitute acceptance by Manulife Financial of a Contract purchase. The Contract will become effective on the Valuation Date of the first Deposit and upon acceptance by Manulife Financial that the initial Contract set-up criteria have been met. Confirmation of a Contract purchase will be sent to you upon meeting the necessary Contract set-up criteria as determined by Manulife Financial, and when the initial Deposit has been made.

The Information Folder provides brief and plain disclosure of all material facts relating to the Manulife Guaranteed Investment Funds (GIF) Investment Portfolio (MLIP) Contract issued by Manulife Financial.

In exchange for the premiums you pay to Manulife Financial we provide you with contractual benefits. You do not directly own the assets in the Contract; they are held on your behalf. The Contract has insurance benefits and offers a wide variety of Segregated Funds (referred to as the "Funds"). Fund categories include money market, fixed income and equities. The underlying investments of the Funds may be units of mutual funds, pooled funds or other selected investment funds. For a description of the specific Funds available to you, please see the Fund Highlights booklet. Upon request, you may also receive a copy of the audited financial statements for the most recent year-end of the Fund(s).

The Contract is a deferred annuity contract that contains provisions of an annuity such as a life annuity or a retirement income product provision at the Maturity Date. The Contract also provides maturity or death benefit guarantees, which are payable either on a Maturity Date or upon receipt of sufficient notification of death of the Annuitant.

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

Dominic D'Alessandro
President and CEO
Manulife Financial

J. Roy Firth
Executive Vice President, Wealth Management
Manulife Financial

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Executive Summary

The following is a summary of the features of the Manulife GIF Investment Portfolio Contract at the time of printing of this folder. Please refer to the sections of the Information Folder for more details. Key terms used in the Information Folder are defined in the Contract .

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- Deposit Value will be proportionately reduced for withdrawals, which will reduce the guarantee amounts.
- Certain restrictions may apply to locked-in Funds that are not shown here. Please ask your financial advisor for details.

	FOR DETAILS
Fund Categories* ■ Money market, fixed income and equities	Fund Highlights booklet and Audited Financial Statements
Management Expense Ratios (MER), management fee and operating expenses. ■ Varies by Fund. The MER consists of the management fees and operating expenses ■ The MER includes any fees charged by an Underlying Fund	Information Folder Sections 7.2 and 7.3 Fund Highlights booklet and Audited Financial Statements
Front-end Option ■ Negotiable between 0% and 5% ■ Sales charge equates to the sales commission paid	Information Folder Section 9
Back-end Option (deferred sales charge (DSC)) ■ Declining charge on withdrawals that exceed the charge-free withdrawal amount ■ Money Market Fund: 4-year 4% declining scale ■ Bond Funds: 5-year 5% declining scale ■ Balanced, Equity Funds and Dollar-Cost Averaging Fund: 6-year 6% declining scale	Information Folder Section 5 and Section 9
Valuation ■ Valued daily	Information Folder Section 8
Financial Information ■ Review the Fund Highlights booklet with the Information Folder before purchasing the Contract ■ You may view and/or request Annual Audited Financial Statements and Semi-annual Unaudited Financial Statements online or by mail both at the time of purchase and on an annual basis	Fund Highlights booklet and Audited Financial Statements Online: www.manulife.ca/investments

■ *Funds may invest in underlying mutual funds, pooled funds or other investment funds. You do not own units of the Underlying Fund.

SUBJECT TO ANY APPLICABLE DEATH AND MATURITY GUARANTEES, ANY PART OF THE PREMIUM OR OTHER AMOUNT THAT IS ALLOCATED TO A SEGREGATED FUND IS INVESTED AT THE RISK OF THE POLICYOWNER AND MAY INCREASE OR DECREASE IN VALUE ACCORDING TO THE FLUCTUATIONS IN THE MARKET VALUE OF THE ASSETS OF THE SEGREGATED FUND.

Personal Information Statement

In this statement "you" and "your" refer to the person who has Policyowner's or policyholder's rights under the Contract, the Annuitant and the parent or guardian of any child named as Annuitant who is under the legal age for providing consent. "We", "us", "our" and "the Company" refer to Manulife Financial.

CONSENT

By signing the application you give your consent for us to obtain, verify, and share your personal information, as set out below, in issuing and administering the Contract, now and in the future, with any:

- persons,
- financial institutions,
- businesses, or
- other parties

with whom we deal. You also authorize any person that we contact to provide such information. In order to protect your interests, there may be situations where we will obtain, verify and share personal information with our affiliated companies.

Any alterations to the consent must be agreed to in writing by the company.

You authorize us to use your Social Insurance Number (SIN) and Business Number (BN), if applicable, to uniquely identify you in the collection of information for, and in the administration of the Contract, including tax administration.

You authorize us to keep your personal information in an investment file for the longer of:

- the time period required by law and by guidelines set for the financial services industry,

  and
- the time period required to administer the products and services we provide.

HOW WE WILL USE YOUR PERSONAL INFORMATION

You agree that we may use the personal information that we collect to:

- confirm your identity and the accuracy of the information you provide,
- evaluate your application and issue and administer the Contract, including any administration required after the Contract has ended,
- administer any other products and services that we provide,
- comply with legal and regulatory requirements,
- conduct searches to locate you and update the Contract information,
- determine your eligibility for, and provide you with details of, other financial products or services that may be of interest to you that are offered by us, our affiliates or other select financial product providers.

WHO MAY ACCESS YOUR PERSONAL INFORMATION

The following people or service providers may have access to your personal information:

- our employees and our representatives who require this information to perform their jobs,
- service providers who require this information to perform their services for us, which may include, for example, providers of data processing, programming, market research, printing, mailing and distribution services and investigative agencies,
- your advisor and any agency which has entered into an agreement with us, and has supervisory authority, directly or indirectly, over your advisor, and their employees,
- people to whom you have granted access, and
- people who are legally authorized to view your personal information.

Your information may be provided to these people, organizations and service providers in jurisdictions outside Canada, and would therefore be subject to the laws of those foreign jurisdictions.

WITHDRAWING YOUR CONSENT

You may withdraw your consent for us to use your SIN or BN, if applicable, for non-tax administration purposes as previously described in this Personal Information Statement. You may also withdraw your consent for us to use your personal information to provide you with other service or product offerings, excluding those mailed with your statements.

Except as set out above, you may not withdraw your consent for us to collect, use, retain or share personal information that we need to issue or administer the Contract unless federal or provincial laws give you this right. If you do so then the following consequences may apply:

- a Contract will not be issued,
- benefits will not be payable under the Contract,
- we may treat your withdrawal of consent as a request to terminate the Contract, and
- your rights, and the rights of your estate or beneficiary under the Contract, may be limited.

DEALING WITH US BY TELEPHONE

Customer service calls are recorded for the following purposes:

- quality service controls,
- information verification, and
- training.

If you do not wish to have your call recorded, you must communicate with us in writing and request that any response by us also be in writing.

HOW TO WITHDRAW YOUR CONSENT

If you wish to withdraw your consent for us to collect, use, retain or share your personal information, you may contact us by phoning our customer care centre at 1-888-MANULIFE (626-8543), or 1-888-MANUVIE (626-8843) in Quebec, or by writing to the Privacy Officer at the address below.

QUESTIONS, CONCERNS AND REQUESTS FOR ADDITIONAL INFORMATION

If you have a question, a concern, or wish to receive more information about our privacy policies or to review your personal information in our files or correct any inaccuracies, you may send a written request to:

Privacy Officer – Manulife Investments,
500 King Street N., Del. Stn. 500-2-B,
P.O. Box 1602, Waterloo, ON, N2J 4C6.

1. Communications

1.1 GENERAL

In this Information Folder, "you" and "your" refer to the person who has Policyowner's or policyholder's rights under the Contract. "We", "us", "our" and "the Company" refer to The Manufacturers Life Insurance Company (Manulife Financial). The "Contract" refers to Manulife GIF Investment Portfolio (MLIP). Other key terms are defined in the Contract.

The Manufacturers Life Insurance Company (Manulife Financial) was incorporated in June 1887 by an Act of the Parliament of Canada. Manulife Financial's Canadian Division Head Office is located at 500 King Street North, Waterloo, Ontario, N2J 4C6.

You do not become a unitholder of the Segregated Funds or Underlying Funds available under the Contract. The amount you invest is notionally invested in Fund Units, although the Contract may refer to the purchase of Units of the Fund. This is how the value of the Contract is determined, but you don't legally own the Units since, by law, the Company is required to be the owner of the Units. Please be mindful of this when you read the Contract documents.

In this Information Folder, we occasionally use the phrase "according to the administrative rules that we have in place at the time." We change our administrative rules as required to provide improved levels of service and to reflect corporate policy and economic and legislative changes, including revisions to the Income Tax Act (Canada).

1.2 GIVING US YOUR INSTRUCTIONS

When we ask you to "advise us in writing," please send your correspondence to: Manulife Financial, 500 King Street North, Waterloo, Ontario, N2J 4C6. In some cases where a third-party distributor is involved and the Contract is held externally in nominee name, the correspondence may be directed to the third party based on the authorization given by the third party, and where that authorization is acceptable to Manulife Financial.

From time to time we may offer service initiatives that enable you to issue transaction instructions and authorization to us through communication channels including electronic and telephone. Administrative rules may apply to transaction instructions communicated to us under these service initiatives, which may differ from rules that would otherwise apply under the Contract. We reserve the right to restrict or deny any written or non-written instructions if contrary to Canadian law or other jurisdictions applicable to you or the Contract, or that are contrary to administrative procedures.

1.3 CORRESPONDENCE YOU WILL RECEIVE FROM US

When we say "we will advise you," we mean that we will send a written notice to your address as shown in our files. Please advise us of any change in your address. In some cases where a third-party distributor is involved and the Contract is held externally in nominee name, the correspondence may be directed to the third party based on the authorization given by the third party, and where that authorization is acceptable to Manulife Financial.

We will send you:

- confirmations for most financial and non-financial transactions affecting the Contract,
- statements for the Contract at least once a year,
- upon request, a report that contains audited financial statements, and
- upon request, the semi-annual financial statements.

The annual audited and semi-annual unaudited financial statements are available at any time on our website (www.manulife.ca/investments).

2. Types of contracts available

2.1 GENERAL INFORMATION

A Contract may be purchased as registered or non-registered. The registered Contracts available include Registered Retirement Savings Plan (RRSP), Spousal RRSP, Locked-in Retirement Account or Locked-in RRSP (LIRA), Registered Retirement Income Fund (RRIF), Spousal RRIF, Life Income Fund (LIF), Locked-in Retirement Income Fund (LRIF), Prescribed Retirement Income Fund (PRIF) and any other locked-in plan as allowed under pension legislation. Not all variations of the registered Contracts may be available to you depending on the source of the initial Deposit and the provincial jurisdiction where you make the purchase.

The latest age at which you may purchase and become the Policyowner of a Contract varies with the type of Contract you select. If the Contract is in force on the Maturity Date, and we have not been notified of a different maturity option, the Contract will be amended to provide a single life annuity with a 10-year guarantee with you as Policyowner. The provisions of the annuity Contract will be provided to you at that time.

CONTRACT TYPE	LATEST AGE TO PURCHASE	LATEST AGE TO OWN
NON-REGISTERED	■ up to Dec. 31, age 80 of Annuitant	■ Dec. 31, age 100 of Annuitant
REGISTERED* • RRSP/LIRA	■ up to Dec. 31, age 71 of owner	■ Dec. 31, age 71 of owner (but will continue to RRIF/LIF)
• RRIF/LRIF/PRIF	■ up to Dec. 31, age 80 of owner	■ no age limit
• LIF	■ up to Dec. 31, age 80 of owner (in some provinces)**	■ up to Dec. 31, age 80 of owner (in some provinces)

* Includes Contracts that are registered externally.
** In provinces where legislation requires a LIF to be annuitized at age 80, the latest age to purchase is age 65.

2.1.1 If the Contract is in force on the Maturity Date, and we have not been notified of a different maturity option, ***the Contract will provide a single life annuity with a 10-year guarantee with you as Policyowner.***

TERMS OF THE ANNUITY

The Default Annuity will be subject to the following provisions and will be subject to section 1(e)(iii) of the Income Tax Act (Canada) for registered Contracts. Please refer to Section 11 Additional RRSP provisions for the annuity provisions for registered Contracts.

- The annuity will be a single life annuity on the Annuitant's life.
- The annuity will provide annual income payments. The payments will be guaranteed for your life or for 10 years, except in the case of registered Contracts.
- The income payments will be equal, except in the case of registered contracts. Refer to section 11 for further details.

- The date of the first income payment will be such that a full year's worth of income payments are scheduled to be made in the calendar year following the year in which the Default Annuity provision applies.
- If you die after income payments commence and there is no named successor annuitant the commuted value of any remaining income payments will be paid in one sum. This payment will be made to your named beneficiary, if there is one, otherwise to your estate.

The following is an annuity table that specifies what the minimum annuity payment will be per $10,000.00 of contract value at the time of annuitization (for contracts issued in Quebec only).

Age (last attained)	Annual Rate per Contract Value
50	$153.85
55	$166.67
60	$181.82
65	$200.00
70	$222.22
75	$250.00
80	$285.71
85	$333.33
90	$400.00
95	$500.00
100	$666.67

2.2 NON-REGISTERED CONTRACTS

A non-registered Contract may be purchased up to December 31 of the year in which the Annuitant attains age 80. A non-registered Contract may be held by a single individual, a corporation, or more than one individual in any form of ownership permitted under the applicable laws. The Annuitant or a third party may be an owner.

You may be able to transfer ownership of the Contract. A transfer of ownership must be in accordance with governing legislation and the administrative rules that we have in place at that time.

You cannot borrow money directly from the MLIP non-registered Contract. You may use the non-registered Contract as security for a loan by assigning it to the lender. The rights of the lender may take precedence over the rights of any other person claiming a death benefit. An assignment of this Contract may restrict or delay certain transactions otherwise permitted.

2.3 REGISTERED CONTRACTS

Under a registered Contract, you are both the Policyowner and the Annuitant.

You cannot borrow money from the Contract. You cannot use the registered Contract as security for a loan or assign it to a third party.

2.3.1 REGISTERED RETIREMENT SAVINGS PLANS (RRSPS)

You may hold and make investments in an MLIP RRSP up until the latest date you are permitted to hold an RRSP under the Income Tax Act (Canada), currently December 31 of the year that you attain age 71. Once you reach that date, you must convert the RRSP to:

i) a Registered Retirement Income Fund (RRIF), or if you have locked-in Funds, a Locked-in Retirement Income Fund (LRIF), Life Income Fund (LIF), Prescribed Retirement Income Fund (PRIF), or any other locked-in plan as allowed under pension legislation, where applicable,

ii) an immediate annuity, or

iii) a cash withdrawal (if you have a LIRA you cannot take the proceeds in cash).

Unless you indicate otherwise, if the Contract is in force on the legislated RRSP maturity date, we will automatically amend the RRSP Contract to become a RRIF. If you hold a LIRA Contract, the Contract will be amended to become a LIF, LRIF, PRIF, or other locked-in plan, subject to provincial legislation.

