

12.10 PAYMENT OF CLAIMS

The benefit payable for Loss of Life will be payable in accordance with Section 10.

Unless otherwise specified herein:

- (a) any accrued other benefits payable but unpaid at the Insured Employee's death will be paid to the Insured Employee's estate; and
- (b) all other benefits are payable to the Insured Employee, whether for a Loss incurred by the Insured Employee or another Insured Person.

**SECTION 13
ADDITIONAL PROVISIONS**

13.1 CURRENCY

All moneys payable under this contract are payable in the lawful money of Canada unless otherwise stated.

13.2 ASSIGNMENT

The Policyholder cannot assign this contract without the consent of the Policyholder.

Neither the insurance provided hereunder nor benefits payable hereunder may be assigned.

13.3 NON-PARTICIPATING

Neither the Policyholder nor any Insured Employee is entitled to share in the profits or surplus of the Company.

13.4 GOVERNING LAW

The relationship between the Company and the Policyholder shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The relationship between the Company and any Insured Employee shall be subject to the laws of the Insured Employee's Canadian province or territory of residence at the time his or her insurance coverage hereunder comes into effect.

13.5 NOT IN LIEU OF WORKMEN'S COMPENSATION

This contract is not in lieu of and does not affect any requirement for coverage under Workmen's Compensation legislation or similar law.

13.6 COLLECTIVE AGREEMENT AND THIS CONTRACT

This contract shall take precedence in the event of an inconsistency between this contract and any collective agreement which applies to the Insured Employee and to which the Policyholder or the Employer is a party.

In Witness Whereof, the AMERICAN HOME ASSURANCE COMPANY has caused this contract to be signed by its Chief Agent for Canada

CONFIDENTIAL
Downloaded by:

Jonathan Leibtag
Jonathan Leibtag
President

Elizabeth M. Tuck
Elizabeth M. Tuck
Secretary

Storkin manes #19
Storkin manes #19
Project West
5/8/2013 1:09:09 PM
Chief Agent for Canada or Authorized Representative

**SCHEDULE 5.12
BENEFIT PLANS**

J.S.N. JEWELLERY INC. AND LOAN PARTIES

1. GENERAL BENEFITS

[see attached summaries of benefits]

BEN MOSS JEWELLERS WESTERN CANADA LTD.

1. GENERAL BENEFITS

2. ONE SOURCE PROGRAM (FOR PERSONAL PROBLEMS AND EMOTIONAL DIFFICULTIES)

[see attached summaries of benefits]

EMPLOYEE BENEFITS BOOKLET



INTRODUCTION

Your employer has entered into an agreement with **The Empire Life Insurance Company (Empire Life)** to provide you with a plan of group insurance benefits.

This information booklet has been prepared in order to give you an informal summary of the benefits and provisions of your Plan. It does not constitute the group Policy and is not a contract of insurance, nor does it confer or grant any contractual or other rights. All rights under this Plan will be governed solely by the provisions of the master Policy and by applicable law.

In the event of any discrepancy between this booklet and the group Policy, the terms and provisions of the group Policy apply.

The booklet contains important information concerning your group insurance coverage. As at the print date, this is the most current version of your group insurance benefits and replaces any previous booklet.

Should you have any questions, please contact your plan administrator or Empire Life at group.csu@empire.ca or Toll free 1-800-267-0215.

FOR OWNERS/MANAGEMENT OF:

J.S.N. JEWELLERY INC.

POLICY NUMBER: G9261-001

Arranged by: **W C McLaughlin Ltd**
Irvine Murphy

Print date: October - 2012

SCHEDULE OF BENEFITS

Eligibility:	3 month(s) continuous employment
	BASIC LIFE
Benefit:	1 times Annual Salary
Maximum Benefit:	\$500,000
No Evidence Limit:	Under age 65, evidence of insurability is required for amounts in excess of \$180,000. Age 65 and over, evidence of insurability is required for amounts in excess of \$90,000.
Reduction:	Reduces by 50% at age 65.
Termination:	Age 70 or prior retirement.
Waiver of Premium:	To age 65 or prior retirement.
Own Occupation Period:	Not Applicable.
Elimination Period:	180 days for the purposes of the Waiver of Premium Benefit.

