Expatriate Group Life and Disability Plan for Canada
Valid from September 2019

COMPANY
Benefit Guide

Allianz

Welcome

You can count on Allianz Care as your international Life and Disability insurer, to safeguard the future of your employees and their families, no matter what the future holds.

This guide includes all important information you need to know about the company's Group Life and Disability insurance plan.

To make the most of the company's Group Life and Disability cover, please read this guide in conjunction with the Table of Benefits.

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SUPERIOR LEVEL OF SERVICE

We believe in making a difference by providing you and your employees with the superior level of service that you deserve, anytime, anywhere!

In the following pages we describe the full range of Life and Disability benefits we offer. Discover how you can guarantee the financial protection and security of your employees and their dependents, in the unfortunate event of death or disability.

Talk to us, we love to help!

Our multilingual Helpline is available 24 hours a day, 7 days a week to handle any questions about the company's policy or if you or your employees and their dependents need assistance.

Helpline

Phone: +353 1 630 1301
For our latest list of toll-free numbers, please visit:
www.allianzcare.com/toll-free-numbers

@ Email: client.services@allianzworldwidecare.com

Fax: +353 1 630 1306

Did you know...

...that most of our clients find that their queries are handled quicker when they call us?

TERMS AND CONDITIONS

This guide describes the standard benefits and rules of the company's Group Life and Disability insurance policy.

The Table of Benefits outlines the plan(s) selected by the company and the associated benefits available to the insured persons. In addition, it confirms any benefits to which specific benefit limits or deferred periods apply and is issued in the currency set out in the Company Agreement.

For full details of your company's insurance contract, please contact your company's Group Scheme Manager. Please note that the terms and conditions of your membership coverage may be changed from time to time by agreement between your company and us. On request, we will provide to the insured person a copy of the insurance contract and any written document provided to us when applying for cover, as required by law. However, we will remove any confidential commercial information before issuing the documents to the insured person.

COVER EXPLAINED

The plans selected by the company are indicated in the Table of Benefits, which lists the benefits available to the insured persons and any applicable limits. For an explanation of how benefit limits apply to your company's plan, please see the "Benefit limits" paragraph below.

Benefits are also subject to our definitions and exclusions (also available in this document).

What do we cover?

The policy provides financial protection and security for your employees and their dependents for the insurance cover indicated in their Table of Benefits. The company may have selected to cover one (or more) of the following events:

Benefit limits

There are three kinds of benefit limits shown in the Table of Benefits:

- The **Insurance Benefit** is the maximum we will pay for each type of insurance cover selected by the company, as detailed in the Table of Benefits. These benefits may be paid on a monthly basis (Short Term and Long Term Disability cover) or on a once off lump sum basis (Life, Accidental Death and Accidental Dismemberment cover). For Short Term and Long Term Disability cover, all limits are per insured employee and per insurance year, unless otherwise stated in the Table of Benefits.

- The **Combined Benefit Limit** is the maximum we will pay for a combination of Life, Accidental Death, Accidental Dismemberment benefits. For example, in the event that the Accidental Dismemberment benefit is paid, any subsequent eligible Life benefit will be payable up to the combined maximum benefit limit after death.
- The **Single Event Limit** is the overall maximum we will pay to the Company for multiple claims that happen as a result of an accident or natural disaster (One single event).

Who is eligible for cover?

Eligible persons include all employees of the company (working outside Canada) who are:

- Under the term age of cover as set out in the Company Agreement and;
- Actively at work with the company and;
- Not working contrary to medical advice.

All employees and their dependents must have residence outside of Canada.

Eligible persons who are not working at the commencement date of the Company Agreement, or the commencement date of cover, due to certified sick leave or disability will be admissible after completing one month of employment (as per the eligible person's contract of employment).

Life cover can be extended to an insured employee's dependent, provided the insured employee is covered for Life insurance under the company plan.

Please note that underwriting will be required if the eligible person wishes to apply for cover above the Automatic Acceptance Limit indicated in the Table of Benefits.

Where underwriting is required, we reserve the right to accept or reject the eligible person application and apply premium surcharges or exclusions.

When will the cover end?

Cover for **Life, Accidental Death and Accidental Dismemberment** ends once the insured person has reached 70. If cover ends at a lower age, this will be specified in the Company Agreement. For **Short-term Disability and Long-term Disability** cover ends when the insured employee reaches 65. If cover ends at a lower age, this will be specified in the Company Agreement.

Nomination of Beneficiaries

An insured person or the company on behalf of the insured person (upon request of the insured person) may nominate the beneficiaries of the insured benefit by completing and signing a "Nomination of Beneficiaries Form". Where the beneficiary designation has been made by the insured person to the company, the company shall retain the signed and completed "Nomination of Beneficiaries Form" and provide it to us on request.

Where an insured person has made a nomination under a previous group policy which insured some or all of the persons insured under this plan that designation will continue to apply to the insured benefits under this plan unless changed by the insured person. For the nomination of beneficiaries to continue, the previous insurance must be terminated within 31 days of the start date of the Allianz Care cover.

LIFE AND DISABILITY BENEFITS

Please refer to the Table of Benefits for the specific cover applicable to the company plan.

Life

Life cover provides financial protection and security for beneficiaries, in the unfortunate event of the insured person's death. The benefit amount will be paid as a lump sum. This can be either a fixed amount or calculated as a factor of the insured person' gross annual salary, subject to an overall agreed maximum sum. Please refer to the Table of Benefits for the specific benefits applicable to the company plan.