2.3.2 SPOUSAL RRSP/RRIF

If your spouse makes Deposits to an RRSP held by you, it is a Spousal RRSP. You are the Policyowner and the Annuitant. A RRIF purchased with funds transferred from a Spousal RRSP will be a Spousal RRIF.

2.3.3 LIFE INCOME FUNDS (LIFS), LOCKED-IN RETIREMENT INCOME FUNDS (LRIFS) AND PRESCRIBED RETIREMENT INCOME FUNDS (PRIFS)

You may purchase a LIF, LRIF, or PRIF with funds transferred from a locked-in registered savings arrangements. LIFs and LRIFs are similar to a RRIF, but they also have a maximum annual income that can be paid out each year.

A LIF, LRIF, or PRIF may be issued at the ages permitted by the legislation governing the former pension plan.

Spousal rights prescribed under pension legislation are preserved when locked-in benefits are transferred to a LIF, LRIF or PRIF. Some jurisdictions may require that you obtain spousal consent or a spousal waiver form before the proceeds can be transferred to a LIF, LRIF, or PRIF.

Depending on the rules governing the former pension plan, a LIF may require you to purchase a life annuity with the balance of the Funds by December 31 of the year in which you attain the age of 80. An LRIF, a PRIF and under some pension legislation, a LIF, can continue for your lifetime.

The LIF, LRIF, or PRIF Contract will be registered under the RRIF provisions of the Income Tax Act (Canada). You are the Policyowner and Annuitant of the Contract.

3. Deposits

3.1 GENERAL INFORMATION

To establish a Contract, you must deposit a minimum amount as described below. The Contract date is the Valuation Date of the first Deposit.

MINIMUMS		
Initial Deposit	RSP	$1,000 or monthly PAC
	LIRA	$1,000
	Non-registered	$5,000
	RIF, LIF, LRIF, or PRIF	$25,000
	Dollar-Cost Averaging Fund	$5,000
Fund minimum	All tax types	$500 per Fund per sales charge option
Subsequent Deposits	All tax types	$500 per Fund per sales charge option
	Dollar-Cost Averaging Fund	$5,000
PAC Deposits	All tax types	$100 per Fund per sales charge option

You may make a Deposit under one of two sales charge options. Refer to Section 9 for more information.
We have the right to refuse to accept Deposits or limit the amount of Deposits to a Fund or Funds according to our administrative rules at the time. We have the right to limit the number of Contracts held by you.

We have the right to request medical evidence of the health of the Annuitant based on our current administrative procedures, and refuse to accept Deposits based on incomplete or unsatisfactory medical evidence of the Annuitant.

3.2 MAKING DEPOSITS

You may make Deposits to the Contract at any time, subject to the rules in place at that time. We will purchase Units at the Unit Value on the Valuation Date that is applicable to the Fund you have selected. For information on the Valuation Date of a Deposit, please see Section 8.2 Unit Value and Valuation Date.

Please make your cheques payable to Manulife Financial. All payments must be made in Canadian dollars.

If the payment comes back to us marked NSF (Not Sufficient Funds) we reserve the right to charge a fee to cover our expenses. We also reserve the right to attempt to make the withdrawal from your bank account a second time.

3.3 REGULAR DEPOSITS (PRE-AUTHORIZED CHEQUING)

Regular Deposits are commonly referred to as Pre-Authorized Chequing (PACs) and are made for the same amount monthly.

You may make regular Deposits to the Contract on any date from the 1st to the 28th of the month, or you may specify "the last day of the month." We then make regular withdrawals directly from your bank account.

We have the right to cancel the regular Deposits at any time or direct the regular Deposits to a similar Fund. For example, this may occur if we close a Fund or restrict new Deposits to a Fund. In this situation, Manulife Financial will provide you with advance notice of our intent and the options that are available to you.

The regular Deposit option is not available for LIRA, Locked-in RSP, RRIF, LIF, LRIF, or PRIF Contracts.

4. Fund Switches

4.1 GENERAL INFORMATION

You may request a Fund switch of monies between Funds on an unscheduled or a scheduled basis. Fund switches may be made between Funds of the same sales charge option (i.e. Front-end to Front-end, Back-end to Back-end). Switches between Funds of the same class and sales charge option do not affect guarantees. When you request a switch between Funds, it is the Deposits that have been in the Fund the longest that are switched first.

Moving money between Funds in different sales charge options may incur sales and/or redemption fees. For example, moving from a Back-end option Fund to a Front-end sales charge option Fund will incur charges, as it will be treated as a redemption of the Back-end option Fund, and a purchase of the Front-end option Fund. Guarantees may also be affected. Fund switches and transfers between Funds may result in a gain or a loss since they create a taxable disposition. Please refer to Section 9 Sales charge Options.

The value of the Units of a Fund that are redeemed as a result of a Fund switch fluctuates with the Market Value of the underlying assets and is not guaranteed.

4.2 UNSCHEDULED FUND SWITCHES

We will currently allow up to 5 switches per year without charge, and thereafter, a switch fee may apply. Moving money between classes of a Fund (A to B or vice versa) will be treated as a withdrawal from one Fund and a Deposit to the new Fund, and we will adjust the Maturity Guarantee accordingly. The Death Benefit Guarantee is not affected. **Requesting we move money from Class A to Class B Funds should be considered carefully since it may reduce the Maturity Guarantee.**

We reserve the right to charge a fee of up to 2% (of the value of the Units allocated to the Funds in the Contract) if you request more than 5 switches in a year, or request we withdraw or switch Units from a Fund within 90 days of allocating a Deposit to the Fund.

The switch amount will be reduced by any applicable fees. We reserve the right to change any of the fees described above and the conditions under which they are charged. However, the fees will never be greater than those of a newly issued Contract.

4.3 SCHEDULED FUND SWITCHES

You may request regularly scheduled monthly switches between the various Funds in the Contract, on any date from the 1st to the 28th of the month, or you may specify "the end of the month." There is no fee for scheduled switches.

You can arrange for scheduled switches if you have a lump sum deposited into one Fund and you would like to make regularly scheduled investments into another Fund(s). The Units of the Fund with the lump sum Deposit are redeemed and the proceeds are used to purchase Units of the new Fund(s).

We have the right to cancel the scheduled switches at any time or direct the scheduled switches to a similar Fund, according to the administrative rules that we have in place at the time. For example, this may occur if we close a Fund or restrict new Deposits to a Fund. In this situation, Manulife will provide you with advance notice of our intent and the options that are available to you.

4.4 DOLLAR-COST AVERAGING FUND

All Deposits to a Dollar-Cost Averaging Fund (DCA Fund) will be administered in accordance with current administrative rules. Upon receipt of the Deposit and any documentation that we may require, we will allocate the amount to the DCA Fund in the Contract. You are not permitted to request we switch monies from existing Funds within the Contract to the DCA Fund. We reserve the right to close the DCA Fund to new Deposits or limit the number of Funds you may request we switch into.

You must select a day of the month (subject to our current administrative rules) on which you would like the monthly switch to occur. If the day of the monthly switch falls on a non-Valuation Date, the monthly switch will use the Unit Values as of the next Valuation Date.

You may choose a minimum of 6 and a maximum of 12 monthly switches from the DCA Fund. There is no administrative fee for monthly switches from the DCA Fund and they do not count towards the maximum number of free Fund switches permitted within the Contract.

Beginning on the day of the first monthly switch, and for the number of monthly switches you have selected, an equal number of Units purchased in the DCA Fund will be switched monthly to the Fund(s) you have selected. For example, if you deposit $10,000 into the DCA Fund with a Unit Value of $10 on the date of the Deposit, you will hold 1,000 Units. If you choose 10 monthly switches, 100 Units a month will be switched (1,000 Units/10 months) to the Fund(s) you have selected.

You may request we switch to other Fund(s) within the Contract, to withdraw amounts in cash from the Contract, or to transfer to another financial institution at any time.

Following a withdrawal or a non-scheduled Fund switch out of the DCA Fund, the monthly switches will continue unchanged if there are sufficient Units in the Fund. However, if there are insufficient Units remaining in the DCA Fund at the time of a monthly switch, the amount of Units remaining will be switched that month. Immediately following the last Fund switch from the DCA Fund, the balance in the DCA Fund will be zero.

You can make additional Deposits to the existing DCA Fund at any time by providing the information required by us. At the time of an additional Deposit, you must select the number of monthly switches (minimum of 6, maximum of 12) and indicate the Fund allocations. The new Fund allocations will override any previous Fund selections. You may also select a new switch day, subject to our then current administrative rules. An additional Deposit will be added together with the existing monies allocated to in the DCA Fund. The amount of the automated monthly switch will be recalculated at the time of an additional Deposit to be a) the number of existing Units currently allocated in the DCA Fund plus the number of new Units we purchase with the additional Deposit, divided by b) the number of monthly switches you have selected. For example, if you currently hold 500 Units of the DCA Fund and you make a Deposit to the Contract that we use to purchase 200 additional Units, you will hold 700 Units in the DCA Fund. If you choose a new monthly switch period of 7 months, 100 Units a month will be switched automatically (700 Units/7 months) to the most recent Fund(s) you have selected.

5. Withdrawals

5.1 GENERAL INFORMATION

You may request a withdrawal, in writing, on an unscheduled or on a scheduled basis. You must indicate to us from which Funds you would like us to redeem Units.

If you are the Policyowner of a RRIF, LIF, LRIF, PRIF, or other retirement income Contract, you will have scheduled payments made to you.

If the scheduled effective date of the payment does not fall on a Valuation Date, Units will be redeemed on the first Valuation Date following the effective date of payment.

Any fees or withholding taxes that you must pay are deducted from the withdrawal. The minimum withdrawal amounts are calculated before redemption fees and withholding taxes are deducted.

If the value of the Fund(s) on a Valuation Date is not sufficient to permit us to make the requested withdrawal, we will make the withdrawal according to our administrative rules in place at that time. We have the right to either refuse a withdrawal request or require that the entire Contract be redeemed if the minimum balance requirements are not met.

Withdrawals will proportionally reduce the Death and Maturity Guarantees. Withdrawals may result in a gain or a loss since they create a taxable disposition to the owner of the Contract. Please see Section 11 for more information.

The value of the Units of a Fund that are redeemed fluctuates with the Market Value of the underlying assets and is not guaranteed.

5.2 UNSCHEDULED WITHDRAWALS

An unscheduled withdrawal is a one-time withdrawal made following your request.

5.3 SCHEDULED WITHDRAWALS

Scheduled withdrawals may be requested from a non-registered, RRIF, LIF, LRIF, PRIF, or other similar retirement income Contract. They are not available from an RRSP, LIRA or Locked-in RSP Contract.

Scheduled withdrawals are commonly referred to as Systematic Withdrawal Plans (SWPs).

You may request the scheduled withdrawal from registered income products or non-registered Contracts be monthly, quarterly, semi-annually or annually. You have the flexibility to choose the amount you will receive and when you receive it. You may receive scheduled withdrawal payments from the Contract on any date from the 1st to the 28th of the month, or you may specify "the end of the month." We will deposit the scheduled withdrawal payment directly into your bank account. For a registered income product, the Valuation Date will be several days in advance to ensure you receive the payment on time.

We reserve the right to change the order of withdrawal and the frequency of payment.

5.4 RRIF/LIF/LRIF/PRIF SCHEDULED PAYMENT OPTIONS

MINIMUM AMOUNT

The RRIF minimum amount is calculated by multiplying the Market Value of the Contract on January 1 of each year by the percentage determined by the formula stated in the Income Tax Act (Canada). The percentage may be based on your age or your spouse's age, as elected at the time you purchased the Contract.

In the year you purchase the RRIF, LIF, LRIF, PRIF, or other similar retirement income Contract, you are not required to receive a withdrawal from the Contract. For calendar years following the year you purchased the Contract, you will be required to have at least the RRIF minimum paid to you prior to the end of each year.

LEVEL – CLIENT-SPECIFIED AMOUNT

You choose the payment amount you wish to receive. Each scheduled withdrawal payment will be of an equal amount for the payment frequency selected. The payment amount selected for a year must be equal to or greater than the RRIF minimum amount, and for LIF and LRIF Contracts, not greater than the LIF and LRIF maximum amount.

INDEXED - CLIENT-SPECIFIED AMOUNT INDEXED ANNUALLY

Starting with the first payment date, we will pay you the amount you have specified. Beginning with the year following the first payment date, the payment amount will be increased by the annual index rate you have chosen.

The payment amount for a year must be equal to or greater than the RRIF minimum amount, and for LIF and LRIF contracts, not greater than the LIF/LRIF maximum amount.

MAXIMUM AMOUNT (FOR LIF AND LRIF ONLY)

The maximum payment amount for the LIF and LRIF is calculated in accordance with the formula specified by applicable legislation. For the initial calendar year, the maximum amount is pro-rated based on the number of months the Deposit is held in the Contract as specified by the applicable legislation. Each scheduled withdrawal payment will be of an equal amount.

YEAR-END PAYMENT

If the total of the scheduled withdrawal payments and unscheduled withdrawals in a calendar year is less than the required RRIF minimum amount for that year, we are required to make a payment to you at the end of a calendar year to meet the legislated minimum amount.

5.5 CHARGE-FREE WITHDRAWALS

5.5.1 FRONT-END OPTION

There are no redemption charges for withdrawals applicable to the Front-end option Funds, unless you request a withdrawal within the first 90 days from the Contract purchase. Please see Section 5.6.

5.5.2 BACK-END OPTION

There are no redemption charges for withdrawals from the Back-end option Funds up to the charge-free withdrawal limit for the Contract.

The charge-free withdrawal limit for each Fund is:

- a percentage of the Units allocated to each Back-end option Fund as of the previous December 31st, PLUS
- a percentage of Units purchased, less Units withdrawn, in the current calendar year.

The calculation only applies to monies in the Back-end option Funds. Please see Section 9.3 for the Back-end schedule.

Any remaining Back-ends will be waived on death claims.

We retain the right to change the charge-free withdrawal limit, the conditions under which this provision is applied, and the calculation of the charge-free withdrawal limit. We will notify you in advance of such a change.

	% OF DECEMBER 31 UNITS*	% OF CURRENT YEAR DEPOSITS
Non-registered and RRSP Contracts	10%	10%
RRIF/LIF/LRIF/PRIF Contracts**	20%	20%

Example: If there are 1,000 Units in a Class A Fund on December 31 of the previous year, and another 150 units of the same Fund are purchased on Feb 14th of this year, there are 115 Units available charge-free for the current year.

((1,000 +150) x 10% = 115)

*Back-end sales charge option Funds only.

** Includes Contracts that are registered externally.

Any unused portion of the charge-free amount cannot be carried forward to the next calendar year.

5.6 EARLY WITHDRAWAL FEES

We may apply early withdrawal fees of 2% of the Deposit Value if you request a withdrawal within 90 days of allocating a Deposit to a Fund in the Contract. This fee will not apply to scheduled withdrawal payments from a RRIF, LIF, LRIF, PRIF, or other similar retirement income Contract, or to regular withdrawals (SWPs). This fee will be in addition to any deferred sales charges that may apply.

