

PLAN ADMINISTRATOR WEB SITE



Reasons to register:

- Easy To Use
- Password Protected
- Access to contract and employee coverage information
- Online booklets and administration forms
- Pre-Filled claim forms
- Administration Reports
- Reference Tools at your fingertips
- Access to contact information
- Online capability to enrol employee and make changes

System requirements:

- Best Viewed with IE 6.0 & Adobe 6.0 (and above)
- 128 bit Encryption

All forms needed to register are included:

- Electronic Administration of Policy Agreement
- Appendix A – Terms and Conditions
- Appendix B – Privacy Policy
- Plan Administrator Web Registration Form
- Procedures for Online processing and Retention of documents

What to do:

Complete and return the following documents:

- **Electronic Administration of Policy Agreement:** As this is a legal document it must be signed by the appropriate person(s) who is authorized to enter into a contract on behalf of the company.
- **Plan Administrator Web site Registration Form:** This will allow the designated person(s) access to confidential employee information. This form must be authorized by the appropriate person(s) on behalf of the company.

Once we have received these documents, a userid will be sent via email to each of the people listed on the registration form.

If you have any questions, please contact our Customer Service Unit at 1 800 267-0215 or by e-mail at group.csu@empire.ca

INSTRUCTIONS:

Please fill in the policyholder name and number, sign and date this agreement, and send the original to:

*The Empire Life Insurance Company
Group Solutions
259 King Street East
Kingston, ON K7L 3A8*

ELECTRONIC ADMINISTRATION of POLICY AGREEMENT

Between

The Empire Life Insurance Company ("Empire Life")
And

_____("Policyholder")

Re: Group Policy Number ("Policy"): _____

Empire Life has created an Internet site to assist Group Insurance policyholders in the routine administration of their plans (the "Site");

Policyholder has requested that Empire Life provide it with access to the Site;

In consideration of the mutual promises set out in this Agreement and for other good and valuable consideration, Empire Life and the Policyholder agree as follows:

EMPIRE LIFE OBLIGATIONS

1. Empire Life shall:
 - a. provide Policyholder with access to the Site;
 - b. exercise the standard of care that a reasonable site operator, acting in a commercially prudent manner, would utilize in managing and maintaining the Site;
 - c. provide notice of changes to the Terms and Conditions for use of the Site in a manner that requires the Plan Administrator to accept the changes prior to continued use of the Site.

POLICYHOLDER'S OBLIGATIONS

2. The Policyholder shall:

- a. advise Empire Life in writing of the name of the person(s) it authorizes to administer the Policy or access the Policy data via the Site ("Plan Administrator");
- b. access the Site only through its designated Plan Administrator;
- c. access the Site only for the purpose of Policy administration;
- d. notify Empire Life immediately should the Plan Administrator be changed;
- e. ensure that the Plan Administrator reviews the Terms and Conditions (Appendix A) and the Empire Life Privacy Policy (Appendix B) before beginning to use the Site;
- f. ensure that its Plan Administrator complies with the Terms and Conditions (Appendix A) and the Empire Life Privacy Policy (Appendix B) (as either may be amended from time-to-time) when using the Site;
- g. agree that electronic acceptance by the Plan Administrator of the Site's Terms and Conditions (including any amendments brought to the attention of the Plan Administrator when accessing the Site) shall be binding upon the Policyholder; and
- h. indemnify and hold harmless Empire Life for all claims, losses and damages (including but not limited to punitive and aggravated damages and legal costs) which result from the Policyholder's negligence, fraud or other wrongful acts in any way related to Policyholder's use or access to the Site, including any actions or failure to act on the part of the Plan Administrator.

WITHDRAWAL OF ACCESS AND TERMINATION OF AGREEMENT

3. Empire Life reserves the right to terminate this Agreement and withdraw Policyholder's access to the Site without cause or prior notice.
4. This Agreement will terminate automatically on the date the Group Policy terminates.
5. The Policyholder's Obligations set out in this Agreement shall survive termination of this Agreement.

GOVERNING LAW

6. Regardless of Policyholder's location, the Policyholder shall be deemed to use the Site in the Province of Ontario. The laws of Ontario and the federal laws of Canada (as applicable) shall govern the use of the Site and the interpretation of this Agreement.


EFFECTIVE DATE

7. This Agreement shall be effective as of the date signed by both parties.
8. Policyholder's access to the Site will commence once Empire Life has reviewed and processed all necessary information.

Signed at _____, this _____ day of _____, 20____.