Accelerated Death Benefit

Upon proof of the diagnosis of a terminal Illness of an insured employee (after the commencement date of cover), we will make an advance payment of the Life sum insured for the benefit of the insured employee, as stated in the Table of Benefits.

If the Accelerated Death benefit payment is followed by a separate Life claim, we will reduce from the Life cover reimbursement sum, the amount already paid in relation to the Accelerated Death benefit.

In the event that the insured employee survives, more than 12 months, we reserve the right to reassess the eligibility for the Accelerated Death benefit. We may also seek to recover amounts paid if eligibility is deemed to be no longer valid.

The Accelerated Death benefit is offered as part of the Life cover.

Accidental death

The Accidental Death benefit provides an additional lump sum for the benefit of the insured employee's beneficiaries in the unfortunate event of the insured employee's death due to an accident, provided the death takes place within 365 days of the occurrence of the accident.

Where the body of an insured person has not been found within one year of the disappearance, stranding, sinking or wrecking of the conveyance in which the insured person was riding at the time of the accident, it shall be presumed, subject to all other conditions of the policy, that the insured person suffered loss of life resulting from bodily injuries sustained in the accident and covered under this policy.

The Accidental Death benefit shall not exceed 100% of the maximum benefit amount as stated in the Table of Benefits.

Cover is not available for any dependents of the insured person.

Accidental dismemberment

The Accidental Dismemberment benefit provides a lump sum for the benefit of the insured employee in the event of a loss of limb or limb function as a result of an accident provided the dismemberment takes place within 365 days of the occurrence of the accident.

If an Accidental Dismemberment benefit payment is followed by a separate Accidental Death claim, we will reduce from the Accidental Death reimbursement sum, the amount already paid in relation to Accidental Dismemberment benefit.

Several injuries affecting the same limb
When an insured employee suffers several injuries or infirmities resulting from an accident or from successive accidents, we will assess each injury or infirmity separately. However, the sum of injuries or infirmities affecting a limb may not exceed the maximum benefit specified (for the full loss of a limb) in the Accidental Dismemberment Reference Table.

Injuries not listed in the Accidental Dismemberment Reference Table
The Accidental Dismemberment Reference Table will be used as a guide to assess the degree of injury by comparison with listed items. The sum payable will in no case be less than the amount payable for any reasonably comparable event or injury, listed in the Accidental Dismemberment Reference Table.

Aggravating facts
If an insured employee's condition is aggravated because of an existing illness or injury, the degree of injury determined will be the same as if the accident had struck a healthy organ/limb.
Cover is not available for any dependents of the insured person.

Accidental Dismemberment Reference Table

The amount that we will pay is a percentage of the Dismemberment coverage. The percentage depends on the loss suffered. The following table shows the percentage we use to determine the payout.

Only the largest percentage is paid for injuries to the same limb resulting from the same accident. We will not pay more than 100% of the benefit amount covered if an accident results in more than one loss. This does not include quadriplegia, paraplegia and hemiplegia, where we will pay a maximum of 200%.

For quadriplegia, paraplegia and hemiplegia we will not pay more than 200% of the benefit amount covered if an accident results in more than one loss.

For the loss of	% of Sum Insured
Life	100%
One hand and one foot	100%
One hand or one foot and the sight of one eye	100%
Both hands or both feet or the sight of both eyes	100%
Speech and hearing in both ears	100%
Sight of one eye	75%
Hearing in both ears	75%
Speech	75%
Thumb and index finger of same hand	33.33%
Hearing in one ear	25%
Loss of four fingers of the same hand	33.33%
Loss of all toes of the same foot	25%
Both hands or both feet	100%
Both arms or both legs	100%
One arm or one leg	75%
One hand or one foot	75%
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%

"Loss" will mean:

- With respect to hand or foot, the actual severance through or above the wrist or ankle joint;
- With respect to arm or leg, the actual severance through or above the elbow or knee joint;
- With respect to eye, the total and irrecoverable loss of sight;
- With respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree;
- With respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid device;
- With respect to thumb and index finger, the actual severance through or above the first phalange;

- With respect to fingers, the actual severance through or above the first phalange of all four fingers of the same hand;

- With regard to toes, the actual severance of both phalanges of all toes of the same foot.

"Loss" as used with reference to quadriplegia (paralysis of both upper and lower limbs), paraplegia (paralysis of both lower limbs), and hemiplegia (total paralysis of upper and lower limbs of one side of the body), means the complete and irrecoverable paralysis of such limbs.

"Loss of use" shall mean the total and irrecoverable loss of function of an arm, hand or leg, provided such loss of function is continuous for 12 consecutive months and such loss of function is thereafter determined on evidence satisfactory to the insurer to be permanent.

Short term disability

Short Term Disability provides financial security for insured employees who are unable to perform the material and substantial duties of their own occupation due to an accident or an illness. Following a deferred period, this benefit is paid monthly in arrears for the maximum period of time indicated in the Table of Benefits. The applicable deferred period will be specified in the Table of Benefits.

Cover is not available for any dependents of the insured person.

Long Term disability

Long Term Disability cover provides financial security for insured employees who are totally unable to:

1	Perform the material and substantial duties of their own occupation	&	2	Perform any suited occupation (based on their education, skills and experience)

The benefit is paid monthly in arrears, starting after the deferred period or when the Short Term disability cover ends (if selected). Cover ends once the insured employee has reached age 65. If cover ends at a lower age, this will be specified in the Company Agreement.