5.7 RECOVERY OF EXPENSES OR INVESTMENT LOSSES

The fees and charges described in Section 9 of this Information Folder are the only ones that you will be charged for the day to-day activities of the Contract and the management of the Funds. If, however, you make an error, we reserve the right to charge you for any expenses or investment losses that occur as a result of the error. Any charges passed on to you will be commensurate with any expenses or losses incurred by us. These expenses or investment losses might be caused by, among other things, NSF payments, or incorrect or incomplete instructions.

6. The guarantees

6.1 GENERAL INFORMATION

The Contract provides a guarantee on the Maturity Date and upon our receipt of notification of the death of the last surviving Annuitant.

If the guarantee amount is higher than the current Market Value:

- On the Maturity Date, or
- Upon death of the last surviving Annuitant

we will increase the value of the Contract to equal the guarantee amount by depositing the difference to a money market Fund. This Deposit is known as a "top-up." Please see section 11.2.1 (non-registered) and Section 11.3.1 (registered) for more information on top-ups.

As of the death benefit date we will redeem all Units of the existing Funds and transfer the corresponding value to a money market Fund. However, if you own a non-registered Contract or a RRIF, LIF, LRIF, PRIF, or similar retirement income Contract, and you have named a successor Annuitant, the Contract may continue and all investments will remain invested in the Funds currently held. See Section 12.3 and 12.4 for more information on successor owners and successor Annuitants.

All guarantees will be proportionately reduced for any withdrawals from the Contract.

Please note that no amounts are guaranteed prior to the Maturity Date except on the death of the last surviving Annuitant.

6.2 MATURITY DATE

The Maturity Date is selected by you upon completing the application. The Maturity Date must be at least 15 years from the effective date of the Contract. On the Maturity Date, the Contract will be amended to become a life annuity guaranteed for 10 years on the life of the Annuitant, if you have not selected another settlement option available at that time. If the Contract is a registered Contract or a Locked-In Contract, the annuity will comply with the regulations of the Income Tax Act (Canada). In the final year of your Contract, you may have the option to extend the Contract for a minimum of 15 years, as long as Manulife Financial is still allowing new MLIP Contracts to be sold, and provided you are not beyond the latest age to purchase a new Contract (as described in Section 2.1). You will not be allowed to extend the Maturity Date beyond the latest age to own the Contract (also described in Section 2.1) By choosing to extend your Contract, your Death and Maturity Guarantees will remain the same, however you will again be eligible for the Automatic Daily Reset (ADR) of the Maturity Guarantee for Class A Funds, as per Section 6.3.1.

6.3 MATURITY GUARANTEE

For the purposes of determining the Maturity Guarantee, Funds are classified as either Class A or Class B.

The amount available on the Maturity Date to provide benefits is equal to the sum of sections (I) and (II) below:

(I) Class A Funds – 100% Guarantee (75% in the Closing Decade)

For investments in **Class A** Funds, the greater of:

A) the Market Value of the Units held in **Class A** Funds, less any applicable Back-end Fees, and

B) the most recently established Maturity Guarantee, proportionally reduced by withdrawals.

(II) Class B Funds – 75% Guarantee

For investments in **Class B** Funds, the greater of:

A) the Market Value of the Units held in **Class B** Funds, less any applicable Back-end sales charges, and

B) 75% of all Deposits made to **Class B** Funds, proportionally reduced by withdrawals.

The Maturity Guarantee is based on the gross Deposit amount. This means that Front-end sales charges do not reduce the amount of the Maturity Guarantee.

6.3.1 AUTOMATIC DAILY RESET® (ADR)

The Automatic Daily Reset applies to Class A Funds only; Class B Funds are not affected by the Automatic Daily Reset.

Prior to the Closing Decade, (when there are at least 10 years remaining until the Maturity Date) the Maturity Guarantee is reset every Valuation Date to the greater of:

1) The sum of the Market Value of all Units held in **Class A** Funds,

   or

2) The most recently established Maturity Guarantee

   - plus 100% of Deposits made to **Class A** Funds since the last Maturity Guarantee was established,
   - proportionally reduced by withdrawals from **Class A** Funds since the last Maturity Guarantee was established.

CLOSING DECADE

If there are less than 10 years remaining until the Maturity Date, the Maturity Guarantee will be the last established value, plus **75%** of the Deposits made to **Class A** Funds. The Maturity Guarantee will be reduced proportionally by withdrawals from **Class A** Funds since the last Maturity Guarantee was established.

For each class of Units, if the Market Value is higher than the Maturity Guarantee on the Maturity Date, you will receive the Market Value of the Contract. If the Maturity Guarantee is higher than the Market Value less any applicable Back-end sales charges on the Maturity Date, you will receive the Maturity Guarantee.

Where both Class A and Class B Funds are available in the Closing Decade, *there is no financial benefit in choosing a Class A Fund*.

How the Automatic Daily Reset® feature of the Maturity Guarantee works for Class A Funds where Deposits are made before and during the Closing Decade.

Contract issued: January 2, 1999
Maturity Date: September 1, 2020

DATE	DEPOSIT	MARKET VALUE	MATURITY GUARANTEE
Jan. 2, 1999	$10,000	$10,000	$10,000
Jan. 3, 1999	$0	$9,900	$10,000
Jan. 4, 1999	$0	$10,125	$10,125
Mar. 1, 2005	$0	$12,500	$12,500
Mar. 2, 2005	$5,000	$17,500	$17,500
Sep. 2, 2007	$0	$16,250	$17,500
Sep. 3, 2007	$4,000	$20,250	$21,500
Sep. 1, 2010	$0	$23,000	$23,000
Closing Decade begins September 2, 2010 (no further Automatic Daily Resets)			
July 10, 2014	$0	$26,000	$23,000
July 11, 2014	$10,000	$36,000	$30,500 (Maturity Guarantee increases by 75% of the Deposit)

6.4 HOW THE DEATH BENEFIT GUARANTEE IS CALCULATED

The Death Benefit Guarantee is based on the age of the Annuitant at the time of Deposit.

The Death Benefit Guarantee is determined at the time of Deposit to be 100% of the Deposit Value up until the Annuitant reaches age 80. Deposits made on or after the Annuitant's 80th birthday will have a Death Benefit Guarantee of 80% of the Deposit Value. The Death Benefit Guarantee calculation is the same for Deposits made to Class A Funds and Class B Funds.

On the death benefit date, the death benefit is determined as the sum of:

A. For Class A Funds, the greater of:

i. the Death Benefit Guarantee, and

ii. the current Market Value of the Units representing the Deposit Value.

PLUS

B. For Class B Funds, the greater of:

   i. the Death Benefit Guarantee, and

   ii. the current Market Value of the Units representing the Deposit Value.

The Death Benefit Guarantee is proportionally reduced for withdrawals.

6.5 FUND SWITCHES AND THE GUARANTEE

Fund switches between Funds within the same sales charge option do not affect the Maturity Guarantee unless you are requesting a switching between Classes. For example, if you request we switch Funds from a Class A Fund to a Class B Fund, the Maturity Guarantee will be reduced. The Maturity Guarantee will be recalculated at the time of a switch to be 75% of the Market Value of the monies being switched. **Moving money from Class A to Class B Funds should be considered carefully since it may reduce the Maturity Guarantee.**

A switch will not affect the Maturity Date or the Death Benefit Guarantee. Additionally, the age of the monies that you are requesting be switched is not affected. When you request a switch between Funds, it is the Deposits that have been in the Fund the longest that are switched first.

Example of a Class A to a Class B Fund switch:

Class A Fund as of November 2, 2004	
Original investment into Class A Funds on February 15th, 2004	$20,000
Current Market Value	$22,000
Maturity Date	February 15, 2019
Maturity Guarantee	$22,000 or Market Value, whichever is greater
Death Benefit Guarantee	$20,000 or Market Value, whichever is greater

After a Fund switch of the entire amount to a **Class B** Fund on November 2, 2004 this is what the Contract will look like:

Class B Fund as of November 2, 2004 (immediately following the Fund switch)	
Current Market Value	$22,000 (unchanged)
Maturity Date	February 15, 2019 (unchanged)
Maturity Guarantee	$16,500 (75% of Market Value)
Death Benefit Guarantee	$20,000 (unchanged)

This example assumes that all Units in Class A were switched to Class B and that the original Deposit was made before the Annuitant's 80th birthday.

6.6 WITHDRAWALS AND THE GUARANTEE

Every time that you request a withdrawal (including scheduled withdrawals) there is a proportional reduction in the Deposit Value used to calculate the guarantees. The proportional reduction is calculated based on the Market Value at the time of withdrawal. For example, in a situation where all Units had been purchased at the same time, if the amount withdrawn from a specific class of Units is equal to 25% of the Market Value of that class of Units on the date of withdrawal, the Deposit Value applicable to that class of Units is reduced by 25%. At the Maturity Date you will still receive the greater of the new Maturity Guarantee or Market Value.

Withdrawals are made on a first-in, first-out basis, by class of Units. A withdrawal may include Funds attributable to different classes of Units and each relevant guarantee will be adjusted.

Withdrawals do not affect the Maturity Date.

The reduction in the value of the guarantee amount as a result of withdrawals will be calculated as follows:

Reduction in the value of the guarantee amount = G x W/MV where:

W = Market Value of Units withdrawn applicable to that class of Units;

MV = total Market Value of the Units applicable to that class of Units prior to withdrawal;

G = guarantee applicable to that class of Units prior to withdrawal.

The new guarantee amount is the original guarantee amount prior to withdrawal minus the calculated reduction in the value of the guarantee amount for that class of Units.

EXAMPLE:

You made a Deposit of $5,000, requested that it be allocated to Class B Funds, and it has a current Market Value of $8,000. The Death Benefit Guarantee immediately prior to the withdrawal is $5,000 and the Maturity Guarantee is $3,750. You request a withdrawal of $800.

The reduction of the guarantee works as follows:

Maturity Guarantee (Class B Funds):	$3,750
Death Benefit Guarantee (Class B Funds):	$5,000
Market Value:	$8,000
Reduction in Maturity Guarantee:	$3,750 x $800/$8,000 = $375
Reduction in Death Benefit Guarantee:	$5,000 x $800/$8,000 = $500
New Maturity Guarantee:	$3,750 - $375 = $3,375
New Death Benefit Guarantee:	$5,000 - $500 = $4,500

6.7 RRSP TO RRIF GUARANTEE TRANSITION

If you hold an RRSP or LIRA Contract, the guarantee amounts and guarantee dates automatically extend into a RRIF, LIF, LRIF, PRIF, or other similar Contract, as applicable. Please refer to the Contract for more information on how the RRSP is amended to a RRIF.

EXAMPLE:

Assume you are 65 years old. You purchase a MLIP RRSP on February 12, 1999, with $54,000 transferred from another financial institution, and choose to invest in **Class B** Funds. Although there are only six years left until you must close the RRSP, the guarantee amount and guarantee date extends to the RRIF.

	RRSP	RRIF (Amendment on December 31, 2005)
Maturity Date	February 12, 2016	February 12, 2016 (unchanged)
Maturity Guarantee	$40,500	$40,500 (unchanged)
Death Benefit Guarantee	$54,000	$54,000 (unchanged)

The Maturity Guarantee, the Death Benefit Guarantee and the Maturity Date are all unchanged after the RRSP is amended to be a RRIF.

7. The investment options

7.1 GENERAL INFORMATION

The Contract gives you access to a wide variety of Segregated Funds. Fund categories include money market balanced, fixed income and equities. Each Fund manager has a particular investment strategy and the underlying securities are different. As such, the performance of Funds within any one category will vary.

The underlying investment in some Funds are units of a mutual fund(s) or another selected investment fund(s).

You do not acquire any ownership interest in the Underlying Fund or Segregated Fund Units when you invest in a Fund.

If you would like additional information regarding the Fund(s) or Underlying Funds, please see your Fund Highlights booklet, visit our website (www.manulife.ca/investments), or contact your financial advisor.

We reserve the right to discontinue offering, to merge, or to split any of the Funds available through the Contract at any time. We will provide you with at least 60 days advance notice in this event.

We may also provide you with additional investment choices within the Contract that have different contractual provisions, such as Maturity or Death Benefit Guarantee levels. In this event, the provisions of the Contract may be amended to permit you to allocate a deposit to the additional investment choices. If you initiate a transaction to the new investment choice, you agree to the terms of the amendment, which will form part of the Contract.

From time to time, Manulife may offer you the benefit of a switch or product transfer program to a new or existing Segregated Fund Contract, or to an enhanced version of the current Contract.

In the event of a Fund merger, split or discontinuance of a Fund or Funds, the Market Value of the Contract will not be affected by that event. It is the intention of Manulife Financial to engage in the continuous sale of individual variable insurance contracts.

We have the right to change a Fund manager of any of the Funds at any time at our discretion. You will be notified of any change in Fund managers.

In certain situations, changes to a Fund may be considered a Fundamental Change. Please see Section 7.11 Fundamental Changes for more information.

7.2 MANAGEMENT FEES

Each Fund will pay Manulife Financial management fees for the management of a Fund. The management fees of a Fund are calculated and accrued on a daily basis and reimbursed monthly to Manulife Financial. You do not directly pay for the management fees.

The management fees are subject to change at our discretion. The annual management fees shall not exceed two times the current management fees. You will receive at least 60 days advance notice of any increase in management fees. Please see Section 7.11 Fundamental Changes for more information.

The management fees of a Fund include all management fees charged by Manulife and the Underlying Fund.

7.3 MANAGEMENT EXPENSE RATIO (MER)

The Management Expense Ratio (MER) is the cost of investing in a Fund. The MER is the management fee plus operating expenses of the Fund. You do not directly pay for the MER since it is paid from the Fund before the Unit Value of the Fund is calculated.

The operating expenses of a Fund include:

- operating and administrative costs,
- guarantee costs,
- legal fees,
- audit fees.

The MER for a Fund is subject to change without prior notification. Please see the most recent Fund Highlights booklet for more information on the MER. The MERs include any expenses charged by the Underlying Fund.

The MERs for the Funds for the current year are estimated based on actual expenses from the previous year. These are subject to change and will be confirmed in the annual Audited Financial Report.

7.4 NET ASSET VALUE

The net asset value of a Fund represents the total Market Value of all the assets of a Fund minus its liabilities. The net asset value is divided by the number of Units held by investors to calculate the net asset value per Unit.

We calculate the net asset value and the net asset value per Unit of each Fund at the close of business on every Valuation Date.

The net asset value of a Segregated Fund fluctuates with the Market Value of the underlying assets of the Segregated Fund and is not guaranteed.

7.5 INVESTMENT POLICY AND RESTRICTIONS

The Funds have been established to provide benefits, which will vary in amount depending upon the Market Value of the assets of each of the Funds. Each Fund has a Fundamental Investment Objective that determines the investment policies and restrictions for the Fund. The investment policies and restrictions may change from time to time, and you will be notified in writing of any material change. Please see Section 7.11 Fundamental Changes for more information in the event that the Fundamental Investment Objective changes.

The Contract is subject to compliance with the CLHIA Individual Variable Insurance Contract Guidelines relating to Segregated Funds.

