

Throughout this form, Benefits by Design is referred to as BBD.

Please complete this form and sign the Employer Participation Agreement & Group Insurance Application before submitting this application for group insurance coverage. In addition, please attach a copy of the chosen plan design.

Sold Plan Combination Number

Requested Plan Effective Date (mm/dd/yyyy)

## SECTION 1: EMPLOYER INFORMATION

Legal Name of Employer			Trade Name of Employer (if applicable)		
What name should appear on your booklets and/or benefit cards? Legal Name      Trade Name      Other (specify):					
Business Address				City	
Province	Postal Code	Phone Number	Fax Number		

## Plan Administrator

Plan Administrator Name	Plan Administrator Email
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## Type of Business

Nature of Business	Length of Time in Business	Sponsoring Association (if applicable)
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## Affiliated Companies

Subsidiaries or affiliates to be included:

Is a separate billing division required?      Yes      No  
 Is the affiliate company name to show on the ID card?      Yes      No  
 Is the Plan Administrator contact for this affiliate the same as above?      Yes      No  
 If no, please provide the Plan Administrator's information below.

## Affiliated Company Plan Administrator

Plan Administrator Name	Plan Administrator Email
Affiliated Company Business Address	Affiliated Company Phone Number

# GROUP INSURANCE MASTER APPLICATION

## Additional Information

Is this organization classified as not-for-profit?    Yes    No  
 Are there any employees in Canada on a work visa/permit?    Yes    No  
 Are there any independent contractors to be included?    Yes    No  
 Are all employees covered by the Worker's Compensation Board (WCB)?    Yes    No

## Previous Insurance Coverage (include all EP3 statements with this application)

Name of Previous Insurer	Policy Number	Termination Date (mm/dd/yyyy)
Benefits Previously Insured — check all benefit(s) that were in-force with previous insurer(s):		
Life Insurance	Long Term Disability	Extended Health Care (EHC)
Dependent Life Insurance	Short Term Disability	Dental Insurance
AD&D Insurance	Critical Illness Insurance	Other (specify): _____

## SECTION 2: EMPLOYEE INFORMATION

What is the minimum number of hours worked per week by an employee to be eligible for coverage? \_\_\_\_ hours

**Note:** For insured benefits, BBD requires employees work a minimum of 20 hours per week.

How many employees are eligible for this plan? \_\_\_\_ employees

Number of Employees Participating in Plan: \_\_\_\_ employees

Participation Requirement:    100%    75%

**Note:** 100% participation is required if the group has less than 10 employees or if the group has more than 10 employees and the employer contributes 100% to overall premiums. 75% participation is required if the group has more than 10 employees and the employees are required to pay a portion of the total premium.

## Employee Waiting Period

Months of continuous employment required for participation in this plan: \_\_\_\_\_ months  
 Waiting period applies to:    Present and future employees    Future employees only

**Note:** If the waiting period is less than three months, special approval is required.

## Employees on Disability (as of requested plan effective date)

Are any employees currently on leave or not actively at work due to illness or injury?    Yes    No  
 If yes, please complete the information below.

Full Name of Employee	Date Last Worked (mm/dd/yyyy)	Expected Return Date (mm/dd/yyyy)	Nature of Disability

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## Employees with Extended Health Care (EHC) Claims

Are you aware of any employees or dependents within Canada with Extended Health Care (EHC) claims exceeding \$10,000 per year?    Yes (specify below)    No

## SECTION 3: PREMIUM CONTRIBUTIONS

The employer must pay at least 50% of the total premium (excluding Long Term Disability) for this plan – not necessarily 50% of the premium of each benefit. In order for Short Term

Disability and Long Term Disability benefits to be received by the employees on a non-taxable basis, all employees must pay 100% of the premium for these benefits.

Applicable federal taxes will be collected and remitted on behalf of the employer and the employee to the appropriate parties. Amounts remitted will be in accordance with the current regulations relative to the Federal and Provincial guidelines and will apply for the duration of the contract.