Name and title of executive signing on behalf of Policyholder (<i>please print or type name and title</i>):	Signature of executive authorized to sign for the Policyholder:
_____	_____

Signed at _____, this _____ day of _____, 20____.

	The Empire Life Insurance Company:
	 _____ Mr. Leslie C. Herr President and Chief Executive Officer

Please keep a copy of this Agreement, as well as the attached appendices, for your files.

ELECTRONIC ADMINISTRATION OF POLICY AGREEMENT



APPENDIX A

TERMS AND CONDITIONS

In order to access and use the Empire Life Group Products Plan Administrator Internet Site (the "Site") the Policyholder and Plan Administrator must accept the following Terms and Conditions which are binding on the Policyholder, its heirs, executors, liquidators, administrators and assigns.

1) USE OF THE EMPIRE LIFE SITE

- (a) The content of the Site is provided strictly to assist the Policyholder in administering its Policy. In consideration for being provided access to the Site, the Policyholder agrees:
- (i) to use the Site solely for administration of the Policy;
 - (ii) to provide timely and accurate information to The Empire Life Insurance Company ("Empire Life");
 - (iii) to comply with all the Terms and Conditions set out in this document;
 - (iv) to ensure that the Plan Administrator is aware of and agrees to comply with the obligations set out below, and to accept responsibility for the Plan Administrator's compliance with those obligations; and
 - (v) that use of the Plan Administrator's identification codes (by the Plan Administrator or any person, with or without the Plan Administrator's consent) binds the Policyholder unless the Plan Administrator has previously notified Empire Life that the confidentiality of such identification codes has been compromised.
- (b) The Policyholder acknowledges that Empire Life may provide it with enhanced access rights to the Site that permit the Plan Administrator to input, update and correct Plan Member Information. Such information may include but is not limited to enrolment information, beneficiary information, name and address changes, banking information and refusal or waiver of benefits. In such event, the Policyholder and Plan Administrator agree:
- (i) to collect accurate Plan Member Information, including updated information on forms provided by Empire Life and as completed by plan members;
 - (ii) to ensure that plan members have provided Policyholder and Plan Administrator with appropriate consent for collection and retention of Plan Member Information and for its transmission to Empire Life;
 - (iii) to transmit Plan Member Information accurately to Empire Life within 3 business days of receipt from plan members via forms provided on the Site and to update such information from time-to-time as updated information is received or collected from plan members;
 - (iv) to retain the original documents containing Plan Member Information in a secure location for a period of one year following termination of the Policy;
 - (v) upon written request, to provide Empire Life with access to the original documents containing Plan Member Information; and
 - (vi) to indemnify and hold Empire Life harmless for any Plan Member Information relied on by Empire Life to its detriment that has been inaccurately transmitted by Plan Administrator to Empire Life or which Plan Administrator has failed to update in accordance with updated Plan Member Information provided to the Plan Administrator by plan members.

2) PRIVACY AND CONFIDENTIALITY

Protecting the confidentiality of personal information is a priority at Empire Life. The Policyholder and Plan Administrator acknowledges:

- a) that they have reviewed the Empire Life Privacy Policy;
- b) that they are obligated to protect the privacy and confidentiality of personal information of each plan member covered under the Policy;
- c) that they will take all steps necessary to ensure compliance with the Privacy Policy while using the Site;
- d) that they are responsible for any breach of these obligations; and
- e) that the Plan Administrator must cease any access of the Site immediately upon discontinuance of his or her duties as Plan Administrator.

3) PERSONAL IDENTIFICATION CODES

The Plan Administrator will access the Site with the following identification codes:

- a) user ID code provided by Empire Life; and
- b) a personal password chosen by the Plan Administrator.

The Plan Administrator agrees to comply with all written Empire Life instructions provided with respect to these identification codes. The Plan Administrator also agrees:

- a) that identification codes are the sole and exclusive property of Empire Life and must be kept confidential at all times;
- b) that identification codes must be maintained with a high level of security to protect against theft, misappropriation, unauthorized access and unauthorized communication; and
- c) to notify Empire Life by telephone immediately upon learning that any or all of his or her identification codes were disclosed to, obtained by or otherwise made known to any unauthorized individual or that unauthorized use of the Site may be occurring.

4) VERIFICATION OF COMMUNICATIONS

Empire Life is not obligated to, but may, verify communication or the source of the communications over the Site before accepting them.

5) EXCLUSIONS

The Policyholder agrees and acknowledges that the Internet is not a fully secure method for the communication of information, that the privacy and confidentiality of communications over the Site cannot be guaranteed by Empire Life and that Empire Life shall not be responsible for any harm or loss suffered by the Policyholder, the Plan Administrator or any other person in connection with a breach of confidentiality related to access to or use of the Site.

