

From: Empire Life <group.marketing@empire.ca>

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Subject: Policy Amendment - Changes to your Group Policy Contract

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NOTICE OF AMENDMENT

Policy Amendment - Changes to your Group Policy Contract effective February 1, 2019

We periodically review our contract wording to ensure it reflects our current claims administrative practices and provides clear descriptions of our plan provisions. We do this because we know you count on us to:

- continuously evolve our practices to maintain competitive, well managed plans,
- ensure transparency and clarity to avoid surprises when submitting claims, and
- apply current industry best practices to claims administration.

As a result of our review, this Notice of Amendment outlines a number of contract changes that will become **effective February 1, 2019**.

This Notice of Amendment constitutes an amendment to your Group Benefits Policy. Please file with your Policy Contract for future reference.

The new wording will be reflected in future electronic versions of your Policy Contract and Booklet - for example, a new Policy Contract will be provided in PDF format the next time you process an amendment to your Policy.

[The key areas of changes are summarized in this table.](#)

Contact us

As always, if you have any questions, please contact your Group Advisor or call our Customer Service Unit at **1-800-267-0215**, or by email at **group.csu@empire.ca**.

NOTICE OF AMENDMENT

NOA 2018-01

Effective February 1, 2019

This Notice of Amendment constitutes an amendment to your Group Benefits Policy. Please file with your Policy Contract for future reference.

The key areas of changes are summarized in the table below.

Benefit/Provision Face page	Summary of change(s) Added " Renewal Date " What changed Wording added for customer convenience Reason for change To make it easy for customers to identify when their Policy Renewal Date occurs
Benefit/Provision Schedule of Benefits	Summary of change(s) Added " Additional Services " page What changed New page added regarding current and new value add services Reason for change This change identifies that we may add additional value add services for employees which may be provided by an external third party provider (e.g. Medical Second Opinion services)
Benefit/Provision General Provisions	Summary of change(s) Updated definition of " Spouse " (new wording in bold , deleted wording in blue below) " Spouse " means a Resident person of the same or opposite sex a) who is legally married to the Insured Employee and continuously resides with the Insured Employee, or b) who is not married to the Insured Employee but is living in a conjugal relationship and has been continuously residing with the Insured Employee for at least 1 year and who is publicly represented as the Insured Employee's husband or wife in the community in which they reside and in respect of whom written request is made by the Insured Employee to extend the insurance under this Policy. Upon written request by the Insured Employee, the insurance under this Policy will be extended immediately for such named person upon the natural birth or adoption of a Child of this union. Only one Spouse shall be eligible for coverage under this Policy at any one time. What changed Definition updated for clarity Reason for change Updated definition of Spouse to include persons of the same or opposite sex

Benefit/Provision

General Provisions

Summary of change(s)Added new provision for "**Fraudulent or False Claims**"Fraudulent or False Claims

The Company reserves the right to audit all claims at any stage even if payment has already been made, and to take any necessary action to detect and investigate fraudulent or false claims under this Policy.

Notwithstanding any other Provision of this Policy, the Company may suspend all rights and all benefits of the Insured Employee and his/her Dependents under this Policy, without prior notice, upon 1) the initiation of a claim investigation by the Company 2) the discovery of a claim discrepancy, or 3) receipt of a claim that includes any false, inaccurate, incomplete or misleading information material to the claim.

If the Company reasonably determines that the Person Insured has:

- (a) submitted or allowed to be submitted a claim that includes any false, inaccurate, incomplete or misleading information material to the claim, and/or
- (b) failed to co-operate in good faith during the claim investigation by the Company, and/or
- (c) failed to provide evidence to support the claim to the satisfaction of the Company,

the Company may, at its reasonable discretion and without prior notice, immediately terminate all rights and all benefits of the Insured Employee and his/her Dependents under this Policy.

If the claim has been paid to the Insured Employee, the Company may exercise any rights available under the Right of Recovery clause in the General Provisions of this Policy and it may recover any overpaid amounts from any amounts owed to the Insured Employee under any Provision of this Policy. The Company also reserves the right to undertake criminal prosecution and/or pursue civil action.

What changed

New language reflects current industry best practices and ensures transparency and clarity for employees

Reason for change

We know you expect us to provide comprehensive oversight of your plan to ensure it is protected from fraud. We are working alongside the CLHIA to raise awareness about fraud and how to protect against it. See the Fraud=Fraud campaign on the [CLHIA website to learn more](#).

<p>Benefit/Provision</p> <p>General Provisions</p>	<p>Summary of change(s)</p> <p>Updated “Number and Gender” clause</p> <p>Old wording:</p> <p><u>Number and Gender</u></p> <p>As may be required by the context of this Policy, words signifying the singular number will include the plural and vice versa, and words signifying the masculine gender will include the feminine and neuter genders.</p> <p>New wording:</p> <p><u>Number and Gender</u></p> <p>In this Policy words referring to the singular will include the plural and words referring to gender will include all genders, as determined by the Company.</p> <p>What changed</p> <p>Clause updated for clarity</p> <p>Reason for change</p> <p>Updated the reference to gender to be more generic</p>
<p>Benefit/Provision</p> <p>Extended Health Benefit Provision and Dental Provision</p>	<p>Summary of change(s)</p> <p>Added <u>new bullet</u> to existing Extended Health Benefit Provision and Dental Provision Limitations and Exclusions sections for clarity (new bullet wording in bold below)</p> <p>Eligible Expenses do not include and no payment will be made for any expense charges resulting from any one or more of the following:</p> <ul style="list-style-type: none"> • services or supplies that were received or purchased from a provider that is not approved by the Company. <p>What changed</p> <p>Wording added to reflect current industry best practices and ensure transparency and clarity for employees</p> <p>Reason for change</p> <p>Providers are approved by the Company when they meet our standards. Our standards ensure we only reimburse claims that are for valid, legitimate services. For example we ensure that: all invoices clearly document actual services rendered; are completed thoroughly and are not altered or doctored in any way; medical supplies dispensed are medically necessary for the treatment of an injury or sickness; and, services are performed by a registered provider that is in good standing with their governing body.</p>