7.6 POTENTIAL RISKS OF INVESTING

MARKET RISK is the fundamental risk of investing in the capital markets. It is the risk that the assets of the Underlying Fund will decline in value simply because the market as a whole declines in value, thereby lowering the overall return of the Contract.

INTEREST RATE RISK is the chance that interest rates may fluctuate, and thereby may negatively impact the value of the assets within an Underlying Fund, thus lowering the overall return of the Contract.

MANAGER RISK is the chance that a Fund manager may purchase a poor asset or may dispose of an asset that continues to grow in value; the Fund manager may fail to recognize increasing or decreasing market conditions. Any or all of these can directly affect the performance of the Contract.

INFLATION RISK is the risk that inflation will affect interest rates and, in turn, make assets within an Underlying Fund less attractive from a price perspective, thus hurting the overall Contract performance.

FOREIGN CURRENCY RISK occurs when an Underlying Fund invests in countries other than Canada or holds assets valued in another currency, which may decline in value relative to the Canadian currency. This situation will adversely affect the returns of those foreign assets held in the Underlying Fund and the total return of the Contract.

DERIVATIVE RISK occurs when derivatives are used as a risk management tool to mitigate or diversify risks that are not desired. The Contract does not directly invest in derivatives.

However, some underlying mutual funds may invest in derivatives for hedging purposes or for achieving the duration target. In particular, the use of derivative instruments is prohibited in acquiring investment exposures not otherwise permitted in the Underlying Fund's investment description.

CREDIT RISK is the risk of default by the issuer of debt instruments, such as bond or money market instruments. Default will negatively impact the value of assets within the Underlying Fund, thus lowering the overall return of the Fund.

SOVEREIGN RISK applies when investing abroad as there may be additional risk of the Fund's capital to companies outside the laws of Canada. Information flow, liquidity, political stability and social policy may all affect the prices of foreign investments and in return the value of the assets within the Fund, thus hurting the overall performance of the Fund.

SMALL COMPANY RISK is the result of smaller companies having valuations that tend to be more volatile than those of large established companies. As such, the value of Funds that buy investments in smaller companies may rise and fall significantly.

7.7 REINVESTMENT OF EARNINGS

The realized earnings of the assets in the Funds will be reinvested in the Fund and will increase the value of the Units. The Policyowner of the Contract acquires no direct claim on the Fund assets, but only on the Contract benefits.

7.8 INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

No director, officer, associate or affiliate of Manulife Financial has had any material interest, direct or indirect, in any transactions, or in any proposed transactions within three years prior to the date of filing of this Information Folder, that would or will materially affect Manulife Financial with respect to the Funds.

7.9 MATERIAL CONTRACTS/FACTS

No material contract that can be reasonably regarded as presently material to proposed policyholders with respect to the Funds has been entered into within two years prior to the date of filing of this Information Folder. There are no other material facts relating to the policies that have not been disclosed herein.

7.10 CUSTODIAN OF FUND PORTFOLIO SECURITIES

CIBC Mellon Global Securities Services Company, located at 320 Bay Street, P.O. Box 1, Toronto, Ontario, M5H 4A6, has custody and control of cash and securities of the Funds. All investments and Deposits of the Funds are made in the name of Manulife Financial. Manulife Financial has the ultimate responsibility for custody of the securities of the Funds. The portfolio of securities of the Funds is physically situated in the jurisdiction of the Province of Ontario.

7.11 FUNDAMENTAL CHANGES

In the event of a Fundamental Change to the Contract, you will be given the opportunity, in certain circumstances, to Fund switch or withdraw Units of the Fund(s) without incurring charges. We will provide you with the withdrawal options and/or details of any Fund switch opportunities at least 60 days prior to the effective date of the fundamental change.

A Fundamental Change includes:

- an increase in the management fee of a Fund,
- a change in the Fundamental Investment Objectives of a Fund,
- a decrease in the frequency at which Funds are valued, or
- an increase in the guarantee cost of a Fund that exceeds the limit specified in the financial statements, if such costs are disclosed separately from the management fee.

A Fundamental Change may also occur in the event that two or more Funds are merged. Fund mergers may be subject to similar notice provisions and rights.

For the purposes of being considered a similar fund, a Fund must have a comparable investment objective, be in the same fund investment category and have the same or lower management fee and guarantee cost as the original Fund.

8. Valuation

8.1 MARKET VALUE OF THE CONTRACT

The Market Value of the Contract on any date will be the total of:

i) the value of the Units of all the Funds in the Contract at the close of business on the previous Valuation Date

PLUS

ii) any Deposit that we have received, less any deductions, which has not yet been used to purchase Units of a Fund.

8.2 UNIT VALUE AND VALUATION DATE

A Valuation Date for the Contract occurs every day that:

i) the Toronto Stock Exchange is open for business, and

ii) a value is available for the underlying assets.

All transactions affecting the Contract (i.e. Deposits, withdrawals, switches and resets) are processed based upon the Market Value as at the close of business on the Valuation Date. Valuation Dates are considered to end at the Valuation Date cut-off time, as determined by Manulife Financial. Any instructions or transactions received by Manulife Head Office after the Valuation Date cut-off time will be considered to be received as of the next Valuation Date.

Manulife reserves the right to change the Valuation Date cut-off time (earlier or later) to accept instructions or transactions. For example, we may require an earlier Valuation Date cut-off time for instructions or transactions received through different distribution or communication channels. Please contact your financial advisor for the Valuation Date cut-off time that may apply to your specific transaction request.

We will normally value the Funds on every Valuation Date; however, we may postpone valuation of the Funds:

a) for any period during which one or more of the nationally recognized stock exchanges are closed for other than a customary weekend or holiday closing,

b) for a period during which trading on securities exchanges is restricted, or

c) when there is an emergency during which it is not reasonable for us to dispose of investments owned by the Funds or to acquire investments on behalf of the Funds or to determine the total value of the Funds.

The Funds will be valued at least monthly irrespective of any postponement. If there is a change to the frequency of valuation of the Funds, you may have rights of free withdrawal or Fund switch. Please see Section 7.11 Fundamental Changes for more information.

The Toronto Stock Exchange is currently the principal exchange used for purposes of determining the Valuation Dates. Manulife Financial reserves the right to change the principal exchange to another exchange for purposes of this section and for determining the valuation of the Funds.

8.3 ADJUSTED COST BASE

The adjusted cost base of the Contract is the total cost of acquiring the Units of the Contract plus any reinvested allocations.

A Fund's adjusted cost base is the total cost of acquiring the underlying investments.

9. Fees and Charges

9.1 GENERAL INFORMATION

You may have to pay sales charges (also referred to as 'fees')at the time you make a Deposit to the Contract, or at the time you request a withdrawal depending on the sales charge option you have chosen. There are two sales charge options available under the Contract: a Front-end option and a Back-end option.

The following shows the impact of requesting we redeem Units purchased using the Back-end option and the Front-end option.

SALES CHARGE OPTION:	AMOUNT DEPOSITED	AMOUNT INVESTED	FEE IF REDEEMED
Back-end option*	$1,000	$1,000	$60**
Front-end option*	$1,000	$950	none

** Assuming a 5% Front-end sales charge and a 6% Back-end sales charge.*

*** The Back-end sales charge will be $60 in this case, if you requested we redeem all of the Units within the first year after purchase and no charge-free amount was available.*

9.2 FRONT-END OPTION

With the Front-end option, a sales charge of between 0% and 5% of the Deposit is deducted at the time the Deposit is made. This means that you can negotiate with your financial advisor the amount of sales charge paid by you at the time of the Deposit. The sales charge amount is deducted from the amount of the Deposit and the net amount invested is then used to purchase Units according to your chosen investment options. The compensation paid to your financial advisor equals the amount of sales charge paid by you.

Please note that the Deposit amount (before the sales charge is deducted) is used for guarantee purposes.

By selecting the Front-end option, no charges will apply in the event that you wish to redeem some or all of the Units in the Contract.

9.3 BACK-END OPTION

If you select the Back-end Option, the entire Deposit will be used to purchase Units in one or more Funds, according to your investment instructions. Compensation paid to your Financial Advisor will be paid by the Company. Back-end sales charges may be deducted by the Company if you request we redeem these Units before the end of the Back-end sales charges Schedule as shown below.

Redemption fees are calculated as a percentage of the original purchase price of the Units that you request we redeem. The redemption fee applicable to a withdrawal from a Back-end option Fund will always be based on the redemption fee scale of the Fund category in which you originally purchased Units of a Back-end option Fund. For example, if you originally purchase Units of a Back-end option equity Fund and then you subsequently request a Fund switch to a money market Fund, any redemption fees applicable to a withdrawal will be based on the equity Fund redemption fee scale. Back-end sales charges only apply to withdrawals that exceed the remaining charge-free amount calculated for the year. Please see Section 5.5 for more information.

For purposes of redemption fees, years will always be measured from the actual date of a Deposit to a Back-end Fee option Fund. Redemption fees will apply to the earliest Deposits first.

If you request a Fund switch, the age of the Deposit will not be affected.

There are no sales charges or redemption fees applicable to the Underlying Funds. Any sales charges and redemption fees are applied by us and are not a duplication.

There are no sales charges or Back-end sales charges applicable to an additional Deposit ("top-up") made to the Contract as a result of a maturity or Death Benefit Guarantee.

Back-end Option Schedule

NUMBER OF COMPLETE YEARS SINCE PURCHASE OF EACH UNIT	MONEY MARKET FUND BACK-END OPTION %	ALL BOND FUNDS BACK-END OPTION %	ALL OTHER FUNDS* BACK-END OPTION %
0	4	5	6
1	3	4	5
2	2	3	4
3	1	2	3
4	0	1	2
5	0	0	1
6 or more	0	0	0

*Includes Dollar-Cost Averaging Fund.

9.4 EARLY WITHDRAWAL FEES

We may apply early withdrawal fees of 2% of the Deposit Value if you request a withdrawal within 90 days of allocating a Deposit to a Fund in the Contract. This fee will not apply to scheduled withdrawal payments from a RRIF, LIF, LRIF, PRIF, or other similar retirement income Contract, or to regular withdrawals (SWPs). This fee will be in addition to any deferred sales charges that may apply.

9.5 RECOVERY OF EXPENSES OR INVESTMENT LOSSES

The fees and charges described in this Information Folder are the only ones that you will be charged for the day to-day activities of the Contract and the management of the Funds. If, however, you make an error, we reserve the right to charge you for any expenses or investment losses that occur as a result of the error. Any charges passed on to you will be commensurate with any expenses or losses incurred by us. These expenses or investment losses might be caused by, among other things, NSF payments, or incorrect or incomplete instructions.

FUND CHARGES

9.6 MANAGEMENT FEES

Each Fund will pay Manulife Financial management fees for the management of a Fund. The management fees of a Fund are calculated and accrued on a daily basis and reimbursed monthly to Manulife Financial. You do not directly pay for the management fees.

The management fees are subject to change at our discretion. The annual management fees shall not exceed two times the current management fees. You will receive at least 60 days advance notice of any increase in management fees. Please see Section 7.11 Fundamental Changes for more information.

The management fees of a Fund include all management fees charged by Manulife and the Underlying Fund.

9.7 MANAGEMENT EXPENSE RATIO (MER)

The Management Expense Ratio (MER) is the cost of investing in a Fund. The MER is the management fee plus operating expenses of the Fund. You do not directly pay for the MER since it is paid from the Fund before the Unit Value of the Fund is calculated.

The operating expenses of a Fund include:

- operating and administrative costs,
- guarantee costs,
- legal fees,
- audit fees.

The MER for a Fund is subject to change without prior notification. Please see the most recent Fund Highlights booklet for more information on the MER. The MERs include any expenses charged by the Underlying Fund.

The MERs for the Funds for the current year are estimated based on actual expenses from the previous year. These are subject to change and will be confirmed in the annual Audited Financial Report.

10. Compensation

10.1 GENERAL INFORMATION

Manulife GIF Investment Portfolio contracts are sold through financial advisors and brokers. The advisor will be compensated for the professional advice and services provided to you. The amount of compensation will depend upon the contractual agreement between your financial advisor and their dealership or with Manulife Financial, whichever is applicable. In some instances, a product transfer program may be available to potentially reduce or eliminate sales charges through a reduction of advisor compensation. Manulife Financial reserves the right to change or cancel compensation arrangements at any time.

10.2 SALES COMMISSION

The sales commission paid will vary depending on the Fund, the sales charge option and, in some cases, the amount of the purchase. If you allocate a Deposit in a Fund under the Front-end option, the amount of the sales fee you pay will equate to the commission paid. If you allocate a Deposit in a Fund under a Back-end option, Manulife pays the commission, but you may have to pay a deferred sales charge depending on when you request that we redeem Units.

If an additional Deposit is made to the Contract as a result of a Maturity or Death Benefit Guarantee (i.e. a "top-up" Deposit), a sales commission will not be paid on that Deposit.

A sales commission will not be paid on Fund switches.

10.3 TRANSFER SALES COMMISSION

A transfer sales commission may be paid by the company to the representative when transferring monies from selected RRSP Contracts to a RRIF/LIF/LRIF/PRIF Contract according to the administrative rules that we have in place at that time.

10.4 SERVICING COMMISSION

A regular servicing commission will be paid by the company to your financial advisor to recognize the ongoing service he/she provides.

11. Tax information

11.1 GENERAL INFORMATION

This section outlines general tax information as it applies to the Contract. It applies to Canadian residents and is based on the current Income Tax Act (Canada).

The policy of each Fund is to allocate its income and realized capital gains and losses to unitholders in each year so that no income tax will be payable by a Fund (after taking into account any applicable losses of the Fund). Each Fund (other than a money market Fund) will allocate the income and realized capital gains and losses proportionally by Fund Units to all unitholders on December 31 of each year, and the allocation is not proportionate to the length of time the Units are held in a Fund during a calendar year.

Note: This summary does not include all possible tax considerations and you should consult your personal tax advisor about your individual circumstances.

11.2 NON-REGISTERED CONTRACTS

When filing your income tax return, you are required to include information on the following, as allocated to you:

- Capital gains or capital losses from six sources:
  - i) distributions from underlying investments,
  - ii) the trading activities of the Funds,
  - iii) your trading activities (i.e. transfers and withdrawals),
  - iv) sales charges and redemption fees,
  - v) Fund discontinuances and Underlying Fund substitutions,
  - vi) transfers of ownership in certain situations.
- Canadian dividends that reflect the amount of dividends received from shares of Canadian resident corporations.
- Other Canadian income from the cash portion of the Fund or income on investments such as Canadian bonds or mortgages.
- Foreign income received through investment in a mutual fund and foreign taxes that may be used to reduce your Canadian income tax.

To make your tax reporting easier, we will provide you with detailed information on all of the categories listed above, subject to the minimum reporting limits in effect at the time.

11.2.1 TAXATION OF GUARANTEE "TOP-UP"

For each class of Units, if the guarantee amount is greater than the Market Value at death or maturity, we will deposit the difference into the Contract. This Deposit is referred to as a "top-up" and is taxable to you when paid into the Contract. The amount will be reported to you as a capital gain on a T3 slip. On surrender of the Contract at death or maturity, the difference between the Market Value of the Contract (before any top-up) and the adjusted cost base may result in a capital gain or loss. The required taxation of the top-up is not certain at this time. Legislative changes may require a change to the taxation of the top-up.