OPTIONAL LIFE

Benefit:	Units of \$10,000
	The combined amount of Basic Life Insurance and Optional Life Insurance will not exceed a maximum of \$500,000.
No Evidence Limit:	Evidence of insurability is required for all amounts of Insurance.
Reduction:	Reduces by 50% at age 65.
Termination:	Age 70 or prior retirement.

SCHEDULE OF BENEFITS

ACCIDENTAL DEATH & DISMEMBERMENT

Benefit:	1 times Annual Salary
Maximum Benefit:	\$500,000
No Evidence Limit:	Under age 65, evidence of insurability is required for amounts in excess of \$180,000. Age 65 and over, evidence of insurability is required for amounts in excess of \$90,000.
Reduction:	Reduces by 50% at age 65.
Termination:	Age 70 or prior retirement.

OPTIONAL ACCIDENTAL DEATH & DISMEMBERMENT

Benefit:	Units of \$10,000
The combined amount of Basic Accidental Death & Dismemberment Insurance and Optional Accidental Death & Dismemberment Insurance will not exceed a maximum of \$500,000.	
No Evidence Limit:	Evidence of insurability is required for all amounts of Insurance.
Reduction:	Reduces by 50% at age 65.
Termination:	Age 70 or prior retirement.

SCHEDULE OF BENEFITS**DEPENDANT LIFE**

Benefit:	Spouse	\$10,000
	Child	\$5,000
Termination:	Employee's termination under the policy or employee's age 70 whichever is earlier.	

VITAL ASSIST HEALTH BENEFIT

Maximum Benefit Amount: (once per lifetime)	\$30,000 comprised of: - \$25,000 Lump Sum Health Benefit, and - \$5,000 Medical Expense Benefit
Medical Expense Benefit period:	Maximum of 12 months from the Date of Claim Eligibility
Termination Age:	Age 65 or prior retirement.

SCHEDULE OF BENEFITS

OPTIONAL SPOUSAL LIFE

Benefit:	Units of \$10,000
Maximum Benefit:	\$150,000
No-Evidence Limit:	Evidence of insurability is required for all amounts of Insurance.
Reduction:	Reduces by 50% at age 65
Termination:	Employee's termination under the policy or spouse's age 70 whichever is earlier.

OPTIONAL SPOUSAL ACCIDENTAL DEATH & DISMEMBERMENT

Benefit:	Units of \$10,000
Maximum Benefit:	\$150,000
No-Evidence Limit:	Evidence of insurability is required for all amounts of Insurance.
Reduction:	Reduces by 50% at age 65
Termination:	Employee's termination under the policy or spouse's age 70 whichever is earlier.

SCHEDULE OF BENEFITS

EXTENDED HEALTH BENEFITS

Benefit Period - 12 month period from January 1st to December 31st.

Survivor Benefit - 24 months.

Termination Age - Employee's age 70 or prior retirement.

For detailed descriptions and limitations for these benefits refer to the Extended Health Benefit section

The Company will pay for eligible services or supplies (up to the maximum outlined below or the **Reasonable and Customary Charge**, whichever less), for a Person Insured, that are **Medically Necessary** for the treatment of a Sickness or Injury.

Key: **Ref** – Doctor's referral required **Coins** – Coinsurance amount
Ded S/F – Single & Family deductibles **Max** – Maximums and other limitations

The insured(s) are covered for the following with an **unlimited** maximum, with any exceptions noted.

The overall combined deductible for EHB, per benefit period, is:
Single amount – \$0 **Family amount** – \$0

Drugs

	Coins	Ded S/F	Max
Wallet Card - Generic Prescription (Including Anti-Obesity Drugs). Plan will pay the Provincial Reasonable and Customary Dispensing Fee and the employee will pay the balance.	100%	\$0/\$0	

Incidental Health Expense Provision

	Coins	Ded S/F	Max
Single Coverage	100%		\$500 per benefit period
Family Coverage	100%		\$1,000 per benefit period

If applicable, the Benefit Period Maximum will be reduced in the initial Benefit Period proportionately to the number of months remaining in the calendar year.