Home confinement is not required, but the insured employee must receive regular and personal medical attention for his/her sickness or injury from a qualified physician while disabled.

Any two separate periods of disability that arise from the same or related causes and are separated by less than 6 months shall be considered as one period of disability. The insured employee must be covered under the policy when total disability reoccurs.

The insured employee is obliged to inform us immediately if their own occupation changes.

Cover is not available for any dependents of the insured person.

Waiver of Premium

If an insured employee is in receipt of Long Term Disability benefit, the premium for Life, Disability, Accidental death and Dismemberment cover (where applicable) will be waived. The insured employee will remain on cover for the insurance, but the company won't be required to pay any premium during the period of sick leave. Waiver of Premium cover ceases when the insured employee stops working for the company.

How is the Short Term/Long Term Disability benefit calculated?

The benefits for Short Term and Long Term are paid as a percentage of the insured employee's gross annual salary at the onset date of the accident or illness, up to a maximum benefit amount per month. Alternatively, it can be a fixed sum paid per month, as specified in the Table of Benefits. When the insured employee receives any other income, the benefit amount paid is decreased.

Where agreed with us, the benefit paid for Long Term Disability can be increased for the insurance year by the cost of living adjustment as set out in the Schedule to the Company Agreement and subject to the terms of the Company Agreement.

Please note that the first and last instalments are paid on a pro rata basis.

Is the Short Term/Long Term Disability benefit paid when the insured employee receives other income?

Our Short Term Disability and Long Term Disability insurance is designed to supplement any other income available to the insured person during the benefit period. This means that the benefits covered under the Short Term Disability and Long Term Disability plans will be reduced by the amount of disability benefits payable under any of the following:

1. Canada Pension Plan/Quebec Pension Plan,

2. Workers' Compensation

3. No-fault automobile insurance

4. Employment Insurance

5. Retirement benefits

7. Disability benefits under any other insurance plan arranged on a group basis,

8. Québec Parental Insurance Plan

9. Any local, provincial, federal, or foreign government disability or retirement plan or law payable for Injury or Sickness provided as a result of employment with the Employer;

Please note that if the aggregate amount of other income exceeds 100% of the annual gross salary of the insured employee prior to disability, the Short Term Disability and Long Term Disability plan benefits shall not be payable by the insurer.

Partial return to work

Where an insured employee claiming Short Term/ Long Term disability benefits is declared fit to return to work by a medical practitioner (and this is approved by us), but is initially prevented from returning to work on a full time basis, he/she may be allowed to work on a part-time basis and avail of a partial payment for a period of up to 3 months. Any application for partial payments over 3 months will be referred to our Medical Director.

Partial return to work would allow the insured employee to go back to work on a phased basis. The partial payment will help to offset some of the loss in income until the insured employee returns to work as per their contract of employment.

Short Term/Long Term Disability benefits are eligible when:

1	The insured employee has been unable to work during the entire deferred period for the relevant benefit (but was actively at work when the event which gave rise to the claim arose).
2	The policy was in force and the claimant was an insured employee on the date from which he/she become unable to work because of the disability giving rise to the claim.
3	The first date of the disability arose or occurred prior to the attainment of the term age.
4	The insured employee is under the regular care and following the advice of an accredited medical practitioner.
5	The insured employee is not engaged in any other occupation for remuneration or profit.

Please note that loss of occupational license is not a covered risk under these benefits.

Disability benefit will stop at the earliest of the following events:

- After the maximum benefit period, as specified in the Table of Benefits, is reached.
- When the insured employee reaches the term age as specified in the Company Agreement.
- In the event of the death of the insured employee.
- When the insured employee resumes employment (as per their contract of employment), in his/her own occupation in the case of Short Term Disability.
- If, due to natural recovery, surgical operation or medical treatment, the insured employee is able to resume a gainful activity.

Any backdated benefit payments will be limited to one month.

Relapse

A return to work merely suspends the payment of benefits. Should a relapse occur, payment will resume on the same basis as before, without any deferred period (only for the unexpired portion of the maximum benefit period as specified in the Table of Benefits), providing that the return to work lasts less than 60 days and that the cause of the new disability is a recurrence of the same condition which caused the earlier work stoppage.

CLAIM PROCESS

In relation to Life and Disability claims, please note that:

a) The Company Agreement will indicate who is responsible for notifying us of any eligible claim: the Company or the insured person (or their representatives). Claims and any available supporting documentation must be submitted **within six months** of the event which is at the origin of the claim. Should the company or the insured person (or their representatives) fail to notify us of an accident within six months of its occurrence, we will not be liable to pay any benefit. This applies regardless of whether the company was aware of the accident, or whether it would or might give rise to a claim within that period.

b) In respect of eligible events occurring after the end date of the insurance cover, unless otherwise specified, there are no rights or obligations placed on:

- the insured person (or their representatives)
- the company
- the insurer

c) It is the responsibility of the insured person (or their representatives) and/or the company to retain any original supporting documentation (e.g. receipts) where copies are submitted to us, as we reserve the right to request original supporting documentation/receipts up to 12 months after claims settlement, for fraud detection purposes. In addition, we advise that the company keep copies of all correspondence with us, as we cannot be held responsible for correspondence that does not reach us for any reason that is outside of our reasonable control.

d) Eligible benefits will be paid in the currency as set out in the Company Agreement.

e) The insured person (or their representatives) and/or the company agrees to assist us in obtaining all necessary information to process a claim. We have the right to access all medical records and to have direct discussions with the medical provider or the treating physician. We may, at our own expense, request a medical examination by our medical representative when we deem this to be necessary. All information will be treated in strict confidence. We reserve the right to withhold benefits if the company has not honored these obligations.

f) We reserve the right to restrict the benefit sum, if the insured employee's gross annual salary is increased within three months before a claim is made, and the increase:

- Is not because of an annual salary review process or;
- Cannot be justified as a necessary or appropriate increase or;
- Resulted in the insured employee's sum insured exceeding the automatic acceptance limit and this has not been assessed or accepted by us.