11.3 REGISTERED CONTRACTS

Income can accumulate in a registered Contract on a tax-deferred basis.

If you request a Fund switch between Funds in a registered Contract, or you request a switch directly to another permitted registered contract, you do not have to pay tax.

RRSP

You can deduct the Deposits that you make to an RRSP from your taxable income, up to a maximum amount determined under the Income Tax Act (Canada). If you have a spousal RRSP, the Deposits may be deducted from your taxable income. If you withdraw cash from an RRSP Contract you must pay tax on the amount that you have withdrawn. We may be required to deduct tax from the withdrawal according to the current Canadian laws. If you hold a spousal RRSP, your spouse may have to pay tax on the amount withdrawn to the extent that your spouse deposited amounts to this or any other spousal RRSP in the current or two immediately preceding taxation years.

RRIF/LIF/LRIF/PRIF

Payments and cash withdrawals from a RRIF, LIF, LRIF, or PRIF will be included in your income for the year the payments are made.

We are required to withhold tax at the government prescribed rates from any withdrawals that exceed the RRIF/LIF/LRIF/PRIF minimum amount. There are two ways to handle these taxes, based upon your specific needs.

Levelized minimum rate – We will withhold tax at the minimum rate required by law and apply it evenly to all scheduled payments for a year.

Client-specified rate – We will withhold tax at a rate specified by you and apply it evenly to all scheduled payments for a year. If the rate specified is less than the minimum rate required by law, we will withhold the required minimum.

For unscheduled withdrawals, withholding tax will be at the client-specified rate unless we are required by law to withhold a higher amount.

11.3.1 TAXATION OF GUARANTEE "TOP-UP"

If we increase the value of a registered Contract in accordance with the provisions of the Maturity Guarantee or Death Benefit Guarantee (called "topping-up"), the following applies: Maturity Guarantee "top-up" – the top-up amount is not taxed when deposited into the Contract. However, when amounts are withdrawn (including the top-up), all amounts are taxable to you.

Death Benefit Guarantee "top-up" – the top-up amount is not taxed when deposited into the Contract. However, when the final death benefit is paid to the beneficiary, all amounts (including the top-up) are taxable to the appropriate individual.

12. Estate planning

12.1 GENERAL INFORMATION

The Contract provides valuable estate planning advantages that vary depending on the type of Contract you purchase.

Note: This summary does not include all possible tax considerations. You should consult your personal tax advisor about your individual circumstances.

12.2 BENEFICIARIES

Upon the death of the last surviving Annuitant, we will pay the proceeds of the Contract to any surviving primary beneficiaries. If no primary beneficiary is alive when the Annuitant dies, we will pay the proceeds to any surviving secondary beneficiaries. If there is no surviving secondary beneficiary, we pay the proceeds to you, the owner, if you are not the Annuitant, otherwise to your estate.

The proceeds of the Contract are paid to the beneficiaries named under the Contract without passing through your estate.

If you have named your spouse as successor Annuitant on a RRIF, LIF, LRIF, or other similar retirement income Contract, your spouse will automatically become Policyowner of the Contract and payments will continue to your spouse as successor Annuitant. In this case, your successor Annuitant may exercise rights as the Policyowner of this Contract. However, if you have named an irrevocable beneficiary, the successor Annuitant's ownership rights will be restricted. He/she will not be able to increase the amount or frequency of the scheduled payments, to make withdrawals, nor change the beneficiary designation without the irrevocable beneficiary's consent.

If you have named more than one primary beneficiary, you may specify how the proceeds are to be divided. If you have not indicated how the proceeds are to be divided, we will assume the proceeds should be divided equally among the surviving primary beneficiaries. The same applies for secondary beneficiaries. Please remember that secondary beneficiaries do not have any rights if any primary beneficiary exists at the time of the Annuitant's death.

You may change the beneficiary or beneficiaries at any time, as permitted by any laws that apply to the Contract, by filing a designation with us. The change will be effective the date that you signed your designation. However, we will only be responsible for acting upon information that has reached us by the date we make any payments or take any action. We are not responsible for confirming the accuracy or validity of any information that you provide to us. If you have designated the beneficiary as irrevocable, you cannot change the designation without the beneficiary's written consent. Certain other rights and options, such as withdrawals, assignments, or transfer of ownership, can be exercised only with the written consent of the irrevocable beneficiary. An irrevocable beneficiary who is a minor cannot provide consent. A parent, guardian or tutor cannot provide consent on behalf of a minor who has been named as irrevocable beneficiary.

If the beneficiary has not reached the age of majority, we must pay the proceeds of the Contract according to the applicable laws. If you have used a non-registered Contract as security for a loan, the rights of a collateral assignee, or, under the Quebec Civil Code, a hypothecary creditor, will normally take precedence over the rights of a beneficiary.

12.3 NON-REGISTERED CONTRACTS

In some instances, the non-registered Contract may continue following your death, or upon the death of the Annuitant, by making certain elections prior to death. Certain provisions of the Contract are based on the age of the Annuitant. If the Annuitant of the Contract is subsequently changed, some of the provisions may also change. If the Contract continues, no death benefit is payable, and therefore no guarantee top-up would apply.

The tax treatment will vary depending on the situation. You should consult your personal tax advisor about your individual circumstances.

I) SUCCESSOR OWNER

You may appoint a successor owner or owners under the Contract. Then, in the event of your death, ownership of the Contract is transferred to the successor owner. In the province of Quebec, a successor owner is known as a subrogated policyholder. This transfer in ownership occurs without the Contract passing through your estate. Please note that if you are also the Annuitant of the Contract, the Contract will end and the death benefit guarantee will be paid to the named beneficiary. If you intend to have the Contract continue, you may also name a successor Annuitant. Please see (**II**) below. Also note that if the successor owner is someone other than your spouse, the transfer of ownership will be considered a taxable disposition and all realized and unrealized gains will be reported on your final tax return.

II) SUCCESSOR ANNUITANT

You may appoint a successor Annuitant under the Contract. Then, in the event of the primary Annuitant's death, the successor Annuitant will automatically become the primary Annuitant of the Contract. In this case, the Contract will continue, and no death benefit is payable. The appointment of a successor Annuitant must be made prior to the death of the primary Annuitant. You may remove a previously appointed successor Annuitant at any time.

12.4 REGISTERED CONTRACTS

For a RRIF, LIF, LRIF, or other similar retirement income Contract, if you have named your spouse as successor Annuitant, your spouse will automatically become owner of the Contract and payments will continue to your spouse. In this case, your spouse may exercise rights as the Policyowner of this Contract, and any secondary or subsequent beneficiary appointments made prior to your death are ineffective. However, if you have named a successor Annuitant and an irrevocable beneficiary, the successor Annuitant will not be able to change the beneficiary designation on the Contract without the irrevocable beneficiary's consent. All investments remain intact and are not transferred to a money market Fund. Your spouse can choose to take the Market Value in cash, continue on with the Contract or transfer the Market Value in accordance with applicable legislation, and the administrative rules we have in place at that time.

You cannot appoint a successor owner for a RRSP Contract.

If your spouse is the beneficiary of the RRSP Contract, your spouse has the option of electing to transfer the proceeds of the registered Contract to an RRSP or RRIF on a tax-deferred basis, subject to applicable legislation.

If the beneficiary is a child or children who are financially dependent on you due to mental or physical disability, they may make the same election of rolling the registered Contract into their RRSP or RRIF on a tax-deferred basis, subject to applicable legislation, or they may purchase an annuity.

If the beneficiary is a child or children who are financially dependent on you, they may elect to defer tax by purchasing a term certain annuity payable until age 18. This will allow them to pay tax only on the annuity income they receive in a year.

If your spouse or child elects not to use the transfer provisions, or if someone other than your spouse or a child is the beneficiary as described above, or you have not named a beneficiary, the Fair Market Value of the Contract on the date of your death will be taxable income on your final return.

12.5 NO PROBATE FEES

If you have named a valid beneficiary or a valid successor owner, upon your death or the death of the Annuitant, the Contract does not form part of your estate. Therefore probate fees will not apply to the Contract in accordance with current legislation.

12.6 POTENTIAL CREDITOR PROTECTION

The Contract may offer some creditor protection. When a named beneficiary is a spouse, parent, child, grandchild of the Annuitant (for Quebec, ascendants and descendants of the owner), or is named irrevocably, the Contract may be protected against claims of your creditors.

Note: There are important limitations with respect to this protection and this summary does not include all possible considerations. You should consult your financial advisor about your individual circumstances.

Important Information:

The Contract shown on the following pages will become effective on the Valuation Date of the first Deposit and upon acceptance by Manulife Financial that the initial Contract set-up criteria have been met. Delivery of the Contract provisions do not constitute acceptance by Manulife Financial of a Contract purchase. Confirmation of a Contract purchase will be sent to you upon meeting the necessary Contract set-up requirements as determined by Manulife Financial, and when the initial Deposit has been made. The effective date of the Contract will be stated on a confirmation notice. Any endorsements or amendments that may be required will be sent to you and will form part of the Contract. Please contact your financial advisor if you have any questions about the Contract you have purchased.

Manulife GIF Investment Portfolio Contract Provisions

In these policy provisions, "you" and "your" refer to the person who has Policyowner's or policyholder's rights under the Contract. "We", "us", "our" and "Manulife" refer to The Manufacturers Life Insurance Company. "Head Office" refers to the Canadian Head Office of The Manufacturers Life Insurance Company located in Waterloo, Ontario, or to any other location that we might specify to be our Head Office.

This Contract is available as a non-registered Contract, or if you are applying for a registered Contract, you may request us to apply for registration of the Contract under the Income Tax Act (Canada) and any applicable provincial income tax legislation as a Retirement Savings Plan (RSP), Locked-in RSP, Locked-in Retirement Account (LIRA), Retirement Income Fund (RIF), Life Income Fund (LIF), Locked-in Retirement Income Fund (LRIF), Prescribed Retirement Income Fund (PRIF), or other retirement income Contract that may become available under legislation and that is offered by us within this Contract.

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

The Manufacturers Life Insurance Company ("Manulife Financial') is the sole issuer of this annuity Contract and the guarantor of any guarantee provisions contained therein.

The Manufacturers Life Insurance Company

President and Chief Executive Officer

Definitions & Key Terms

ANNUITANT
The Annuitant, as defined under this Contract, is the measuring life; the individual on whose life the Maturity and Death Benefit Guarantees are based. The Annuitant can be you, as the Policyowner, or an individual whom you designate.

BACK-END SALES CHARGE
Often referred to as a deferred sales charge (DSC) or a redemption or surrender charge, this is a sales charge that is applied to withdrawals (surrenders) that occur during a specified fee period.

BENEFICIARY
The Beneficiary is the designated individual(s) or organization(s) who will receive the value of the Contract upon the death of the last surviving Annuitant.

CHARGE-FREE AMOUNT
The portion of the Contract that is exempt from Back-end sales charges.

CONTRACT
Also referred to as the policy or the plan. The Contract is the Manulife Guaranteed Investments Funds (GIF) Investment Portfolio (MLIP) Contract, which is a deferred annuity product supported by a family of Segregated Funds to help you meet your financial objectives. The Contract is governed by the applicable provincial insurance and pension legislation and the Income Tax Act (Canada).

CONTRACT DATE
The date the Contract will become effective. The Contract becomes effective on the Valuation Date of the first Deposit and upon acceptance by The Manufacturers Life Insurance Company (Manulife Financial) that the initial Contract set-up criteria has been met.

DEATH BENEFIT GUARANTEE
The minimum amount that is payable upon the death of the last surviving Annuitant.

DEPOSIT
Also referred to as the Premium as there are life insurance components in the Contract. The Deposit is the amount of money you pay to Manulife in exchange for contractual benefits before the deduction of any applicable sales charges or fees. A Deposit is any amount of money payable to Manulife's general accounts that Manulife will use to meet its financial obligations under the Contract after the applicable sales charges and fees are deducted.

DEPOSIT VALUE
The total amount deposited to the Contract before fees are deducted.

FRONT-END SALES CHARGE
When a Front-end option Fund is chosen, a sales charge is deducted from the amount you pay to Manulife as a Deposit and is paid to your financial advisor.

FUND(S)
The Segregated Fund(s) currently available to receive all or a portion of the Deposits in the Contract.

FUNDAMENTAL INVESTMENT OBJECTIVE
The investment objective of a Fund that defines both the fundamental nature of the Fund and the fundamental investment features which distinguish it from other Funds.

LOCKED-IN CONTRACTS
If Deposits originate from a pension plan, they continue to be locked-in under this Contract. "Locked-in" refers to the restrictions and limitations that are imposed by the applicable pension legislation.

MARKET VALUE
The Market Value of the Contract is determined to be the sum of the Market Value of Units notionally credited to each Fund in the Contract.

MATURITY DATE
The last date you may own the rights under the Contract for purposes of accumulating capital. It is the date on which the Maturity Guarantee applies. It is also referred to as the "Annuity Date."

MATURITY GUARANTEE
The value of the Contract that will be used as the basis for the calculation to provide the annuity benefit on the Maturity Date as provided under the Contract.

NET ASSETS
The net assets of a Fund are determined by calculating the Market Value of all of its assets (its investments) and subtracting its liabilities (such as the Fund's management fees and operating expenses).

POLICYOWNER
The Policyowner, referred to as the owner throughout this Contract, is the individual or organization who is the legal owner of the rights under this Contract. The Policyowner will receive the benefits of the annuity unless a third party is designated by the Policyowner to receive such benefits. In the province of Quebec, the Policyowner is referred to as the policyholder.

SEGREGATED FUND(S)
Also referred to as Fund(s). An aggregate of money, stocks, bonds, mutual funds and/or other types of investments that is held separate from the insurer's general assets to be available to assist the insurer in meeting its financial obligations under the Contract.

UNDERLYING FUND
An investment fund in which a Fund invests all or part of its assets. The underlying investments of the Funds may be units of mutual funds, pooled funds or other selected investment funds owned by us.

UNITS
The measurement attributed to the Contract to determine the value of the insurance benefits and our financial obligation to you. You do not acquire any ownership interest of the Units. Units are notional, are not transferable or assignable.

UNIT VALUE
A notional value used to measure the Market Value of one Unit (or share) of a Segregated Fund.

VALUATION DATE
A Valuation Date for the Contract occurs every date that:
(i) the Toronto Stock Exchange is open for business, and
(ii) a value is available for the underlying assets.

1. The Contract

The Contract is made up of this policy, which includes the terms of the Contract, the application form, the confirmation of Deposit, applicable endorsements and any amendments. We will not be bound by any amendment to the Contract made by you or your representative unless it is agreed to in writing and signed by our President or one of our Vice-Presidents.

If you request that the Contract be registered, the RSP endorsement, or RIF, LIF, LRIF, PRIF, or other similar retirement income product endorsement and any applicable locking-in endorsement, will be included and made a part of the Contract. The terms of the endorsements, where applicable, will override any conflicting provisions of the Contract.