For groups with employees in Quebec, Green Shield Canada (GSC) is second payor to RAMQ, regardless of whether or not the employee has opted out of RAMQ coverage. Once an employee opts out of RAMQ, GSC will only pay the non- RAMQ portion, meaning their claim would not be fully reimbursed. This only applies once the individual turns 65.

Check the benefits below that will be part of the plan and indicate the percentage of premium paid by the employee and employer.

Benefits (check if insured)	Premium Paid by Employee	Premium Paid by Employer
Life Insurance	%	%
Dependent Life Insurance	%	%
Accidental Death and Dismemberment (AD&D)	%	%
Short Term Disability (STD)	%	%
Long Term Disability (LTD)	%	%
Critical Illness Insurance	%	%
Extended Health Care (EHC)	%	%
Dental Insurance	%	%
Employee Assistance Program (EAP)	%	%
Virtual Care	%	%
Diagnostic Specialist Access Insurance (DSAI)	%	%
Group Travel Insurance (through AwayCare)	%	%

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Benefits (check if insured)	Premium Paid by Employee	Premium Paid by Employer
Spending Account (Health/Wellness/Personal)	Please complete the <a href="#">Standalone® Addendum</a> or <a href="#">Green Shield Canada (GSC) Addendum</a> , as applicable.	
Administrative Services Only (ASO)	Please complete the <a href="#">Green Shield Canada (GSC) Addendum</a> for Non-Budgeted ASO or the <a href="#">ASOnly Addendum</a> for Budgeted ASO.	
<b>Note:</b> BBD's Cost Plus Program is available to groups with a base insured Extended Health Care (EHC) and/or Dental Insurance plan. To add Cost Plus to your benefits plan, please complete the <a href="#">Cost Plus Addendum</a> .		

## SECTION 4: PRE-AUTHORIZED DEBIT PLAN (PAD)

Please complete this Section if you would like to set up a Pre-Authorized Debit (PAD) plan with BBD to have variable premium amounts automatically withdrawn from your account.

I (we) authorize BBD to withdraw the variable amount due on my billing statement from my financial institution commencing on the 1st day of each month following the effective date of the group insurance policy.

Use the initial premium cheque for PAD setup, OR;

PAD is to be used for the premium, beginning at transfer of sale

**Note:** If PAD is to be used for the first premium, a blank void cheque must be submitted with this application.

## SECTION 5: ADDITIONAL NOTES

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## SECTION 6: EMPLOYER PARTICIPATION AGREEMENT & GROUP INSURANCE APPLICATION

In connection with this Group Insurance Master Application, any applicable addendums and accompanying Schedule of Benefits (collectively, the "Application"), the employer named in the Application ("Employer") hereby agrees to, and accepts to be bound by, the following terms and conditions (these "Terms and Conditions").

These Terms and Conditions shall govern Employer's application for coverage under the Plan (as defined below) and its ongoing participation in the Plan.

I have reviewed and agree to **Section 7: Terms and Conditions on the Sale of a Benefits Plan** outlined on pages 6 – 9 of this application.

I have reviewed and agree to **Section 8: Terms and Conditions for Pre-Authorized Debit (PAD) Plan.**

I agree that a deposit amount of \$\_\_\_\_\_ payable to BBD has been submitted with the application and will be applied as payment towards the first monthly premium once coverage has been approved.

**Full Name & Title of Signing Officer (please print)**

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**Signature of the Employer**

**Date of Signature** (mm/dd/yyyy)

X \_\_\_\_\_

\_\_\_\_\_

**Signature of the Witness**

**Date of Signature** (mm/dd/yyyy)

X \_\_\_\_\_

\_\_\_\_\_

**Signature of Insurance Advisor**

**Date of Signature** (mm/dd/yyyy)

X \_\_\_\_\_

\_\_\_\_\_

# GROUP INSURANCE MASTER APPLICATION

## SECTION 7: TERMS AND CONDITIONS ON THE SALE OF A BENEFITS PLAN

These Terms and Conditions shall govern Employer's application for coverage under the Plan (as defined below) and its ongoing participation in the Plan:

- A. Employer has submitted to Benefits by Design ("BBD") the Application for coverage under the group insurance plan named in the Application (the "Plan").
- B. Employer declares that, to the best of its knowledge and belief, all statements, information, responses, disclosures, answers and representations contained in the Application are full, complete, true and correct as of the date signed. All future statements, information, responses, disclosures, answers and representation given by Employer to BBD and the Plan insurers in respect of the Plan shall be complete, true and correct at the time made and given.
- C. Employer agrees and undertakes to immediately notify BBD in writing should there be any change in the statements, information, responses, disclosures, answers or representations contained in the Application or in any subsequent delivered information given to BBD or the Plan insurers in respect of the Plan.
- D. Employer acknowledges and agrees that a deposit in the amount specified in the Application payable to BBD has been submitted with the Application, and that such deposit shall be applied by BBD as a payment by Employer towards the first monthly premium for the Plan or claims under the Plan (at BBD's sole discretion) once coverage under the Plan is approved by the Plan insurers. If coverage is not approved, the said deposit shall be returned to Employer and thereafter no further contractual relationship shall exist between BBD and Employer in respect of the Plan, unless a subsequent application is submitted.
- E. Employer understands and agrees that all forms, documents, group records, employee records, reports and other materials used in the administration of the Plan, whether created by Employer or BBD, and regardless of format (whether written, electronic or otherwise) ("Records"), are the property of BBD. It is a requirement of each of the Plan insurers and other applicable law that all Records be retained by BBD in a manner and for the time periods prescribed by such insurers and applicable law. Upon the request of BBD, at any time, and from time to time, Employer shall deliver to BBD copies of all Records in its possession and control. In addition, Employer understand and agrees that BBD shall collect, use and disclose personal information of Employer's employees and the personal information of the dependents and beneficiaries of such employees in accordance with BBD's privacy policy in effect from time to time. BBD may participate in direct marketing to employees of Employer if such employees agree to receive commercial electronic messages from BBD.
- F. Employer acknowledges that all licensed insurance agents involved in the sale and/or servicing of the Plan will be entitled to receive commissions and/or servicing fees from the insurers underwriting the Plan. These fees are included as part of BBD's invoices, unless otherwise specified.

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## SECTION 7: TERMS AND CONDITIONS ON THE SALE OF A BENEFITS PLAN (CONTINUED)

G. Employer agrees to abide by and be subject to all of the terms, conditions, rules, regulations, policies and other provisions in respect of the Plan as set out in the Master Group Contracts, including any additions or amendments thereto, copies of which are available to view at the offices of BBD on reasonable prior written request and during normal business hours. The Master Group Contracts may be subject to revision from time to time as may be required by the Plan insurers, which revisions may be implemented from time to time without notice to, or the consent of, Employer. In the event of any inconsistency between any term, covenant, or condition in the Application or these Terms and Conditions, on the one hand, and the provisions of the Master Group Contracts, on the other, the provisions of the Master Group Contracts shall control and govern.

H. Employer acknowledges that certain contractual and administrative conditions exist regarding coverage under the Plan with respect to, among other things, Employer eligibility, employee eligibility, employee participation, waiting periods, effective dates of coverage, evidence of insurability, pre-existing conditions, and eligibility of late applicants, as set out in the Master Group Contracts, and Employer irrevocably and unconditionally accepts and agrees to be subject to these conditions.

I. Employer agrees to, and does hereby, indemnify and save harmless BBD and its directors, officers, employees, shareholders, Plan insurers, agents and representatives (each, an "Indemnified Party") from and against, and agrees to pay to the Indemnified Parties, any and all claims, liabilities, obligations, deficiencies, damages, penalties, fines, assessments, settlement payments, taxes and associated costs and expenses (including legal expenses), whether or not involving a third party claim, incurred or sustained by any Indemnified Party, directly or indirectly, based upon, relating to, arising out of, with respect to, or by reason of: (i) Employer, any employee of Employer or any insurance agent acting on behalf of Employer having supplied inaccurate, incomplete, or false information to BBD or any Plan insurer, or (ii) Employer failing to observe any terms or conditions of the Employer Participation Agreement (including in the Application, these Terms and Conditions and the provisions of the Master Group Contracts binding on Employer).