Information posted on the Site by Empire Life is subject to change or update without prior notice. Empire Life does not guarantee the accuracy, completeness or authenticity of the Site's contents, Site functionality or accurate transmission of any instructions to or from the Site.

The Policyholder and the Plan Administrator agree that Empire Life and its officers, employees, agents, and affiliates shall not be responsible for any harm, loss or damage that may arise in any connection with their use of the Site. They waive all rights to hold Empire Life responsible in connection with use of the Site.

Based on the emerging nature of Internet transactions and related technology, the parties agree that these exclusions of liability are fair and reasonable, and that Empire Life would not have permitted use of the Site without the Policyholder's agreement to these items.

6) INABILITY TO ACCESS SERVICES

Empire Life will not be responsible for any loss or damage that the Policyholder or any other person may incur as a result of being delayed or unable to access the Site for any reason whatsoever, including but not limited to technical malfunction, Empire Life failure to receive instructions and Empire Life refusal or delay in the processing of instructions for any reason.

7) CHANGE OF TERMS AND CONDITIONS

Empire Life may change these Terms and Conditions and the services provided by this Site from time to time. The Policyholder will receive prior notice of changes to the Terms and Conditions for use of the Site and will be required to agree to accept the changes on the effective date in order to continue using the Site.

8) WITHDRAWAL OF ACCESS

Empire Life will withdraw the Policyholder's access to the Site upon termination of the Policy. Empire Life also reserves the right to withdraw access to the Site at any time without cause.

9) COPYRIGHT

The layout and contents of this Site are protected by copyright. Unauthorized use of the materials on the Site may violate copyright, trademark and other laws.

10) TRADEMARK

The Empire Life logo or any design used in association with our name and logo, product names and icons (where indicated) are trademarks or registered trade marks of The Empire Life Insurance Company and may not be reproduced without permission, except for the limited purposes set out herein.



ELECTRONIC ADMINISTRATION OF POLICY AGREEMENT



APPENDIX B

INTRODUCTION

The protection of personal information is an integral part of doing business at The Empire Life Insurance Company ("Empire Life"). Protecting personal information is important to us and this policy sets out how we collect and manage personal information in a manner that protects the personal privacy of our clients, contractors and employees.

WHAT IS PERSONAL INFORMATION?

In this document, "personal information" means any factual or subjective information concerning an identifiable individual.

Personal information may be collected concerning a variety of individuals with whom our company does business, including group and individual insureds, beneficiaries, employees, contractors and brokers.

Personal information can be collected in a variety of forms, including written (such as correspondence and memoranda) as well as electronic communications and records, video or audio recordings and photographs.

Examples of personal information include information concerning an individual's name, age, sex, health, personal characteristics or personal and financial circumstances. Personal information can also include such things as identification numbers (such as SIN or employee numbers), banking and income information, employment records, credit records and medical information.

Personal information does not include the name, title or business address, telephone number or e-mail address of employees of an organization.

Empire Life may use third party service providers located outside of Canada to process and store personal information.

PRINCIPLE 1: ACCOUNTABILITY

Empire Life is responsible for personal information under its control and has designated an individual or individuals who are accountable for compliance with this policy.

Empire Life, its employees and contractors are responsible for all personal information in their possession or control, including information that has been obtained from or transferred to a third party for processing. A Privacy Officer has been designated as accountable for the Company's adherence to this policy and applicable privacy statutes, regulations and guidelines. Where appropriate, the responsibilities of the Privacy Officer may be delegated to an individual or individuals within a particular business area familiar with the nature of the personal information collected within the area and any special needs the area may have concerning the protection of personal information.

PRINCIPLE 2: IDENTIFYING PURPOSES

Empire Life will identify the purposes for which personal information is being collected before or at the time that the information is collected.

Empire Life collects personal information in a number of ways. For example, information may be collected on an application or claim form, during a personal interview or through other means. Prior to or at the time of collection, Empire Life will identify the purpose of collection. This may be communicated in writing or orally, depending upon the manner in which the information is collected.

Persons collecting personal information are expected to be able to explain to individuals the purposes for which the information is being collected.

Empire Life will not collect, use, or disclose information beyond that required to fulfil the purposes specified at the time of collection.

Unless the new purpose is required by law, before using personal information for a purpose not previously identified, the company will identify the new purpose and obtain the consent of the individual to its use.

PRINCIPLE 3: CONSENT

Empire Life must obtain the knowledge and consent of the individual to the collection, use and disclosure of personal information, except where inappropriate.