  In such cases, the benefit sum will be the amount covered before the salary increase took place.

g) Where payment is made to the company by the insurer, the company will be responsible for the payment of all benefits owed to the eligible beneficiaries and insured persons. The company shall also be responsible for filing any tax or information returns associated with these benefits. Upon receipt of the benefit amount by the company, the insurer's liability to the company and insured persons and/or beneficiaries will cease.

How to claim

In order to claim benefits, the following documentation must be submitted to us:

	Life	Accelerated Death	Accidental Death	Accidental Dismemberment
The insured person's salary slip/advice note for the 3 months prior to the event	✓	✓	✓	✓
Original or certified* photocopy of valid identification document for the insured person (e.g. current passport, driver's license or identity card)	✓	✓	✓	✓
Completed Life or Accidental Death Benefit Application form	✓	X	✓	X
Certified* copy of the Death Certificate	✓	X	✓	X
Completed Accelerated Death Benefit Application form	X	✓	X	X
Completed Physician Statement for Terminal Illness	X	✓	X	X
Police/Accident Report (in the event of an accident)	✓	✓	✓	✓
Completed Accidental Dismemberment Benefit Application form	X	X	X	✓
Completed Physician Statement for Accidental Dismemberment	X	X	X	✓
Any other document that may be required to consider the claim	✓	✓	✓	✓

	Short Term Disability	Long Term Disability
The insured employee's salary slip/advice note for the 3 months prior to absence	✔	✔
Original or certified* photocopy of valid identification document for the insured employee (e.g. current passport, driver's license or identity card)	✔	✔
Confirmation of Canada Tax residency status	✔	✔
Completed Disability Benefit Application form	✔	✔
Completed Employer Disability Statement	✔	✔
Short description of the insured employee's occupation	✔	✔
Completed Physician Statement for Disability	✔	✔
Police/Accident Report (in the event of an accident)	✔	✔
Any other document that may be required to consider the claim	✔	✔

**Certified documents will only be accepted when the certification is carried out by one of the following: Police officer, Chartered and Certified Public Accountant, Notaries, Public/Practicing Solicitor, Embassy/Consular Staff, Commissioner for Oaths, Bank or Building Society Official.*

The person providing the certification should sign, date and stamp the document with their official stamp.

When will the Life, Accidental Death and Accidental Dismemberment benefits be paid?

In the event of the death, accidental death or accidental dismemberment of an insured person, the company or the insured person (or their representatives) must notify us of the event in writing, within six months. All required documentation indicated in the above table should be forwarded to us.

Benefits will be paid once we deem the claim to be valid.

Valid benefits in relation to Life and Accidental Death cover will be paid directly to the company.

When will the Accelerated Death benefit be paid?

In the event that an insured employee is diagnosed with a Terminal Illness, the company or the insured person (or their representatives) must notify us of this in writing, as soon as possible. All required documentation indicated in the above table should be forwarded to us.

Benefits will be paid once we deem the claim to be valid. The Accelerated Death benefit shall not exceed the maximum benefit limit as stated in the Table of Benefits. In the event of conflicting medical evidence or opinion, the incidence of the Terminal Illness will be determined by us having consulted with our Medical Director.

In the event that the insured employee survives beyond the 12 month period, we reserve the right to reassess the eligibility for benefit and may recover amounts paid if eligibility is deemed by us to be no longer valid.

When will the Short Term Disability benefit be paid?

The Company must inform us in writing immediately if an insured employee is on certified sick leave for the following reasons, whichever is less:

- a period in excess of the deferred period as specified in the Table of Benefits or
- a certified sick leave period in excess of 30 days.

A completed Disability Benefit Application form and Employer Disability Statement form should be submitted to us, along with all documents listed on the table under "How to claim". Benefits will be paid once we deem the claim to be valid.

When will the Long Term Disability benefit be paid?

The Company must notify us in writing immediately if the insured employee transitions into Long Term Disability. The Company should forward a completed Disability Benefit Application form containing the documents included in the above table.

Benefits will be paid once we deem the claim to be valid.

Assessment of claim validity

In order to assess the validity of any claim, the insured person shall, upon request and at our expense, undergo a medical examination with a medical expert nominated by us.

As soon as the validity of a claim is agreed upon, the benefits under this policy will be paid in the currency, as set out in the Company Agreement.

Payment of any disability benefit will be subject to, and dependent upon, the assessment of the nominated medical expert and our approval. In the event of the company or the insured employee (where relevant) disputing the assessment of the medical expert nominated by us, the company or the insured employee may submit, at their own expense, a report from another medical expert of their own choice, provided such report identifies the matters in dispute. In such an event we may request the insured employee to undergo a final medical examination by a further medical expert, at our expense, whose advice made with the benefit of the previous medical reports, will be final subject to the Dispute Resolution clause.