We have the right to limit the number of Contracts where you are the Policyowner by refusing to accept subsequent applications for the same taxation type.

2. General overview

2.1 CONTRACT DATE

The Contract Date is the Valuation Date of the first Deposit made into the Contract. Refer to Section 8.2 Valuation Date.

2.2 CURRENCY

All payments to or by us will be in Canadian dollars.

2.3 OWNERSHIP

You may exercise rights as owner of this Contract subject to any limitation provided by law. Your rights may be restricted if a beneficiary has been appointed irrevocably, or if this Contract has been hypothecated or assigned as collateral security.

2.4 ANNUITANT

This refers to the person on whose life the guarantees of the Contract are based, and upon whose death the death benefit is payable. You may also appoint a successor Annuitant who will replace a deceased Annuitant. If you have a successor Annuitant named under your Contract who is still alive on the death of the Annuitant, no death benefit will be payable until the death of the last surviving Annuitant.

2.5 BENEFICIARY

You may appoint a beneficiary or beneficiaries to receive any amounts payable under this Contract after the last surviving Annuitant's death. So far as the law allows, you may change or revoke the beneficiary appointment. If the appointment is irrevocable, you will not be permitted to change or revoke it without the beneficiary's consent. Any appointment of a beneficiary, or any change or revocation of an appointment, unless otherwise permitted by law, must be made in writing and will then be effective as of the date of signing; however, we will not be bound by any appointment, change or revocation which has not been received at our Head Office at the date we make any payment or take any action. We assume no responsibility for the validity or effect of any appointment or change or revocation. If there is no surviving beneficiary at the time of the last surviving Annuitant's death, which results in a death benefit being payable, any amount payable will be paid to you if you are not the Annuitant, otherwise to your estate.

2.6 SUCCESSOR OWNER

If you are not the Annuitant, you may appoint one or more successor owners for non-registered Contracts, who may exercise rights as owner of this Contract after your death. In the Province of Quebec, a successor owner is referred to as a subrogated policyholder.

2.7 PROTECTION AGAINST CREDITORS

So far as the law and your personal circumstances allow, this Contract may be potentially exempt from seizure by your creditors. Please consult with your legal advisor for more information.

2.8 SERVICE INITIATIVES

Throughout the Contract we ask you to send us written instructions in order to effect certain transactions. Over time we may introduce service initiatives that allow you to issue non-written instructions, including instructions in electronic form, to us. To the extent you choose to make use of such service initiatives, you will be deemed to have agreed to be bound by those instructions to the same extent as if they had been provided in writing.

2.9 ADMINISTRATIVE RULES

In the Contract, we refer to the current administrative rules. We change our administrative rules from time to time in order to provide improved levels of service, and to reflect corporate policy and economic and legislative changes, including changes to the Income Tax Act (Canada). Administrative rules, which may differ to rules that would otherwise apply under the Contract, may apply to transaction instructions communicated to us under different service initiatives.

The administrative rules in place at the time of your first purchase are detailed in writing at Manulife Financial Head Office or in the Information Folder.

3. Deposit provisions

3.1 DEPOSITS

A Deposit is the gross amount you pay to Manulife in exchange for contractual benefits before the deduction of any applicable sales charges. You may make a Deposit to this Contract while this Contract remains in force, according to our administrative rules in effect at the time you make the Deposit. We consider a Deposit to be made on the applicable Valuation Date based upon when we receive it. Refer to Section 7.3 Valuation Date of Requests.

Your Deposit, after deductions are made, will be allocated to purchase Units in one or more of the Funds then available.

You must state in writing the Fund(s) you select and, if you select more than one Fund, you must state the amount of your Deposit to be allocated to each one.

There are two classes of investment funds that may be available within the Contract. Class A Funds are investment funds that provide a 100% guarantee on the Maturity Date. Class B Funds are investment funds that provide a 75% guarantee on the Maturity Date. We can decline to permit a Deposit into a Class A or Class B Fund at any time.

We have the right to refuse to accept any Deposit and to establish maximum and minimum Deposit amounts from time to time. We have the right to refund any Deposit.

We have the right to request medical evidence of the Annuitant based on our current administrative procedures, and refuse to accept Deposits based on incomplete or unsatisfactory medical evidence of the Annuitant.

3.2 SALES CHARGE OPTIONS

You may make a Deposit under one of two sales charge options:

BACK-END OPTION

After making a Deposit to be allocated to a particular Fund under this option, you may incur Back-end sales charge in the event you request that we redeem these Units in the future (except for charge-free withdrawal amounts). Any applicable charge under this option will depend on the particular Fund for which Units have been provided and the length of time elapsed since the Units were first provided.

or,

FRONT-END OPTION

Upon making a Deposit to be allocated to a particular Fund, you may opt to pay a sales charge of between 0% and 5% of such Deposit which you negotiate with your financial advisor, in lieu of incurring Back-end charges in the event you request that we redeem these Units in the future. Your Deposit will be reduced by this sales charge. The gross amount will be used for the purpose of benefit calculations. The amount of the sales charge must be provided to us at the time you make a Deposit.

The value of a Unit in any Fund is not guaranteed but fluctuates with the investment performance of the assets of the Fund. Refer to Section 7.2. Units credited to a Fund.

3.3 DOLLAR-COST AVERAGING

The Dollar-Cost Averaging Fund (DCA Fund) is similar to Funds where you establish regular Fund switches, except you must request a reallocation of the Deposit to the DCA Fund over a specified period. You cannot switch monies into the DCA Fund. Please refer to the Information Folder for additional information.

3.4 FUND AVAILABILITY

Additional Funds may be added from time to time without notice. We also reserve the right to designate that any of our Funds will no longer be available for new Deposits or we may close a Fund completely. If we close a Fund completely, we will give you written notice of our intent at least 60 days in advance. Our written notice to you will specify the Fund(s) that will no longer be available, the Fund in which we propose to purchase Units, and the date this automatic Fund switch is to be effective. We will send notice to the last address you provided to us.

In the event a Fund is no longer available, you may request that we transfer the Market Value of Units in the particular Fund to a Fund option then currently available, or you may choose to request we redeem the Market Value of the Units held in the particular Fund. A Back-end Sales charge may be applicable in the latter case (except for charge-free withdrawal amounts). If you do not provide us with instructions, we will switch the Market Value of Units in the particular Fund to a Fund option then currently available, at our discretion. For the purposes of either a switch or a surrender of Units, the Valuation Date for these Units will coincide with the effective date we receive instructions from you or, if we do not receive instructions from you, the automatic Fund switch will take place.

We reserve the right to merge and to split Funds.

We reserve the right to alter the investment policies of each Fund, including the asset allocation and Underlying Fund selections. Changes may be made only to the extent the new investment policy is deemed by us to enhance our ability to be effective in meeting the stated investment objectives.

We will notify you in writing at least 60 days before we make a change in a Fundamental Investment Objective. The notice will give you the option free of charge, to either request a transfer of the affected Units to a similar Fund that is not subject to the change or, if a similar Fund isn't available, request that we withdraw the affected Units in the affected Fund. The choice must be made, in writing, and received by us anytime prior to 5 days before the end of the notice period. During the notice period, switches into the affected Fund are not permitted, unless you waive the right to request we withdraw those Units charge-free from the Fund during the notice period.

The mutual funds underlying any of the Funds will be invested in accordance with the objectives and policies of those mutual funds, and the standard investment restrictions and practices in securities legislation governing mutual funds set out in the simplified prospectuses of the mutual funds.

The Segregated Funds underlying any of the Funds will be invested in accordance with the objectives and policies of those Segregated Funds, and the investment restrictions and practices under insurance legislation and insurance industry regulation governing Segregated Funds.

4. Fund switch provisions

4.1 FUND SWITCHES

You may request that we switch monies between Funds (within the same sales charge option) in the Contract up to 5 times per calendar year free of charge. There may be a tax consequence to switches. All transactions affecting the Contract are processed based upon the Market Value as at the close of business on the Valuation Date. Valuation Dates are considered to end at the valuation cut-off time, as determined by Manulife Financial. Any instructions or transactions received after the Valuation Date cut-off time will be considered to be received as of the next Valuation Date. The Unit Value of the Fund used to determine the value of the redeemed Units will be that which is in effect on such Valuation Date.

If you request that we move monies between different sales charge options (i.e. Back-end to Front-end and vice versa) you may incur sales charges and/or redemption fees, since this will be treated as a redemption from one Fund and a purchase of another. In this situation, the Units of the Fund that you are requesting we move Units to will be purchased with a Valuation Date following the Valuation Date of the redemption. Refer to Section 3.1 Deposits and Section 5.4 Back-end Fees.

We reserve the right to charge an administrative fee of 2% or disallow switches if you request switches in excess of 5 per calendar year. We reserve the right to charge a fee of up to 2% (of the value of the Units) if you request that we redeem or switch Units from a Fund within 90 days of requesting that we purchase them.

The value of the Units of a Fund that are redeemed is not guaranteed but fluctuates with the investment performance of the assets of the Fund.

5. Withdrawal provisions

5.1 WITHDRAWALS

You may request a withdrawal at any time while this Contract remains in force by requesting in writing that we redeem some or all of the Units to the Contract's credit in one or more of our Funds.

If you request that we redeem all the Units to the Contract's credit, Section 9.1 Cancellation of this Contract applies.

We reserve the right to charge a fee of up to 2% (of the value of the Units) if you request a withdrawal of the Units from a Fund within 90 days of requesting that we purchase them.

The Valuation Date of your request for a withdrawal is described in Section 7.3 Valuation Date of requests.

The number of Units redeemed from a Fund will be equal to the amount withdrawn from that Fund divided by the value of a Unit in that Fund on the applicable Valuation Date.

The Maturity Guarantee and Death Benefit Guarantee under the Contract will be proportionally reduced by any withdrawals. A withdrawal may result in a gain or a loss since it creates a taxable disposition to the owner of the Contract.

The value of the Units of a Fund that are redeemed is not guaranteed but fluctuates with the investment performance of the assets of the Fund. Refer to Section 7.2 Units allocated to a Fund.

5.2 SCHEDULED PAYMENT OPTIONS FOR RRIF/LIF/LRIF/PRIF

At any time while this Contract is in effect, and subject to any legislative requirements pertaining to registered Contracts and Locked-In Plans, you can ask to receive payments as outlined below provided the Market Value of the Contract, on the Valuation Date immediately prior to receiving a payment, exceeds a minimum amount. We reserve the right to change these minimum amounts. There may be a tax consequence to withdrawals.

RRIF minimum amount

In the first calendar year, the RRIF minimum amount is zero. For each subsequent calendar year, the RIF minimum amount is based on the January 1st Market Value of the Contract using the formula indicated under the Income Tax Act (Canada). Note: if you select this option, the payments will begin in the calendar year following the year of purchase.

As a result of legislative requirements pertaining to registered Plans and Locked-in Plans, there are restrictions and/or limits on the amount of income that may be received as withdrawals, if any. If this Contract is issued as a registered Plan, the applicable RSP (See Section 10 Additional Retirement Savings Plan Provisions) or RIF (see Section 11 Additional Retirement Income Fund Provisions), will specify these restrictions and limitations. In addition, if this Contract is issued as a Locked-in Plan, the Locked-in Endorsement for the applicable pension jurisdiction will specify the additional restrictions and limitations.

TAX WITHHOLDING OPTIONS

There are tax implications that will vary depending on the payment amount you request. Under the Income Tax Act (Canada), we are required to withhold tax from payments which exceed the RIF minimum amount. We will withhold tax according to the basis you selected on application, unless you have filed a request with us to change it. The following scheduled withdrawal payment withholding tax options are available:

Levelized minimum – if you elect to receive scheduled withdrawal payments that will exceed the RIF minimum amount in a calendar year, we will withhold tax at the government prescribed rate and apply it evenly to all scheduled withdrawal payments for that year.

Client specified – We will withhold tax at a rate specified by you and apply it evenly to all scheduled withdrawal payments. The withholding tax is subject to the minimum withholding tax determined by the government prescribed rate.

For unscheduled withdrawals, withholding tax will be at the client specified rate unless we are required to withhold a higher amount.

5.3 SCHEDULED PAYMENT OPTIONS FOR NON-REGISTERED CONTRACTS

Scheduled withdrawal payments may be taken from a non-registered Contract. They are not available from an RRSP, LIRA or Locked-in RSP Contract. Scheduled withdrawal payments are commonly referred to as Systematic Withdrawal Plans (SWPs).

You may choose to request the scheduled withdrawal monthly, quarterly, semi-annually or annually. You have the flexibility to choose the amount you will receive and when you receive it, subject to our then current administrative rules.

We will deposit the scheduled withdrawal payments directly into your bank account.

5.4 BACK-END SALES CHARGE

A redemption fee will apply to Units purchased with the Back-end option if Units are redeemed prior to the end of the specified period after the date of the Deposit of the Funds used to purchase the Units being redeemed. The sales charge will be calculated as a percentage of the Deposit Value of the Units being redeemed.

The redemption fee applicable to a withdrawal from a Back-end option fund will always be based on the redemption fee scale of the Fund category in which you originally allocated a Deposit. For example, if you originally request a Deposit be allocated to purchase Units of a Back-end option equity Fund, and then you subsequently request we Fund switch to a money market Fund, any redemption fees applicable to a withdrawal will be based on the equity Fund redemption fee scale.

For purposes of redemption fees, years will always be measured from the actual date of a Deposit allocated to a Back-end option Fund. This means that redemption fees will apply to the earliest Deposits first, which are allocated to the Back-end option Funds.

5.5 CHARGE-FREE AMOUNT

The amount on which any applicable Back-end is based may be reduced by up to the following amount, calculated separately for each Fund, in a given calendar year:

- 10% of the Units allocated to each Back-end Fund as of December 31st of the prior calendar year, increased by an amount of,
- 10% of the Units purchased (less Units withdrawn) in the current year, for Back-end Units.

If you are the Policyowner of a RRIF, LIF, LRIF, PRIF, or other similar retirement income Contract (including non-registered Contracts with us that are registered externally), the charge-free withdrawal amount is calculated using 20%.

An applicable Back-end may be reduced in accordance with the above in any year. The charge-free amount may not be carried forward to future years. We retain the right to change the charge-free amount, the conditions under which this provision is applied, and the calculation of the charge-free amount. We will notify you in advance of such a change. There may be a tax consequence to withdrawals.

5.6 EARLY WITHDRAWAL FEE

An early withdrawal fee of 2% of the Deposit Value may apply if you request a withdrawal within 90 days of the Contract Date. This fee will not apply to scheduled withdrawal payments made under a RRIF, LIF, LRIF, PRIF, or other retirement income Contract that may be available, or to scheduled withdrawal payments taken from non-registered Contracts. This fee will be in addition to any ack-end Sales Charges that may apply.

5.7 MINIMUM VALUE OF THE CONTRACT

If the Market Value of the Contract is less than the stated minimum balance according to our then current administrative rules, we reserve the right to redeem all the Units to the Contract's credit. Refer to Section 7.1 Market Value of the Contract. In this case the Market Value of the Contract, less any redemption fees, will be paid to you. Payment of this amount will discharge our obligations under this Contract. This right will not be affected by the fact that we may have waived this right at any time previously. Note that all guarantees under this Contract are proportionally reduced by any withdrawal.