Usually, Empire Life will obtain consent for the use or disclosure of personal information at the time of collection. Sometimes, consent will be obtained after the information has been collected but prior to use (for example, when the company wishes to use information for a purpose not previously identified).

Empire Life may seek consent in a variety of ways, depending on the circumstances and the type of information collected. The company will generally seek express consent when the personal information is likely to be considered sensitive (such as medical or income records). Sometimes consent may be obtained from an authorized representative, such as a legal guardian or person holding a power of attorney.

Implied consent may be inferred in circumstances where the information is less sensitive and consent to collection, use or disclosure can be reasonably inferred.

In certain limited circumstances, personal information can be collected, used, or disclosed without the knowledge and consent of the individual. For example, legal, medical, or security reasons may make it impossible or impractical to seek consent. When information is being collected for the investigation of a potential breach of contract, the prevention or detection of fraud or for law enforcement purposes, seeking the consent of the individual might defeat the purpose of collecting the information. Similarly, seeking consent may be impossible or inappropriate when the individual is a minor, seriously ill, or otherwise incapacitated.

An individual may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice. Empire Life will inform the individual of the implications of such withdrawal, which may include termination of a policy, termination of benefits or inability to process a claim.

PRINCIPLE 4: LIMITING COLLECTION

The collection of personal information will be limited to that which is reasonably necessary for the purposes identified by Empire Life. Information shall be collected only by fair and lawful means.

The company will not collect personal information indiscriminately. Both the amount and the type of information collected shall be limited to that which is reasonably necessary to fulfil the purposes identified.

Information will be collected in a manner that complies with the company's obligations to identify the purpose of collection and to obtain the consent of the individual to collection, use and disclosure of personal information.

PRINCIPLE 5: LIMITING USE, DISCLOSURE, AND RETENTION

Empire Life will not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual or in accordance with the exceptions set out above. Personal information will be retained only as long as necessary for the fulfilment of those purposes.

Personal information that has been used to make a decision about an individual will be retained long enough to allow the individual access to the information after the decision has been made.

Personal information that is no longer required to fulfil its purpose shall be destroyed in accordance with the Empire Life Record Retention policy.

PRINCIPLE 6: ACCURACY

Personal information will be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

The extent to which personal information shall be updated will depend upon the use of the information, taking into account the interests of the individual. Information will be sufficiently accurate, complete and up-to-date to minimize the possibility that inappropriate information may be used to make a decision about the individual.

Empire Life will not routinely update personal information, unless such a process is necessary to fulfil the purposes for which the information was collected.

PRINCIPLE 7: SAFEGUARDS

Personal information will be protected by security safeguards appropriate to the sensitivity of the information.

Empire Life has implemented security safeguards and appropriate training to protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

Security safeguards vary depending on the nature and format of the information collected. The methods of protection include physical, organizational and technological measures designed to limit access to authorized persons, ensure the integrity of the information and protect it from unauthorized use or disclosure.

Security safeguards also include steps to ensure that all third parties with whom we contract and who may be required to handle personal information have implemented comparable security measures.

PRINCIPLE 8: OPENNESS

Empire Life will make readily available to individuals specific information about its policies and practices relating to the management of personal information.

The information made available shall include:

- the name or title, and the address, of those accountable for the company's policies and practices and to whom complaints or inquiries can be forwarded;
- the means of gaining access to personal information held by the company;
- a description of the type of personal information held by the company and a general account of its use;
- a copy of this policy and any other brochures or information that explain or elaborate upon this policy; and
- what personal information is made available to related organizations or subsidiaries.

PRINCIPLE 9: INDIVIDUAL ACCESS

Upon request, an individual will be informed of the existence, use, and disclosure of his or her personal information and shall be given access to that information. An individual will be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

Upon request, Empire Life will inform an individual whether or not it holds personal information about the individual, will permit the individual to access the information and provide an account of the use made of the information, including any disclosure to third parties (if any). Empire Life may choose to make sensitive medical information available through a medical practitioner designated by the individual.

In certain situations, Empire Life may not be able to provide access to all of the personal information it holds about an individual. Exceptions to the access requirement will be limited and specific, and the reason(s) for denying access will be provided to the individual upon request. Exceptions may include information that is prohibitively costly to provide, information that contains references to other individuals, information that cannot be disclosed for legal security, or commercial proprietary reasons, information that has been obtained in the course of an investigation of a potential breach of contract or fraud, and information that is subject to solicitor-client or litigation privilege.