We may ask any insured employee receiving benefits under this policy to undergo medical examinations when deemed necessary. If the insured employee does not undergo such a medical examination within one month from the date of request, we shall be entitled to delay or stop the benefit payment until the medical report is received. The benefit payment will then start or resume with back payment, limited to one month.

Suspension of Disability claim

A claim will be suspended under the following circumstances:

Upon the insured employee's refusal to enter into a reasonable and customary treatment program (or rehabilitative program) or non-acceptance of any reasonable offer of modified duties by the company rehabilitation program.

Upon the insured employee's refusal to retrain to qualify for a commensurate occupation, upon it becoming reasonably apparent that he/she will not be able to return to his/her usual occupation during the benefit period stipulated by the Company Agreement.

Upon the insured employee being deemed to be fit to return to work based on the medical evidence available to us (where applicable).

PAYING PREMIUMS

Premiums are payable in the contract currency and in accordance with the specified Company Agreement terms. The company may be liable for payment of:

- Retail sales tax or
- Quebec sales tax or
- Other government levies that may be due and payable in respect of the company plan.

Tax rates, other applicable charges or levies may be subject to change throughout the term of the company plan. The company may be liable for such changes.

Any premiums which the company or Allianz Care is entitled to, based on new enrolments or termination of cover, shall be paid to Allianz Care or refunded to the company on a pro rata basis.

Employees may become liable to taxes in respect of benefits received under the plan. Your company will inform you if you are liable to pay such taxes.

ADMINISTRATION OF THE PLAN

Enrolment of eligible persons

The company should provide a written list of eligible persons and any dependents (if applicable) for enrolment to Allianz Care in advance of the commencement date of the Company Agreement in accordance with and subject to the terms of the Company Agreement.

Adding dependents

An insured employee can apply to include any of their dependents for Life cover, provided that they are allowed to do so under the Company Agreement. Notification to add a dependent should be made through the company, unless otherwise stated.

Changes

We must be notified of additions, changes or cancellations, in writing, within four weeks of a person becoming eligible/ineligible or the change event such as the addition of a dependent. After that date we reserve the right to:

- Insure the eligible person or
- Cancel the insured person's contract or
- Make the requested change from the day such notice is given.

If the company fails to advise us of changes and/or cancellations within the four week period, for any reason, the company will remain responsible for the payment of the premium until such notice is given.

It will not be possible to backdate changes and cancellations if claims have been processed. Furthermore, the commencement date for eligible persons cannot be backdated to include any claims or claimable events that have already taken place.

Changing country of residence

It is important that the company lets us know if the insured person changes their country of residence as it may impact the premium, even if the insured person remains within their current geographical region of cover. Cover in some countries is subject to local insurance restrictions, particularly for residents of that country. It is the insured person's responsibility to inform the company of any change in residency and to ensure that their Group Life and Disability cover is legally appropriate and we would recommend that they seek independent legal advice in this regard, as we may no longer be able to provide them with cover. Notification of change of residence should be made through the company.

Changing the insured person's address/email address

Any change in the insured person's home, business or email address should be communicated by the company to us in writing as soon as possible.

Correspondence

Written correspondence between the company and us must be sent by email or post (with the postage paid). We do not usually return original documents, unless specifically request at the time of submission by the company/insured person.

Renewing membership

Prior to group renewal, we will provide a membership list to the Company. The Company will review the list, highlight any additions, changes or cancellations and confirm that it accurately reflects the group membership. If the Company fails to notify us of any membership changes before the renewal date, we reserve the right to renew the group scheme with the latest available membership information.

Ending your membership

The company can end the membership of an insured person by notifying us in writing. Membership will automatically end:

- At the end of the Insurance Year, if the Company Agreement is terminated.
- If the company decides to end the cover or does not renew the insured person's membership.
- If the company does not pay premiums or any other payment due under the Company Agreement with us.
- When the insured employee stops working for the company.
- When the insured person reaches the term age as set out in the Company Agreement.
- In the event of the death of the insured person.

We can end an insured person's membership if there is reasonable evidence that the person concerned has misled or attempted to mislead us i.e. giving false information, withholding pertinent information from us, or working with another party to give us false information, either intentionally or carelessly, which may influence us when deciding:

- Whether the insured person can join the scheme.
- What premiums the company has to pay.
- Whether we have to pay any claim.