6. Terms of the guarantee

The Contract provides guarantees on the Maturity Date or upon our receipt of notification of death of the last surviving Annuitant. For the purpose of this document, "guarantee" shall mean the amount that we guarantee to return to you on the Maturity Date or death of the last surviving Annuitant.

6.1 MATURITY DATE

This is the date chosen by you on the application and is the last date on which you may be the Policyowner of the Contract. The Maturity Date must be at least 15 years from the Contract Date. You may not change the Maturity Date until the final year of the Contract. At that time you may have the option to extend your Contract for a minimum of 15 years, based on our administrative rules at the time, the availability of the Contract type and providing you are not beyond the latest age to purchase a new Contract. You will not be allowed to extend the Maturity Date beyond the latest age to own the Contract. For registered Contracts, you may choose a Maturity Date past the date that is the latest maturity date for Registered Retirement Savings Plans as specified under the Income Tax Act (Canada). However, unless we have been notified otherwise of another Contract maturity settlement option, the Contract will continue and will be amended to become a RRIF/LIF/LRIF/PRIF, or other retirement income Contracts, where applicable, on this date.

For RRIF, LIF, LRIF, PRIF, or other retirement income Contracts, please refer to the Information Folder for information on the Maturity Date.

6.2 CLOSING DECADE

This is the 10-year period before the Maturity Date.

6.3 MATURITY GUARANTEE

If this Contract is issued as a registered Contract, the RRSP (see Section 10 Additional Registered Retirement Savings Plan Provisions) or RRIF (see Section 11 Additional Registered Retirement Income Fund Provisions), as the case may be, will specify the restrictions and limitations on the use of the Maturity Guarantee. In addition, if this Contract is issued as a Locked-in Plan, the Locked-in Endorsement for the applicable pension jurisdiction, as the case may be, will specify the additional restrictions and limitations.

If this Contract is in force on the Maturity Date, the amount defined below will be available for you:

- to purchase a life annuity on the life of the Annuitant(s), guaranteed for 10 years, with income commencing immediately,
- to request a withdrawal in a lump sum subject to any legislative requirements pertaining to registered Plans and Locked-in Plans, or
- to select any other annuity or product then offered by us.

If you do not choose a settlement option before the Maturity Date, the provisions in Section 9.3 Annuity Purchase, will apply.

Funds are categorized as either **Class A** or **Class B**. Please refer to the Fund Highlights booklet for each Fund's Class.

The amount available on the Maturity Date to provide benefits is equal to the sum of sections (I) and (II) below:

I) As it pertains to investments in **Class A** Funds, the greater of:

a) the Market Value of Units held in **Class A** Funds on the Maturity Date less any applicable Back-ends,

or

b) the most recently established Maturity Guarantee, proportionally reduced by withdrawals.

II) As it pertains to investments in **Class B** Funds, the greater of:

a) the Market Value of Units held in **Class B** Funds less any applicable Back-end sales charges,

or

b) 75% of all Deposits to **Class B** Funds, proportionally reduced by withdrawals.

The amount available on the Maturity Date will never be less than 75% of the sum of Deposits made to the Contract, proportionally reduced by withdrawals.

6.3.1 AUTOMATIC DAILY RESET

The Automatic Daily Reset applies to Class A Funds; Class B Funds are not affected by the Automatic Daily Reset.

On each Valuation Date, if there are at least 10 years remaining until the Maturity Date, the Maturity Guarantee is established as the greater of:

a) the Market Value of all Units held in **Class A** Funds,

or

b) the most recently established Maturity Guarantee plus 100% of Deposits made to **Class A** Funds since the last Maturity Guarantee was established, proportionally reduced by withdrawals from **Class A** Funds since the last Maturity Guarantee was established.

CLOSING DECADE

If there are less than 10 years remaining until the Maturity Date, the Maturity Guarantee will be set at the most recently established Maturity Guarantee plus 75% of the Deposits allocated to **Class A** Funds since the Maturity Guarantee was last established, proportionally reduced by withdrawals.

6.4 DEATH BENEFIT DATE

If the Annuitant's death occurs and there is no successor Annuitant named under the Contract, and if we receive written notice of death at our Head Office while this Contract is in force, the death benefit will be payable under this Contract. No Back-end sales charges apply to a death benefit.

The death benefit date is the Valuation Date we receive sufficient notification of death of the Annuitant at our Head Office. Please refer to Section 8.2 Valuation Date. Notification requirements are detailed in our administrative procedures.

6.5 THE DEATH BENEFIT GUARANTEE

The Death Benefit Guarantee is determined at the time of Deposit to be 100% of the Deposit Value up until the Annuitant reaches age 80. For Deposits made on or after the Annuitant reaches age 80, the Death Benefit Guarantee will be 80% of the Deposit Value. The Death Benefit Guarantee is proportionately reduced for withdrawals.

6.6 THE DEATH BENEFIT

Upon our receipt of all required documentation of the last surviving Annuitant’s death and of the claimant’s right to the proceeds, the death benefit will be payable to the beneficiaries. No Back-end sales charges apply to a death benefit payment. In some situations, upon your death or the death of the Annuitant, the Contract may continue. If the Contract continues, no death benefit is payable and no guarantee top-up would apply. Please see Section 6.7 Contract continuation at death, for more information.

On the death benefit date, the death benefit is determined as the sum of:

A) for **Class A** Funds , the greater of,

1) the Death Benefit Guarantee, and

2) the current Market Value of the Units representing the Deposit Value, proportionally reduced by withdrawals;

Plus

B) for **Class B** Funds , the greater of,

1) the Death Benefit Guarantee, and

2) the current Market Value of the Units representing the Deposit Value, proportionally reduced by withdrawals.

If necessary, we will increase the value of the Contract to equal the Death Benefit Guarantee by depositing the difference to a money market Fund. As at the death benefit date, we will redeem all of the Units in the Funds the Deposits were allocated to, other than a money market Fund if you had requested Deposit(s) be allocated to that Fund. The value of the Units we redeem will be transferred to a money market Fund.

The Death Benefit Guarantee will be adjusted for any payments made after the death benefit date. Any returned scheduled payments made after the death of the Annuitant will be used to purchase Units of a money market Fund.

The Contract is frozen as at the death benefit date and no additional transactions are permitted, unless the transaction was initiated before the death benefit date. Any unallocated Deposits or returned payments will be used to purchase Units of a money market Fund.

Subject to legislation or other restrictions that may be imposed on the Contract, the death benefit may be taken in cash or may be applied under one of the optional methods of settlement, which we are then offering for that purpose. Payment of the Death Benefit Guarantee will discharge our obligations under this Contract.

6.7 CONTRACT CONTINUATION AT DEATH

If the Contract continues, no death benefit is payable and therefore no guarantee top-up would apply.

i) Successor Owner. You may appoint a successor owner or owners under the Contract for non-registered Contracts only. Then, in the event of your death, ownership of the rights under the Contract are transferred to the successor owner. However, if you are also the Annuitant of the Contract, the Contract will end and the death benefit will be paid to the person entitled unless you named a Successor Annuitant.

ii) Successor Annuitant. You may appoint a successor Annuitant under the Contract. Then, in the event of the primary Annuitant's death, the successor Annuitant will automatically become the primary Annuitant of the Contract. The appointment of a successor Annuitant must be made prior to the death of the primary Annuitant.

If you have named your spouse as the successor Annuitant for a RRIF, LIF, LRIF, PRIF, or similar retirement income Contract and have named other irrevocable beneficiaries, your spouse's ownership rights will be restricted. He/she will need all irrevocable beneficiaries' written consent in order to make contractual changes, such as changing their scheduled payments or the beneficiary designation. There will be no change to the Maturity Date or to the allocation of the Fund(s) as a result of death of the Annuitant with a successor owner. Your spouse may elect to take the death benefit amount in cash, or transfer the death benefit amount in accordance with applicable legislation.

6.8 GUARANTEE AND FUND SWITCHES

The Market Value of any Units you request we purchase or withdraw to move money between **Class A** Funds and **Class B** Funds (or vice versa) will be treated as a withdrawal from one Fund and a Deposit to the new Fund, and we will adjust the Maturity Guarantee accordingly. The Market Value of any Units you request we purchase or withdraw to effect a switch between Funds within the same Class does not affect the Maturity Guarantee. Fees for such switches may apply, as provided for in this Contract. Moving money from **Class A** to **Class B** Funds should be considered carefully since it may reduce the guarantees.

If you request that we move money between classes, the Death Benefit Guarantee will be proportionally reduced from the Units in the class of Fund being redeemed and will be proportionally increased for the Units of the class of Fund being purchased.

6.9 GUARANTEE AND WITHDRAWALS

Withdrawals from the Contract will reduce the amount of the guarantees described in this section of the Contract proportionally for the applicable class of Units. The reduction will be calculated as follows:

Reduction = **c x a/b**

where:

a = Market Value of the Units withdrawn applicable to that class of Units;

b = total Market Value of the Units applicable to that class of Units prior to withdrawal;

c = amount of the guarantee applicable to that class of Units.

The applicable Valuation Date for purposes of the death benefit is the death benefit date. Refer to Section 6.6 The Death Benefit and Section 8.2 Valuation Date.

7. Values for this Contract

7.1 MARKET VALUE OF THE CONTRACT

The Market Value of the Contract on any date will be the total of:

1) the value of the Units of all the Funds allocated to the Contract at the close of business on the previous Valuation Date,

Plus

2) any Deposit that we have received, less any deductions, for which no Units have yet been allocated.

The value of a Unit allocated to any Fund on any date will be equal to the value of a Unit in that Fund on the applicable Valuation Date. Refer to Section 8.2 Valuation Date.

The Market Value is not guaranteed but fluctuates with the investment performance of the assets of the Fund(s).

7.2 UNITS ALLOCATED TO A FUND

Each time Units are allocated to a Fund under this Contract, the number of Units to this Contract's credit in that Fund will be increased by the number of Units then purchased in that Fund under this Contract.

Each time Units in a Fund are redeemed under this Contract, the number of Units to this Contract's credit in that Fund will be reduced by the number of Units then redeemed in that Fund under this Contract.

At any time, the value of the Units to the Contract's credit in any Fund will be equal to:

1) the number of Units then to the Contract's credit in that Fund, multiplied by
2) the value of a Unit in that Fund on the applicable Valuation Date.

7.3 VALUATION DATE OF REQUESTS

Valuation Dates are considered to end at the Valuation Date cut-off time, as determined by Manulife Financial. Any instructions or transactions received by Manulife Head Office after the Valuation Date cut-off time will be considered to be received as of the next Valuation Date.

Manulife Financial reserves the right to change the Valuation Date cut-off time (earlier or later) to accept instructions or transactions. For example, we may require an earlier Valuation Date cut-off time for instructions or transactions received through different distribution or communication channels. We may require an earlier Valuation Date cut-off time in situations where the Toronto Stock Exchange or Manulife Financial has closed earlier. Please contact your representative for the Valuation Date cut-off time that may apply to your specific transaction. There may be situations during which the valuation of one or more Fund(s) may be postponed due to national emergencies, security exchange restrictions or where it is not reasonably practical to provide values for the Fund(s). For more information, please refer to the Information Folder.

8. Operation of the Segregated Funds

8.1 FUND

In this Contract, "Fund" refers to one of the segregated investment Funds offered from time to time under this Contract and "Manager" refers to the person(s) who determines the Market Value of the Units owned of any underlying Fund.

8.2 VALUATION DATE

A Valuation Date occurs every day that:

1) the Toronto Stock Exchange is open for trading, and
2) a value is available for the underlying assets.

On these days we value each of the Funds, to determine the Market Value of the assets and therefore, the value of a Unit in each Fund.

We will value the Funds on every Valuation Date. However, we may postpone valuation of the Funds:

1) for any period during which one or more of the nationally recognized stock exchanges are closed for other than a customary weekend or holiday closing,
2) for a period during which trading on securities exchanges is restricted, or
3) when there is an emergency during which it is not reasonably practical for us to dispose of investments owned by the Funds or to acquire investments on behalf of the Funds or to determine the total value of the Funds.

The Funds will be valued at least monthly irrespective of any postponement.

8.3 NET ASSET VALUE OF A UNIT

The value of a Unit in any Fund on any Valuation Date is calculated by determining the Market Value of all of its assets and subtracting all of its liabilities. The resulting amount is called the net asset value of the Fund. This amount is divided by the number of Units outstanding in order to calculate the net asset value of a Unit.

All guarantees provided under this Contract are calculated taking into account the value of a Unit on the applicable Valuation Date for purposes of that benefit. Refer to Section 6 Terms of the guarantee.

The net asset value of a Unit in any Fund is not guaranteed but fluctuates with the investment performance of the assets of the Fund(s).

8.4 MARKET VALUE OF FUND ASSETS

The Manager of any Underlying Fund in which any of our Funds holds an interest will provide us with the net asset value per Unit ("Unit Value") of the applicable Fund on every day that the Underlying Fund is valued. This Unit Value, multiplied by the number of Units of the Underlying Fund held by the applicable Fund will be the Market Value of the applicable Fund. If there is no Unit Value provided to us on a Valuation Date, we will exercise our option to postpone the valuation of our Fund.

8.5 MANAGEMENT FEES

Each Fund offered within the Contract will pay Manulife Financial management fees for the management of a Fund. The management fees of a Fund are calculated and accrued on a daily basis and reimbursed monthly to Manulife Financial. You do not directly pay for the management fees. The management fees are subject to change at our discretion. The annual management fees shall not exceed two times the current management fees. The management fees of a Fund include all management fees charged by Manulife and the Underlying Fund.

We have the right to change the management fees applicable to a Fund or a Fund type by giving you at least 60 days advance written notice. In certain circumstances you may have the ability to request we withdraw any money allocated to the affected Funds from the Contract without any charges. Please refer to the Information Folder for details.

Under current legislation, the Goods and Services Tax is applicable to management fees.

Management Expense Ratio (MER)

The MER will vary for each of the Funds. Our fee for managing each Fund is calculated and deducted on each Valuation Date. The fee is equal to an annual percentage, multiplied by the Fund's Market Value, and is adjusted by a daily factor. The daily factor will reflect the time since the previous Valuation Date and will adjust the annual percentage to a daily percentage. If a Fund invests in an Underlying Fund(s), the management fees and other expenses will not be duplicated (see Fund Highlights booklet and Audited Financial Statements).

The MER for a Fund is calculated by dividing the total of the management fees and the operating expenses that are paid by the Fund, and where applicable, any Underlying Fund, over a financial year by the average net asset value of the Fund over that same financial year. The MERs for the Funds for the current year are estimated based on actual expenses from the previous year. These are subject to change and will be confirmed in the annual Audited Financial Report (see the Fund Highlights booklet, which accompanies this Information Folder and Contract).

