

ADVICE TO PAY SERVICE AGREEMENT AND REQUEST FORM

Company name ("Customer")
Address

Background:

- The Customer has a self-funded program of short-term disability benefits for its employees (the "**Plan**"). The Plan benefits are not insured and the Customer recognizes that it has sole financial and legal responsibility for the risks and liabilities covered by the Plan.
- The Customer is authorized under the Plan to engage a service provider to assist with the administration of the Plan. The Customer wishes The Empire Life Insurance Company ("**Empire Life**") to provide limited advisory services in accordance with the terms and conditions of this Advice to Pay Service Agreement and Request Form ("**Agreement**").

TERMS AND CONDITIONS

1. Definitions

In this Agreement:

"**Claim**" means the short-term disability claim made to the Customer under the Plan, as described in the "Request Form" portion of this Agreement, and referred to Empire Life for advisory services.

"**Claimant**" means the Customer's employee who is eligible under the Plan, as determined by the Customer.

"**Party**" means the Customer or Empire Life, as the case may be, and "Parties" means both of them.

"**Totally Disabled**" means such a continuous state of incapacity resulting from injury or sickness which wholly prevents the Claimant from engaging in the essential duties of their own occupation at their own or any workplace.

2. Advice to Pay Service

- a. The advisory services provided by Empire Life under this Agreement (the "**Service**") includes:
- i. conducting a review of the Claim based upon Empire Life's standard claims handling practices, including: collecting and reviewing medical and non-medical Claim information, and interviewing the Claimant, Claimant's physician(s) and Claimant's supervisor (where appropriate as determined by Empire Life);
 - ii. assessing whether, in Empire Life's judgment, the Claimant is Totally Disabled and identifying the anticipated duration of the Claimant's absence from work (the "**Recommendation**"); and
 - iii. providing the Customer a standard report that discusses the Recommendation.

For greater clarity, the Service does not include any return-to-work assistance (other than providing limited return-to-work information, if available) or Plan benefit calculation or payment. In no event is Empire Life responsible for the payment of any benefits to the Claimant or communicating the Recommendation directly to the Claimant.

- b. The Service is provided on an "as is" basis and Empire Life disclaims any implied warranties. The Customer agrees that it can accept or reject the Recommendation. The Customer agrees that it will use its own judgment when making the Claim adjudication decision and if it relies on the Recommendation, it does so at its own risk. The Customer will ensure that Claimant understands at all relevant times that: Empire Life is not the adjudicator of the Claim, Empire Life has no discretion to make the Claim determination, and the Plan is not insured by Empire Life.
- c. Empire Life will perform the Service within ten (10) business days of receipt of:
- i. a complete and signed Agreement which it has approved,
 - ii. any required fees,
 - iii. a complete and signed Employee Authorization Form from the Claimant, and
 - iv. all required medical and non-medical Claim related information and documentation.
- d. The Customer agrees that Empire Life can rely on the information provided by the Customer and/or collected from the Claimant or others as part of the Service.

3. Service Fee and Expenses

- a. The fee for the Service is CAD \$425.00 (plus applicable taxes) per Recommendation and is payable before the Service starts.
- b. The Customer is also responsible for all expenses incurred by Empire Life to provide the Service, such as fees for obtaining Claimant medical records. The Customer agrees to promptly pay in advance and/or reimburse such expenses to Empire Life upon request.

TERMS AND CONDITIONS cont'd

4. Service Exclusions

No Service can be requested by the Customer in the following circumstances (the "Exclusions"):

- a. where a claim relates to an occupational injury or sickness for which the Claimant may be entitled to benefits under workplace safety, workers' compensation, occupational health and safety legislation or any other act or law of like intent;
- b. where a claim is for benefits under any legislation, government funded plan or plan other than the Customer's Plan;
- c. where a claim is for benefits under an automobile insurance policy;
- d. other claim circumstances as indicated in writing by Empire Life.

The Customer hereby confirms that the Exclusions do not apply to the Claim.

5. Privacy and Confidentiality

- a. The Customer will ensure that it obtains all appropriate consents for the collection, retention, use and disclosure of personal information in relation to this Agreement.
- b. Empire Life will maintain a file on the Claimant referred by the Customer and shall safeguard such file in accordance with its privacy policy and applicable law. The personal information of the Claimant will solely be used for the purpose of performing the Service and/or in relation to Empire Life's obligations under this Agreement. The Customer understands that it will not have access to such file other than the Recommendation.
- c. The Parties may disclose to each other information that is confidential. The Customer acknowledges that Empire Life's confidential information includes the Recommendation. Each Party agrees to hold the other Party's confidential information in strict confidence and not to disclose such confidential information unless required by law.