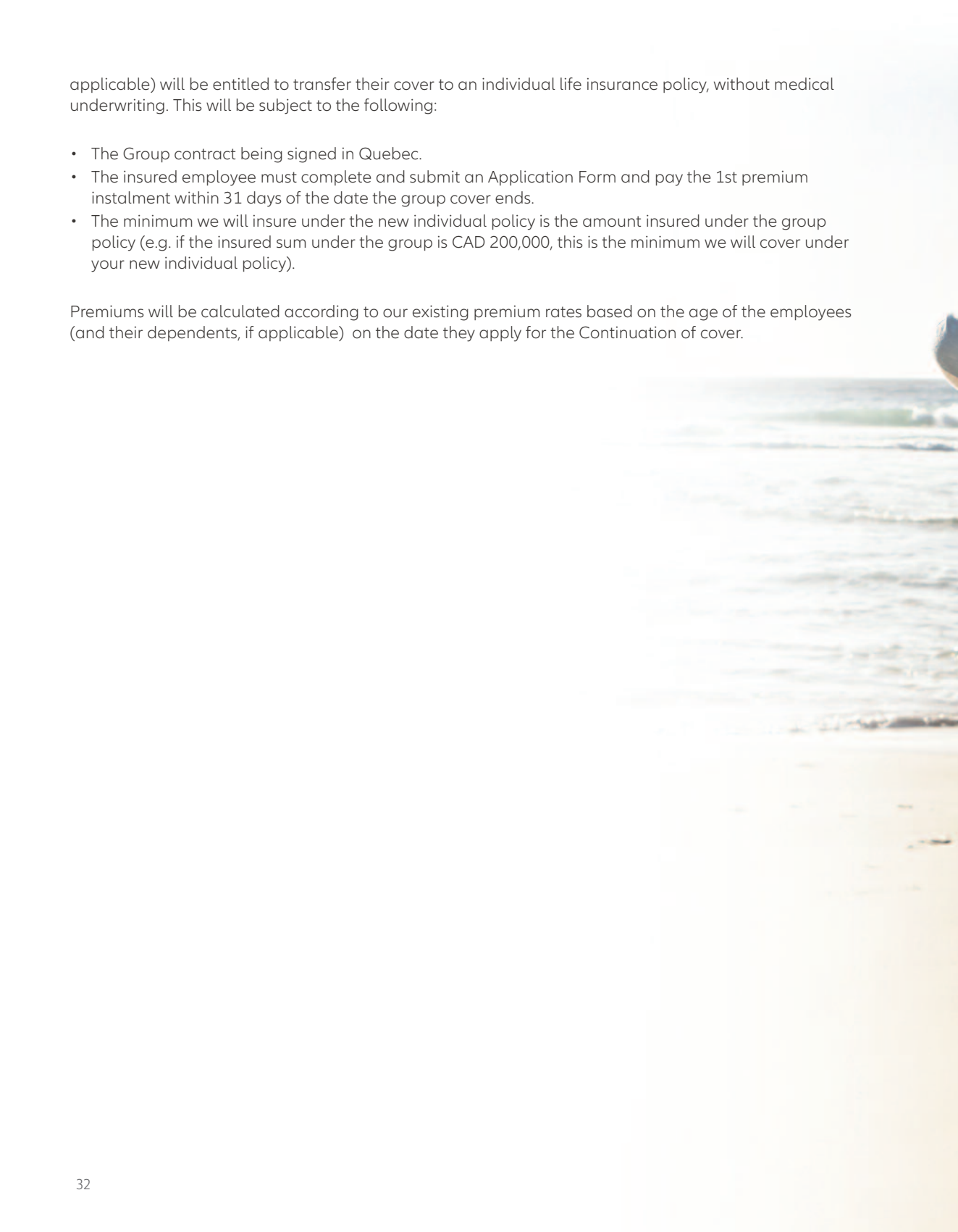
Continuation of cover

When the Group contract is signed in Quebec, we'll offer continuation of life cover to your employees. This means that, for these employees, if the life insurance cover ends before the age of 65 for any reason other than death, without replacement coverage available, the employee and his or her dependents (if

applicable) will be entitled to transfer their cover to an individual life insurance policy, without medical underwriting. This will be subject to the following:

- The Group contract being signed in Quebec.
- The insured employee must complete and submit an Application Form and pay the 1st premium instalment within 31 days of the date the group cover ends.
- The minimum we will insure under the new individual policy is the amount insured under the group policy (e.g. if the insured sum under the group is CAD 200,000, this is the minimum we will cover under your new individual policy).

Premiums will be calculated according to our existing premium rates based on the age of the employees (and their dependents, if applicable) on the date they apply for the Continuation of cover.



ADDITIONAL TERMS

The following are important additional terms that apply to the company plan:

1. **Applicable law:** Your membership is governed by the laws of the Canadian province or territory in which you normally reside, unless otherwise required under mandatory legal regulations. Any dispute that cannot otherwise be resolved will be dealt with by courts in that province.

   Every action or proceeding against your insurer for the recovery of any payment deemed to be due under this contract, will be valid if it starts within the time set out in:

- The Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia).
- The Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario, or other applicable legislation).
- The Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec).

2. **Economic sanctions:** This policy does not provide any cover or benefit for any business or activity to the extent that either the cover, benefit, the underlying business or activity would violate any applicable sanction law or regulations of the United Nations, the European Union or any other applicable economic or trade sanction law or regulations.

3. **Conformity with law:** Any policy provision in conflict with any law to which this policy is subject is hereby deemed to be amended to conform thereto.

4. **Language** The binding language of your contract is English. In cases of discrepancies or disagreement, we will only consider the English version of your policy documents valid and binding. The only exception is Quebec where the binding language is French.

5. **Liability:** Our liability to the company is limited to the amounts indicated in the Table of Benefits and any subsequent policy endorsements. In no event will the amount of reimbursement, whether under this policy, public medical scheme or any other insurance, exceed the amount specified on the Table of Benefits.

6. **Third party liability:** If the insured person(s) are eligible to claim benefits under a public scheme or any other insurance policy which pertains to a claim submitted to us, we reserve the right to decline to pay benefits. The insured person must inform us through the company and provide all necessary information, if and when entitled to claim from a third party. The insured person or any of their beneficiaries (if different) and the third party may not agree to any final settlement or waive our right to recover outlays without our prior written agreement. Otherwise we are entitled to recover the amounts paid from the insured person or beneficiaries (if different) and to cancel the policy. We have full rights of subrogation and may institute proceedings in the insured person's name or any beneficiaries (if different), but at our expense, to recover, for our benefit, the amount of any payment made under another policy.