8.6 RECOVERY OF EXPENSES AND TRADING LOSSES

The fees described in this Contract and the Information Folder are intended to cover the normal day-to-day activities and reporting associated with the Contract. However, we reserve the right to recover from you, by deducting Units allocated to the Fund(s), any expenses or trading losses incurred by us due to errors on your part including, but not limited to, NSF cheques, or incorrect or incomplete instructions.

9. Termination provisions

9.1 CANCELLATION OF THIS CONTRACT

You may effect the cancellation of this Contract at any time by requesting in writing that we withdraw all of the Units to the Contract's credit in all of our Funds. Cancellation of this Contract is subject to our then current administrative rules and fees.

If this Contract is cancelled within 90 days after the first Deposit, it may be subject to a withdrawal fee of 2% of the Deposits in addition to any Back-end sales charges that may apply.

The effective date of your request for cancellation and the applicable Valuation Date are described in Section

7.3 Valuation Date of requests. The value of a Unit in any Fund on the date the Units are withdrawn will be equal to the value of a Unit in that Fund on the applicable Valuation Date.

When you request cancellation of this Contract, you must elect one of the following options:

a) you may choose to apply the Market Value of the Contract less any redemption fees, towards the purchase of an annuity in accordance with applicable legislation, or

b) you may elect to receive the Market Value of the Contract, less any redemption fees, in cash (subject to applicable legislation), or

c) another method of settlement that we are then offering.

Manulife Financial reserves the right to close any or all of the Funds available to receive Deposits in the Contract upon advance written notice. In the event that we require all the Funds within the current Contract to be closed completely, we will provide you with the withdrawal options at least 60 days in advance of the Contract closing date. If you do not elect one of the options that are available to you by the Contract closing date, Manulife Financial reserves the right to transfer the Market Value of the Contract to a new or existing Segregated Fund product on the Contract closing date.

Upon cancellation of this Contract all of the Units will be redeemed. The number of Units to the Contract's credit will be reduced to zero. This Contract will terminate immediately. Payments made under this section will discharge our obligations under this Contract.

9.2 RRSP TO RRIF/LIF/LRIF/PRIF/OTHER SIMILAR RETIREMENT INCOME PRODUCT PROVISION

If the Contract is registered, you have the right to request that it be amended to become a RRIF/LIF/LRIF/PRIF, or other similar retirement income product as set out in this section, provided that the Market Value is then equal to at least $25,000. Refer to Section 7.1 Market Value of the Contract.

For purposes of this section, "RRIF" refers to a Registered Retirement Income Fund (or LIF, LRIF, PRIF, or other similar retirement income contract, where applicable).

The value of a Unit in any Fund on the Valuation Date of the request will be equal to the value of a Unit in that Fund on the applicable Valuation Date. The value of the Units in each Fund under the RRIF Contract immediately after the effective date of the amendment request will be equal to the value of the Units in the same Fund under this Contract immediately prior to the effective date of the amendment request.

On the Valuation Date of the amendment request:

a) the RRSP provisions of the Contract will terminate, and the RRIF provisions will be effective,

b) the Maturity Date under the RRSP provisions will become the Maturity Date under the RRIF provisions,

c) the Maturity Guarantee and the Death Benefit Guarantee under the RRSP provisions of the Contract will become the guarantees under the RRIF provisions.

To exercise this privilege you must send us a written request and any administrative forms we require at our Head Office.

The RRIF amendment process will be subject to our then current administrative rules. The Valuation Date of the transfer request will normally be the date we receive your written request at our Head Office. Refer to Section 7.3 Valuation Date of requests.

However, if you specify a date that is later than the date on which we receive your request, the Valuation Date will be the date you specify in your request. If the date you specify is not a Valuation Date, the applicable Valuation Date will be the one immediately after the date you specify.

Refer to Sections 7.3 Valuation Date of requests and 8.2 Valuation Date.

You will not be permitted to exercise this RRIF amendment privilege at any time that it is not allowed under the terms of the Income Tax Act (Canada) and any applicable provincial legislation.

If your death occurs on or before the Valuation Date of the amendment request, and we receive written notice of death at our Head Office after that date, the death benefit date will be deemed to be the Valuation Date of the amendment request, rather than the date we receive written notice of your death at our Head Office. Refer to Section 6.6 The Death Benefit.

9.3 DEFAULT ANNUITY

The Contract will provide a life annuity with payments guaranteed for 10 years with you as owner in accordance with our administrative rules and applicable legislation if you do not elect one of the optional methods of settlement prior to reaching the Maturity Date for the non-registered or registered Contract, or you have notified us in writing that Section 9.4 Automatic RRIF, LIF, LRIF, PRIF or other similar retirement income product provision should not be applied to an RRSP Contract.

Except for the obligations related to the annuity payments, the establishment of an annuity will discharge our obligations under this Contract.

TERMS OF THE ANNUITY

The Default Annuity will be subject to the following provisions and will be subject to subsection 4 of *Section 11, Additional Registered Retirement Savings Plan provisions*, for registered Contracts.

- The annuity will be a single life annuity on the Annuitant's life.
- The annuity will provide annual income payments. The payments will be guaranteed for your life or for 10 years, except in the case of registered Contracts. Refer to Section 11 for details.
- The income payments will be equal, except in the case of registered contracts. Refer to Section 11 for further details.
- The date of the first income payment will be such that a full year's worth of income payments are scheduled to be made in the calendar year following the year in which the Default Annuity provision applies.
- If you die after income payments commence and there is no named successor annuitant, the commuted value of any remaining income payments will be paid in one sum. This payment will be made to your named beneficiary, if there is one, otherwise to your estate.

9.3.1 THE FOLLOWING IS AN ANNUITY TABLE THAT SPECIFIES WHAT THE MINIMUM ANNUITY PAYMENT WILL BE PER $10,000.00 OF CONTRACT VALUE AT THE TIME OF ANNUITIZATION. (FOR CONTRACTS ISSUED IN QUEBEC ONLY)

Age (last attained)	Annual Rate per Contract Value
50	$153.85
55	$166.67
60	$181.82
65	$200.00
70	$222.22
75	$250.00
80	$285.71
85	$333.33
90	$400.00
95	$500.00
100	$666.67

9.4 AUTOMATIC RRSP TO RRIF/LIF/LRIF/PRIF/OTHER SIMILAR RETIREMENT INCOME PRODUCT PROVISION

If the registered Contract is in force on the legislated RRSP maturity date, we will automatically amend your Contract to be a RRIF, LIF, LRIF, PRIF, or other similar retirement income Contract, subject to applicable legislation.

For purposes of this section, "RRIF" refers to a Registered Retirement Income Fund (or LIF, LRIF, PRIF, or other similar retirement income Contract, where applicable). "RRIF Minimum Amount" refers to the minimum amount as defined in paragraph 146.3(1) of the Income Tax Act (Canada).

The automatic amendment date is the last date you are allowed to hold an RRSP under the Income Tax Act (Canada). Section 9.2 RRSP to RRIF/LIF/LRIF/PRIF/Other similar retirement income provisions will apply on the automatic amendment date. The applicable Valuation Date will be the Valuation Date coinciding with the automatic amendment date. Refer to Section 8.2 Valuation Date. The value of a Unit in any Fund on the automatic amendment date will be equal to the value of a Unit in that Fund on the applicable Valuation Date.

The value of a Unit in any Fund is not guaranteed but fluctuates with the investment performance of the assets of the Fund(s).

You may elect any options available under the RRIF Contract by filing any administrative forms we require at our Head Office.

In the absence of any election to the contrary, the following provisions will apply automatically:

a) On January 1 of each year following the automatic amendment date, we will calculate the RRIF Minimum Amount applicable to that year.

b) On December 31st of each calendar year, we will pay you an annuity income amount equal to the RRIF Minimum Amount applicable to that year.

c) We will surrender Units credited to the Contract in one or more of our Funds in accordance with the provisions of the RRIF Contract, in order to pay each annuity income amount in b). We will determine the Fund(s), in accordance with our then current administrative rules.

d) The beneficiary designation in effect under this Contract on the automatic amendment date will continue to be in effect.

e) If your spouse has been named successor Annuitant under the RRIF Contract, entitled to receive payments at the time of your death, then your successor Annuitant will become the Policyowner of the rights under the Contract following your death.

Section 10. Additional Retirement Savings Plan provisions

The following provisions apply to the Contract if you requested the Contract be registered as Registered Retirement Savings Plan (RRSP) under the Income Tax Act (Canada):

1. In these provisions “you”, “your”and "owner" refer to the person who has Policyowner’s or policyholder’s rights under the Contract, the Annuitant as defined under the Income Tax Act (Canada) (“The Act”). As used in these provisions, “spouse” or “common-law partner” does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of The Act respecting Registered Retirement Savings Plan.
   a) The Contract will be registered as a Retirement Savings Plan (RSP) under The Act and any applicable provincial income tax legislation.
   b) No advantage that is conditional in any way onthe existence of the Contract may be extended to you or to a person with whom you are not dealing at arm’s length, other than as provided under subparagraphs 146(2)(c.4)(i) to (iv) of The Act.
   c) All Deposits will be invested in “qualified investments” as defined in subsection 146(10) of The Act. No Deposits will be accepted under the Contract after income payments commence. The Contract cannot be assigned either absolutely or as collateral security.
   d) No payments will be made prior to the Contract maturity except a refund of premiums in a lump sum or an annuity payment to you.
   e) If you request a withdrawal under the Contract you may elect to take the Market Value of the Contract, after any Surrender Charges specified in the Contract, under one of the following options:
      i. Transfer it to another Registered Retirement Savings Plan,
      ii. Transfer it to a Registered Retirement Income Fund,
      iii. Use it to purchase an annuity as described in Section 4 below, or
      iv. Take it in cash, less any tax we are required to withhold.or
      v. Transfer it to a registered pension plan, where permitted.
2. If you die before income payments commence, the proceeds will be paid in one sum, unless a “refund of premiums” as defined in subsection 146(1) of The Act has been requested.
3. Upon request, we will pay an amount to the taxpayer before the date of the first income payment for the purpose of reducing the amount of income tax otherwise payable by the taxpayer under Part X.1 of The Act.
4. Under the terms of The Act, any annuity purchased under Section 1(e)(iii) herein must satisfy the following requirements:
   a) The annuity elected must be a single life annuity on your life, a joint and survivor life annuity on the lives of you and your spouse or common-law partner, or a term certain annuity on your life.
      i. If a single life annuity or a joint life annuity is elected, the period of the guarantee must not exceed a period of years equal to 90 minus

your age in whole years, or your spouse's or common-law partner's age in whole years, if younger.

ii. If a term certain annuity is elected, the term of the annuity must be equal to one of the periods of years specified in the preceding paragraph.

b) The annuity must provide annual or more frequent income payments.

c) The income payments must be equal, except that the amount of each income payment may be increased or reduced in accordance with paragraph 146(3)(b) of The Act. Income payments are not permitted to be increased as a consequence of your death.

d) The date of the first annuity income payment must be such that a full year's worth of annuity income payments are scheduled to be made in the calendar year following the year in which the Retirement Savings Plan matures in accordance with The Act.

e) If you die after annuity income payments commence, and the beneficiary is not your spouse or common-law partner, the commuted value of any remaining annuity income payments will be paid in one sum. This payment will be made to your named beneficiary, if there is one, otherwise to your estate.

f) The annuity income payments may not be assigned in whole or in part.

g) During your lifetime, all annuity income payments must be made to you.

5. The provisions of the Retirement Savings Plan will take precedence over any other provisions contained elsewhere in this Contract, in case of conflict or inconsistency. Future amendments to The Act or subsequent legislation may override these provisions.

6. We reserve the right to resign as the issuer of the registered plan and to appoint a successor issuer.

Section 11. Additional Retirement Income Fund provisions

The following provisions apply to the Contract if you have been issued a RRIF, LIF, LRIF, PRIF, or other similar retirement income Contract.

1. In these provisions "you", "your" and "owner" refer to the person who has Policyowner's or policyholder's rights under the Contract, the Annuitant as defined under the Income Tax Act (Canada) ("The Act"). As used in these provisions "spouse" or "common-law partner" does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of The Act respecting Retirement Income Funds.
2. The Contract will be registered as a Registered Retirement Income Fund (RRIF) under The Act and any applicable provincial income tax legislation.
3. We will not accept money under this Contract other than money transferred from:
   a) a Registered Retirement Savings Plan (RRSP) under which you are the owner,
   b) a Registered Pension Plan (RPP) under which you are a member or former member,
   c) another Registered Retirement Income Fund (RRIF) under which you are the owner,
   d) the owner, to the extent that the amount qualifies as an amount described in sub-paragraph 60(l)(v) of The Act,
   e) an RPP of your spouse, common-law partner or former spouse in accordance with subsection 147.3(5) or (7) of The Act,
   f) an RRSP or RRIF of your spouse, common-law partner or former spouse as a result of marriage breakdown or upon death,
   g) a provincial pension plan under which subsection 146(21) of The Act applies.

4. Unless prevented by applicable legislation, you may request a transfer of all or a part of the value of the Contract to:

   a) another RRIF of which you are the owner,

   b) an RRSP of which you are the owner, provided that the transfer is prior to the latest RRSP Maturity Date as specified under The Act,

   c) a RRIF or RRSP of the owner's spouse, common-law partner or former spouse as a result of marriage breakdown or upon death, in accordance with subsection 146.3(1) of The Act.

   d) purchase an immediate life annuity in accordance with clause 60(l)(ii)(A) of The Act.

   The transfer amount shall be reduced by the amount by which the RIF minimum amount for the year exceeds the total of scheduled and unscheduled withdrawal payments that have been made under the Contract during the year, including any tax withheld and any Surrender Charges. We are required by law to pay you this excess amount at the time of transfer in order to meet the RIF minimum amount for the year, less any tax or Surrender Charges applicable.

5. The RRIF Contract is also subject to the following:

   a) We shall make no annuity payments under this Contract other than:

      i. the annuity payments and withdrawals permitted within this Contract,

      ii. the death benefit described in the death benefit section,

      iii. transfers to other plans described in paragraph 4 herein.

   b) No payments under the Contract may be assigned either in whole or in part. This Contract can not be assigned either absolutely or as collateral security.

   c) Any transfer made under this Contract shall be in the form and manner prescribed by The Act, and required information necessary to administer the transferred amount will be provided to the transferee company.

   d) The Contract provides that:

      i. a minimum amount will be paid each calendar year, as referred to in subsection 146.3(1) of The Act.

      ii. the carrier has no right to offset as regards the property held in connection with the Contract in respect of any debt or obligation owing to the carrier,

      iii. the property held cannot be pledged, assigned, or in any way alienated as security for a loan or for any purpose other than that of the carrier making to the Annuitant those payments permitted under this Contract.

   e) No benefit or loan, other than:

      i. a benefit, the amount of which is required to be included in computing the Annuitant's income,

      ii. any amount referred to in paragraph 146.3(5)(a) or in paragraph 146.3(5)(b) of The Act,

      iii. the benefit derived from the provision of administration or investment services in respect of this Contract that is conditional in any way on the existence of this Contract may be extended to you or to a person with whom you were not dealing at arm's length.

6. We reserve the right to resign as the issuer of the registered plan and appoint a successor issuer.

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