Empire Life will respond to an individual's request within a reasonable time and at minimal or no cost to the individual. The requested information will be provided or made available in a form that is generally understandable. For example, when abbreviations or codes are used an explanation will be provided upon request. If the individual requests copies of any of the documents in the Empire Life file, a reasonable fee may be charged for duplication.

When an individual successfully demonstrates the inaccuracy or incompleteness of personal information, Empire Life will amend the information as required. Depending on the nature of the information challenged, amendment may mean the correction, deletion or addition of information.

When a challenge is not resolved to the satisfaction of the individual, the substance of the challenge will be recorded. The individual will also be entitled to place in the file a statement as to their position and the documents they rely on in support of that position.

PRINCIPLE 10: CHALLENGING COMPLIANCE

An individual may address a challenge concerning compliance with this policy to the Empire Life Chief Privacy Officer at:

Chief Privacy Officer
The Empire Life Insurance Company
259 King Street East
Kingston, ON K7L 3A8

Telephone: (613) 548-1881
Toll-free: 1 800 561-1268
Facsimile: 1 800 920-5868
Email: privacy@empire.ca

Empire Life will inform individuals who make inquiries or lodge complaints of the applicable complaint handling protocol.

Empire Life will investigate and respond to all complaints in accordance with the applicable departmental complaint handling protocol. If a complaint is found to be justified, Empire Life will take appropriate measures, including if necessary, amending its policies and procedures.

For further information, the complete Empire Life privacy policy and guidelines for personal information access requests are posted on the company Web site at www.empire.ca.



PLAN ADMINISTRATOR

Web Site Registration Form

(Please complete this form in full)

Return completed form

by fax: 1-888-841-9145

by mail: Group Client Services
Empire Life
259 King St. E
Kingston ON, K7L 3A8

1. Company Information

Group Name

Empire Life Policy Number(s)

Phone

I understand if I choose Plan Administrator access Inquiry or Update, I will also be registered for E Billing. E-Billing is an easy, paperless way for us to let you know when your monthly bill is ready. You will receive a monthly email notification that your bill is available for viewing on the Plan Administrator Website. You can then choose the option to save the bill on your company computer or print it for your records.

2. Plan Administrator 1 ☐ Add ☐ Remove

Last Name

First Name

Language of Preference

☐ English ☐ French

UserID (if registered)

Email Address

Plan Administrator Role Options (Select one of the following):

☐ VIEW ONLY - All Divisions

☐ VIEW & UPDATE - All Divisions

☐ VIEW ONLY - these Divisions (specify) _____

☐ VIEW & UPDATE - these Divisions (specify) _____

3. Plan Administrator 2 ☐ Add ☐ Remove

Last Name

First Name

Language of Preference

☐ English ☐ French

UserID (if registered)

Email Address

Plan Administrator Role Options (Select one of the following):

☐ VIEW ONLY - All Divisions

☐ VIEW & UPDATE - All Divisions

☐ VIEW ONLY - these Divisions (specify) _____

☐ VIEW & UPDATE - these Divisions (specify) _____

4. Plan Sponsor Authorization

The authorized user(s) will be able to view all information about an employee that we have on our records, with the exception of detailed claim information.

Name (please print)

Title

Signature

X

Date (dd/mm/yy)

(Signor must be authorized to sign on behalf of company)

PLAN ADMINISTRATOR WEB SITE

Retention of Documents and Forms

What are your new responsibilities?

If you are registered for processing transactions online:

- You are responsible for processing ALL transactions online
- You must retain ALL forms and documents in your office

Why are you now responsible for these items?

When you signed the terms and conditions outlined in Appendix A of the registration package, you agreed to retain all documents and complete all future transactions online. One of the many advantages of being able to process transactions online is that you no longer have to forward the documents to Empire Life.

By establishing this standard for document retention and online processing, we hope to minimize confusion and ensure that formalized procedures are followed. Please do not send copies of any documents to Empire Life. If we receive any form or document we will return it to you unprocessed.

What are proper guidelines for retaining documents and forms?

We recommend that you keep documents and forms organized confidentially and locked in a secure location, the same way you would with any employee files.

We recommend that you retain these documents for the following time frames:

- If the employee is terminated, we recommend that you keep transactions for that employee on file for at least one year from the date of termination.
- If the Group Plan with Empire Life is terminated, we recommend that you keep transactions for all employees on file for at least one year from the date of termination.

Questions?

Our Customer Service Unit is available to answer any questions you may have about the Plan Administrator Web Site. Call us at 1 800 267-0215 or email us at group.csu@empire.ca.