J. Employer agrees that (i) in no event shall BBD be liable to Employer or to any third party for any loss of use, loss of revenue, loss of profit or for any consequential, incidental, indirect, exemplary, special, aggravated or punitive damages, whether arising out of breach of contract, tort (including negligence) or otherwise, and regardless of whether any such damages were foreseeable and whether or not Employer has been advised of the possibility of any such damages; and (ii) in no event shall BBD's total liability arising out of or related to the administration of the Plan and the Employer Participation Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amount of the Administration Fee paid to BBD in the six (6) month period preceding any claim.

K. Other than as specifically set out in the Employer Participation Agreement, BBD disclaims all warranties and conditions, either express, implied, statutory, or otherwise in respect of the Plan to the greatest extent permitted by applicable law.

# GROUP INSURANCE MASTER APPLICATION

## SECTION 7: TERMS AND CONDITIONS ON THE SALE OF A BENEFITS PLAN (CONTINUED)

L. Employer agrees that with respect to BBD's confidential and non-public information ("Confidential Information"), Employer may receive or have access to Confidential Information during the course of Employer's participation in the Plan. During the term of Employer's coverage under the Plan and thereafter, Employer shall not: (i) disclose BBD's Confidential Information except (A) to Employer's personnel and employees and their dependents who need to know the Confidential Information in order for them to receive coverage under the Plan; or (B) as required by applicable law, legal process or a governmental authority; or (ii) use any of BBD's Confidential Information except as may be necessary in the course of carrying out Employer's obligations under the Plan.

M. The Employer Participation Agreement (including these Terms and Conditions), shall continue to be binding on Employer until coverage under the Plan is terminated or discontinued and for such additional periods as set out in section P of these Terms and Conditions. Employer's coverage under the Plan may be terminated or discontinued if: (i) Employer commits a breach of any of the provisions of the Employer Participation Agreement (including (A) the Master Group Contracts, and (B) these Terms and Conditions) and either the breach cannot be cured or, if the breach can be cured, it is not cured by Employer within fifteen (15) days following the Employer's receipt of notice of such breach; (ii) Employer fails to pay any BBD invoices or any premiums or other charges under the Plan when due; (iii) Employer, any employee of Employer or any insurance agent acting on behalf of Employer has supplied inaccurate, incomplete, or false information to BBD or any Plan insurer; or (iv) as mandated under the Master Group Contracts.

N. Upon termination or discontinuance of coverage under the Plan: (i) BBD shall issue Employer a final invoice up to the date of termination or discontinuance of coverage, and the provisions of these Terms and Conditions shall apply to such final invoice; and (ii) the obligations and agreements of Employer under (A) sections D, F, G, I, K, L, M, N, P and R through to and including U of these Terms and Conditions, and (B) the applicable provisions of the Master Group Contracts which are expressed to survive termination or discontinuance of coverage under the Plan, shall, in each case, survive any termination or discontinuance of coverage under the Plan and shall continue in full force and effect in accordance with their respective terms.

O. BBD shall not be liable or responsible to Employer, nor be deemed to have defaulted or breached any of its obligations to Employer under the Employer Participation Agreement, for any failure or delay on the part of BBD in fulfilling or performing any of its obligations under the Employer Participation Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of BBD.

P. The Employer Participation Agreement (including these Terms and Conditions) and the relationship between BBD and Employer in respect of the administration of the Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule other than those of the Province of Ontario. Employer irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario to resolve any dispute which may arise with BBD concerning the Plan and the Employer Participation Agreement (including these Terms and Conditions). Employer irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against BBD in any way arising from or relating to the Plan and the Employer Participation Agreement (including these Terms and Conditions) in any forum other than the courts of the Province of Ontario.