6. General Provisions

- a. The Parties will at all times comply with all applicable legislation.
- b. The Customer releases and forever discharges Empire Life, its shareholders, directors, officers, employees and agents from any and all actions, causes of action, complaints, claims, demands, debts and liabilities of any kind the Customer has, had or may have in respect of the Service or this Agreement. In no event will Empire Life be responsible for the payment of any benefits owed under the Plan.
- c. The Customer indemnifies, defends and holds harmless Empire Life, its shareholders, directors, officers, employees and agents from and against all claims, suits, proceedings, demands, actions of any nature or kind whatsoever, damages, judgments, costs, liabilities, expenses and fees, including but not limited to reasonable legal expenses and amounts paid to settle an action or satisfy a judgment, arising out of or in any way connected to the Service or this Agreement ("**Losses**"). Empire Life will notify the Customer of any claim or potential claim under this section 6(c). Empire Life reserves the right to control its own defence or settlement. The Customer will provide the above indemnity even if the Losses are due or alleged to be due, in part to Empire Life or the Service.
- d. The Parties are independent contracting parties and nothing in this Agreement will make either Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of the other Party.
- e. This Agreement will take effect on the date it is approved in writing by Empire Life and will terminate at the earliest of the following events:
 - i. the date this Agreement is terminated for convenience by the Customer. The effective termination date will be the date the Customer notifies Empire Life in writing regarding the termination;
 - ii. the date this Agreement is terminated for convenience by Empire Life. The effective termination date will be the date Empire Life notifies the Customer in writing regarding the termination; and
 - iii. the date the Service has been completed by Empire Life.

Upon termination, the Customer will pay any outstanding amount owed to Empire Life and Empire Life will have no obligation to reimburse any fees or expenses paid by the Customer.

- f. The terms contained in this Agreement which, by their nature, are intended to survive the termination of the Agreement, including without limitation sections 3(b), 5, 6(a), 6(b) and 6(c), will survive the termination of the Agreement and will continue in full force and effect.
- g. This Agreement constitutes the entire understanding between the Customer and Empire Life with respect to the Service and the subject matter hereof. No modification or amendment to the Agreement is valid unless in writing and signed by the Parties.
- h. Unless waived and agreed in writing by Empire Life, no action or inaction by Empire Life under this Agreement constitutes a waiver of its rights or obligations under this Agreement.
- i. All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved between the Parties, shall be finally resolved by arbitration. The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties. The arbitration shall be held in English, take place in the City of Toronto, Ontario, and shall be conducted in accordance with the National Arbitration Rules of the ADR Institute of Canada, Inc.
- j. This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the federal laws applicable therein. Subject to section 6(i) above, each Party irrevocably attorns to the exclusive jurisdiction of the Ontario courts located in the City of Toronto.
- k. This Agreement may be signed and delivered electronically and an electronically signed and/or delivered Agreement will be legally binding on the Parties.

ADVICE TO PAY REQUEST FORM

Instructions

- Answer all the questions in full to avoid delays.
- Provide the Claimant with a copy of the Employee Authorization form to complete.
- Attach a cheque (payable to The Empire Life Insurance Company) in the applicable amount as outlined in the Agreement.
- Include any available documentation or information relevant to the Claim (e.g, physician`s note).

1. Claimant Details			
Name (first, middle, last)	Job title		
Address (street, number)	City	Province	Postal code
Phone number	Email address		

2. Claim Details		
Date Claimant last worked (dd/mmm/yy)	Number of hours worked/week	
Description of Claimant's exact duties and/or demands analysis/job description:		
Can modified work be offered to the Claimant? <input type="radio"/> yes <input type="radio"/> no - if yes, please provide details below:		
Check all payment options applicable to this case: <input type="radio"/> Salary continuation <input type="radio"/> Auto insurer <input type="radio"/> Workplace Safety Board <input type="radio"/> Employment Insurance <input type="radio"/> Self-insured plan <input type="radio"/> Other – please provide details: _____		
The Customer authorizes Empire Life to communicate with the Claimant's supervisor		
Name of Supervisor	Phone number	Email address
Additional Information		
Customer Representative(s) - provide the names of all individuals whom Empire Life may contact in relation to this Agreement:		
Phone number	Email address	

3. Signatures		
By signing below, I certify that the above information is true and accurate and that I am a duly authorized to bind the Customer to this Agreement.		
Signature of Authorized Customer Official X	Date (dd/mmm/yy)	
Name and title of authorized Customer official (please print)	Signed at (city and province/territory)	
Phone number	Fax number	Email address

Mail completed and signed Agreement and Request Form with payment to:

Life & Disability Claims, Group Solutions
Empire Life
259 King St East, Kingston ON K7M 4S1

Toll free phone: 1 800 267-0215
Toll free fax: 1 855 430-9455
Email: grouplifeanddisability@empire.ca