7. **Force majeure:** We shall not be liable for any failure or delay in the performance of our obligations under the terms of this policy, caused by, or resulting from, force majeure which shall include, but is not limited to: events which are unpredictable, unforeseeable or unavoidable, such as extremely severe weather, floods, landslides, earthquakes, storms, lightning, fire, subsidence, epidemics, acts of terrorism, outbreaks of military hostilities (whether or not war is declared), riots, explosions, strikes or

other labor unrest, civil disturbances, sabotage, expropriation by governmental authorities and any other act or event that is outside of our reasonable control.

8. **Dispute resolution:** In the event of any dispute in respect of or in connection with this company plan including any differences in respect of medical opinion in connection with the results of an accident, an event that could give rise to a claim or a medical condition arising out of or in connection with this company plan, the company and the insurer agree to use the Alternative Dispute Resolution Protocol as outlined in the Company Agreement.

9. **Cancellation and fraud:** If any claim is false, fraudulent, intentionally exaggerated or if fraudulent means or devices have been used by the insured person or any of their beneficiaries (or anyone acting on the insured persons behalf) to obtain benefit under this company plan, we will not pay any benefits for that claim. The amount of any claim settlement made to the insured person before the fraudulent act or omission was discovered, will become immediately due and owing to us.

10. **Mitigation:** During any period of disability an insured employee must make reasonable efforts to:

- Facilitate their own recovery, including participation in any reasonable and customary treatment program (or rehabilitative program) or acceptance of any reasonable offer of modified duties by the company.
- Retrain to qualify for a commensurate occupation, upon it becoming reasonably apparent that the employee will not be able to return to his/her regular occupation during the benefit period stipulated by the Company Agreement.
- Return to their regular occupation during the benefit period or to obtain commensurate occupation.
- Obtain other income.

A Reasonable and Customary treatment program is:

- Performed and prescribed by a medical practitioner and;
- Of the nature and frequency usually required for the condition involved and;
- Required in our opinion.

DATA PROTECTION

Our Data Protection Notice explains how we protect your privacy. This is an important notice which outlines how we will process the personal data of your employees and should be read before the submission of any personal data to us. To read our Data Protection Notice visit:

www.allianzcare.com/en/privacy.html

Alternatively, you can contact us on the phone to request a paper copy of our full Data Protection Notice.

+353 1 630 1301

If you have any queries about how we use your personal data, you can always contact us by email.

AP.EU1DataPrivacyOfficer@allianz.com

COMPLAINTS PROCEDURE

Our Helpline is always the first number to call if you have any comments or complaints. If we have not been able to resolve the problem on the telephone, please email or write to us at:

+353 1 630 1301

client.services@allianzworldwidecare.com

Allianz Care, 214 King St. W., Suite 412, Toronto, ON, M5H 1K5, Canada.

We will handle your complaint according to our internal complaint management procedure detailed at:

www.allianzcare.com/en/complaints.html

You can also contact our Helpline to obtain a copy of this procedure.

DEFINITIONS

The following definitions apply to the benefits included in the company Group Life and Disability Plan and to some other commonly used terms. The benefits that insured persons are covered for are listed in their Table of Benefits. Wherever the following words/phrases appear in this document and the Table of Benefits they will always be defined as follows:

A

Accident is a sudden, unexpected event which causes injury and is due to a cause external to the insured person. The cause and symptoms of the injury must be medically and objectively definable, allow for a diagnosis and require therapy.

Actively at work means that the insured employee is:

a) Working and;
b) Carrying out all duties of his/her own occupation and;
c) Not working contrary to medical advice.

Automatic Acceptance Limit (AAL) is a predefined limit on the maximum sum that can be insured per eligible person without medical underwriting being required. The automatic acceptance limit is set out in the Company Agreement and may be revised each year. The company will be informed of any changes to the automatic acceptance limit in writing.

C

Commencement date refers to the start date of the insurance year as specified in the Company Agreement.

Commencement date of cover is the date that cover begins under the company plan for the insured person.

Company is the employer whose name is mentioned in the Company Agreement.

Company Agreement is the agreement we have with the company, which allows eligible persons to be insured with us. This agreement sets out who can be covered, when cover begins, how it is renewed and how premiums are paid.

Cost of living Adjustment is the agreed percentage increase (as set out in the Schedule to the Company Agreement) in the amount of benefits paid in respect of Long Term Disability claims to be applied for the insurance year, subject to the maximum benefit limits as set out in the Table of Benefits and to the terms and conditions of the Company Agreement.

D

Deferred period (Disability benefits) is a period of time commencing from the first date of certified sick leave due to an accident or illness, during which the insured person is not entitled to payment for disability benefits. Benefits subject to deferred periods will be specified in the Table of Benefits.

Dependent is an insured employee's spouse or partner (including same sex partner) and/or unmarried children (including any step, foster or adopted children) financially dependent on the insured employee up to the day before their 18th birthday; or up to the day before their 24th birthday if in full time education, and also named on the company plan.

E

Eligible persons are employees of the company who are:

a) Under the term age of cover as set out in the Company Agreement and;
b) Actively at work with the company and;
c) Not working contrary to medical advice.

Eligible persons who are not at work due to certified sick leave or disability at the commencement date of the Company Agreement or the commencement date of cover will be admissible after completing two months of employment as per their contract of employment.

End date refers to the end date of the insurance year as specified in the Company Agreement.