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## SECTION 7: TERMS AND CONDITIONS ON THE SALE OF A BENEFITS PLAN (CONTINUED)

Q. Employer agrees that a final judgment in any such action, litigation or proceeding commenced in the courts of the Province of Ontario is conclusive and may be enforced in any other jurisdictions in any manner provided by law.

R. The Employer Participation Agreement (including these Terms and Conditions), constitutes the sole and entire agreement between Employer and BBD with respect to Employer's participation in the Plan and BBD's administration of the Plan, and there are no other agreements, representations, conditions and warranties, written and oral, regarding such subject matter. These Terms and Conditions shall not be amended, altered or qualified except by an instrument in writing signed by both BBD and Employer; provided that, these Terms and Conditions may be amended by BBD if required by the terms of the Master Group Contracts or otherwise required by the Plan insurers. Employer's ongoing participation in the Plan shall constitute its acceptance of any such amendment by BBD.

S. Except with respect to (i) the indemnification obligations in favour of the Indemnified Parties, and (ii) the Plan insurers, the Employer Participation Agreement (including these Terms and Conditions) benefits solely BBD and Employer and their respective successors, heirs, executors, legal representatives, administrators and permitted assigns, and nothing herein or therein, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

T. No failure or delay on the part of BBD in exercising any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial waiver or exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

U. Employer shall not assign the Employer Participation Agreement (including these Terms and Conditions) or any of its rights or obligations hereunder or thereunder without the prior written consent of BBD. Subject to the foregoing, the Employer Participation Agreement (including these Terms and Conditions) shall enure to the benefit of and be binding upon Employer and BBD and their respective successors, heirs, executors, legal representatives, administrators and permitted assigns, as the case may be.

V. Unless otherwise specified, all references to monetary amounts in the Application and these Terms and Conditions are expressed in the currency of Canada and all amounts payable pursuant under the Plan and the Employer Participation Agreement shall be paid in Canadian currency. The term "Canadian Dollars" and the symbol "\$" each means lawful money of Canada. In the Employer Participation Agreement (including these Terms and Conditions), pronouns in masculine, feminine, and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. The term "including" means "including without limitation".

# GROUP INSURANCE MASTER APPLICATION

## SECTION 8: TERMS & CONDITIONS FOR PRE-AUTHORIZED DEBIT (PAD) PLAN

"I (We) acknowledge that this Authorization is provided for the benefit of the Payee and The Royal Bank and is provided in consideration of The Royal Bank agreeing to process debits against my account in accordance with the Rules of the Canadian Payments Association."

"I (We) warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement."

"I (We) hereby authorize BBD to draw on the Payor's account number, through debit, in paper, electronic, or other form, according to the Pre-authorized Debit Authorization and that, unless otherwise indicated, these services are for business."

"This Authorization may be cancelled at any time upon notice by the Payor. I (We) acknowledge that, in order to revoke this Authorization, I (We) must provide notice or revocation to BBD 10 working days prior to the next due date of the Pre-Authorized Debit. I (We) may obtain a sample cancellation form, or more information on my (our) right to cancel a PAD Agreement at my (our) Financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca)."

"I (We) acknowledge that provision and delivery of this Authorization to BBD constitutes delivery by the Payor to The Royal Bank. Any delivery of this Authorization to you constitutes delivery by the Payor."

"I (We) undertake to inform BBD, in writing, of any change in the account information provided in this Authorization 10 working days prior to the next due date of the Pre-Authorized Debit (PAD)."

"I (We) acknowledge that The Royal Bank is not required to verify that a PAD has been issued in accordance with the particulars of the Payor's Authorization including, but not limited to, the amount."

"I (We) acknowledge that The Royal Bank is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by BBD as a condition to honouring a PAD issued or caused to be issued by BBD on the Payor's account."

"Revocation of this Authorization does not terminate any contract for goods or services that exists between the Payor and BBD the Payor's Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged."

"I (We) have certain recourse rights if any debit does not comply with this agreement. For example, I (we) have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my (our) recourse rights, or obtain a form for a Reimbursement Claim, I (we) may contact my (our) financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca)."