G

Gross annual salary is the annual salary amount before any deduction for income tax. It includes contractual bonuses and commission earned. However, other insured person benefits such as cars, living accommodation, overtime or discretionary bonuses are not included. Where a weekly rate is provided the rate will be multiplied by 52 to yield the gross annual salary or in the case of a day rate, that rate will be multiplied by 5 to yield a weekly rate and thereafter by 52 for the gross annual salary.

I

Insurance Year is the period between (and inclusive of) the commencement date and the end date, as specified in the Company Agreement.

Insured employee is an eligible person identified by the company to us, who is covered under the terms of the Company Agreement and for whom the company has paid the appropriate premium.

Insured person is an insured employee and their dependents identified by the company to us and for whom the company has paid the appropriate premium.

M

Material and substantial duties are duties that are normally required for the performance of an occupation and cannot be reasonably omitted or modified.

Medical practitioner is a physician who is licensed to practice medicine under the law of the jurisdiction in which treatment is given and where he/she is practicing within the limits of his/her license.

O

Other income includes:

- Any disability benefits the insured employee is entitled to receive from government entities or another insurance company or his/her employer.
- Any income from a professional activity.

One single event is an accident or natural disaster with a maximum period of time of 72 hours. In the case of a natural disaster, if the disturbances last more than 72 consecutive hours, several events shall be taken into consideration, each one for a maximum period of time of 72 hours. The One Single Event limit is stated in the Table of Benefits.

However,

1. In case of tornado, hurricane, cyclone or tempest, claims shall be related to One Single Event if they are linked to the same atmospheric disturbance.
2. In case of earthquake, volcanic eruption or tidal wave, claims shall be related to One Single Event if the epicenter is unique and shared.

Own occupation is the occupation of the insured employee at the time of death (for Life and Accidental Death cover) or dismemberment (for Accidental Dismemberment cover), or at the time of certified sick leave (for Short Term Disability cover).

S

Spouse refers to a person who is either:

a) the person who is legally married to you; or
b) a person with whom you have cohabited in a conjugal relationship for a continuous period of 12 months; or
c) in a civil union with you as defined by the Civil Code of Quebec; or
d) your registered domestic partner in Nova Scotia; or
e) the biological or adoptive father or mother of at least one of your children.

Suited occupation is an occupation the insured employee is reasonably suited for, based on their education, skills and experience.

Sum insured is the maximum amount that we will pay in the event of a claim, in accordance with the Company Agreement. Details of the sum insured are specified in the Table of Benefits.

T

Terminal illness refers to an advanced or rapidly progressing incurable illness, where in the opinion of an attending medical practitioner and our medical director, the insured employee's life expectancy is no greater than 12 months.

Term age is the age limit of the insured person as stated in the Company Agreement after which cover expires.

W

We/Our/Us Is Allianz Care.

EXCLUSIONS

Life benefits will not be paid if the death was as a result of:

Participation in war or criminal acts
Active participation in war, riots, civil disturbances, terrorism, criminal acts, illegal acts or acts against any foreign hostility, whether war has been declared or not.

Intentionally caused diseases, self-inflicted injuries or suicide
Intentionally caused diseases or self-inflicted injuries, including suicide, within one year of the enrolment date of the policy.

Chemical contamination and radioactivity
Chemical or biological contamination, radioactivity or any nuclear material whatsoever, including the combustion of nuclear fuel.

Passive war risk
a) Being in a country, where the Canadian government has recommended their citizens to leave (this criteria will apply regardless of the insured person's nationality) and advised against 'all travel' there; or

b) Travelling to or staying, for a period of more than 28 days per stay, in a country or an area where the Canadian government advise against all but essential travel;

The Passive War Risk exclusions apply regardless of whether the claim arises directly or indirectly as a consequence of war, riots, civil disturbances, terrorism, criminal acts, illegal acts or acts against any foreign hostility, whether war has been declared or not.

Accidental Death, Accidental Dismemberment, Short or Long Term Disability benefits will not be paid if the Accidental Death, Accidental Dismemberment, Short or Long Term Disability was as a result of any of the exclusions listed for Life benefits or any of the following additional exclusions:

Substance abuse
Alcohol, solvent or drug abuse. Drug abuse will include the abuse of prescribed, non-prescribed, legal or illegal drugs.

Flying in an aircraft
Flying in an aircraft, including helicopters, unless the insured person is a passenger and the pilot is legally licensed, or is a military pilot and has filed a scheduled flight plan when required by local regulations.

Talk to us, we love to help!

If you have any queries, please do not hesitate to contact us:

24/7 Helpline for general enquiries

English:	+353 1 630 1301
German:	+353 1 630 1302
French:	+353 1 630 1303
Spanish:	+353 1 630 1304
Italian:	+353 1 630 1305
Portuguese:	+353 1 645 4040

Toll free numbers: www.allianzcare.com/toll-free-numbers

Please note that in some instances the toll-free numbers are not accessible from a mobile phone. In this case, please dial one of the Helpline numbers listed above.

Calls to our Helpline will be recorded and may be monitored for training, quality and regulatory purposes. Please note that only the policyholder (or an appointed representative) or the Group Scheme Manager can make changes to the policy. Security questions will be asked of all callers to verify their identity.

Email: client.services@allianzworldwidecare.com

Fax: + 353 1 630 1306

www.allianzcare.com/canada

www.facebook.com/allianzcare

www.youtube.com/user/allianzworldwide

www.linkedin.com/company/allianz-care

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