SCHEDULE OF BENEFITS

Major Medical

	Coins	Ded S/F	Max
Accidental dental	100%		
Ambulance	100%		
Diagnostic tests	100%		\$500 per benefit period
Hearing aid	100%		\$500 per 60 consecutive months
Private duty nursing	100%		\$5,000 per benefit period
Routine eye exam, to age 18	100%		\$50 once per 12 consecutive months
Routine eye exam	100%		\$50 once per 24 consecutive months

Hospital Coverage

	Coins	Ded S/F	Max
Convalescent hospital	100%		
Semi private hospital room	100%		\$20 per day, 120 days per claim

SCHEDULE OF BENEFITS

Medical Supplies and Appliances

- Medical Supplies and Appliances require a Doctor's referral.
- If there is no maximum outlined below, the Company will pay the Reasonable and Customary Charge for eligible supplies and appliances that are Medically Necessary for the treatment of a Sickness or Injury, for a Person Insured.

	Coins	Ded S/F	Max
Apnea machine (CPAP)	100%		\$2,000 per 60 consecutive months
Apnea machine supplies	100%		
Apnea mask	100%		once per benefit period
Artificial eye; initial prosthesis	100%		once per lifetime
Artificial eye; repair & replacement	100%		\$1,000 per benefit period
Artificial limb; initial prosthesis	100%		once per lifetime
Artificial limb; repair & replacement	100%		\$1,000 per benefit period
Blood pressure monitor	100%		\$100 lifetime
Brace	100%		once per benefit period
Crutches	100%		
Custom Orthotics	100%		\$200 per benefit period
Diabetic monitor	100%		\$1,000 lifetime
External breast prosthesis	100%		once per benefit period
Hospital bed	100%		
Insulin pump	100%		\$4,000 per 60 consecutive months
Insulin pump supplies	100%		
IPP Breathing machine	100%		
Orthopaedic shoes	100%		\$200 per benefit period
Ostomy supply	100%		
Support hose	100%		\$100 per benefit period
Surgical bras	100%		twice per benefit period
TENS	100%		\$1,500 lifetime
Viscosupplementation	100%		\$600 per benefit period
Wheelchair; electric	100%		\$3,000 lifetime
Wheelchair; manual	100%		\$1,000 lifetime
Wigs, post-chemotherapy	100%		\$500 lifetime

SCHEDULE OF BENEFITS

Paramedical Practitioners

Provincial and territorial legislation specifies for each province or territory which paramedical practitioners are, or are not, regulated. In cases where the paramedical practitioner is not regulated, Empire Life has set the required level of education, training and/or professional affiliations.

We strongly recommend that you visit the Plan Member Web site at www.empire.ca prior to your visit to ensure that the paramedical practitioner possesses credentials acceptable to Empire Life.

- Chiropractor and Podiatrist have a combined maximum of \$350
- Physiotherapist and Occupational Therapist have a combined maximum of \$350

	Ref	Coins	Ded S/F	Max
Acupuncturist		100%		\$350 per benefit period
Chiropractist		100%		\$350 per benefit period subject to any combined maximum or limitation shown above
Chiropractor		100%		\$350 per benefit period
Clinical Psychologist		100%		\$350 per benefit period
Massage therapist	Yes	100%		\$350 per benefit period
Naturopath		100%		\$350 per benefit period
Occupational therapist		100%		\$350 per benefit period subject to any combined maximum or limitation shown above
Osteopath		100%		\$350 per benefit period
Physiotherapist		100%		\$350 per benefit period subject to any combined maximum or limitation shown above
Podiatrist		100%		\$350 per benefit period subject to any combined maximum or limitation shown above
Social Worker (MSW required)		100%		\$350 per benefit period
Speech therapist		100%		\$350 per benefit period

SCHEDULE OF BENEFITS

Vision

Maximums:

- Frames and Lenses (including Single Vision and Safety glasses), Bifocals, Trifocals, Laser Eye Surgery and Regular Contacts have a **combined maximum of \$150 per 24 consecutive months**
- Contact lenses - special (required for severe corneal scarring, keratoconus or aphakia) have a **maximum of \$200 per 24 consecutive months**

Coinsurance:

- **100%** on the covered procedures listed below except where otherwise noted

Deductible:

- There is no deductible on the covered procedures listed below

Covered Procedures:

- Bifocal glasses
- Contact lenses
- Contact lenses - special (required for severe corneal scarring, keratoconus or aphakia)
- Frames and Lenses (including Single Vision and Safety glasses)
- Laser eye surgery
- Trifocal glasses

SCHEDULE OF BENEFITS

Out of Province Coverage

Out of Province Emergency – \$5,000,000 lifetime maximum (combined)

- one period is 60 continuous days from the date of departure.
- Trip delay, Return of Dependant Children and Visit of Family Member have a combined maximum of \$5,000

	Coins	Ded S/F	Max
Emergency Charges for Other Eligible Medical Expenses	100%	\$0/\$0	
Emergency Hospital In-Patient Room Charges	100%	\$0/\$0	
Emergency Hospital Out-Patient Charges	100%	\$0/\$0	
Emergency Physicians Charges	100%	\$0/\$0	
Medical transport	100%	\$0/\$0	\$50,000 per emergency
Out of country	100%	\$0/\$0	
Repatriation of remains	100%	\$0/\$0	\$5,000 per emergency
Return of dependant children	100%	\$0/\$0	\$5,000 per emergency (combined)
Trip delay	100%	\$0/\$0	\$5,000 per emergency (combined)
Vehicle return	100%	\$0/\$0	\$1,000 per emergency
Visit of Family Member - travel/meals/accommodation	100%	\$0/\$0	\$5,000 per emergency (combined), \$150 per day

Out of Province Referral – \$15,000 lifetime maximum (combined)

	Coins	Ded S/F	Max
Out of province; referral; hospital	100%		\$150 per day
Out of province; referral; other	100%		
Out of province; referral; physician	100%		

SCHEDULE OF BENEFITS

DENTAL

Deductible Amount:	Single \$0 Family \$0
Coinsurance:	Basic Restorative, 100% Periodontics/Endodontics
Benefit Period Maximum:	Basic Restorative, \$1,500 Periodontics/Endodontics
Dental Fee Guide:	Current Dental Association Fee Guide for General Practitioners by Province of Residence - all provinces except Alberta. 1997 Alberta Dental Association Fee Guide for General Practitioners plus current inflationary adjustment as determined by the Company - province of Alberta.
Survivor Benefit:	24 months.
Benefit Period:	12 month period from January 1st to December 31st.
Dental Recall Frequency:	5 months (Please refer to LEGEND #2 and #17 under Basic Restorative)
Termination:	Employee's age 70 or prior retirement.

GENERAL PROVISIONS

ELIGIBILITY

You are eligible for coverage under this Plan if you:

- have satisfied the Eligibility Period;
- have not reached the Termination Age of each respective benefit as specified in the Schedule of Benefits; and
- are Actively at Work.

EVIDENCE OF INSURABILITY

If your written request for coverage is received within 31 days of being eligible, Evidence of Insurability will only be required for any amounts in excess of the respective No Evidence Limits, as specified on the Schedule of Benefits.

After you have become insured under the Plan, if the No Evidence Limit is increased, your coverage will be held at the No Evidence Limit in effect prior to the increase if:

- you did not provide Evidence of Insurability, or
- you provided Evidence of Insurability, however, the evidence provided resulted in coverage being declined.

Should your written request for coverage be received after 31 days of becoming eligible for coverage and the Policy is mandatory, premiums are payable from the date you became eligible. If however, the Policy is non-mandatory, you will be required to submit Evidence of Insurability for all insurance. Coverage will not become effective until evidence has been reviewed and approved. For further information, please see your Plan Administrator or your Personnel Department.

COORDINATION OF BENEFITS

If your Plan includes Extended Health, Dental, Medical Expense (Vital Assist Health Benefit Provision) or Health Care Spending Account Benefits and if either you or your dependants are entitled to benefits under this Plan and any other plan for the same expense, the amount payable will be co-ordinated and/or reduced under this Plan to ensure the total amount payable under all plans does not exceed the amount of the expense incurred. For further information, please see your Plan Administrator or your Personnel Department.

LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract (this Policy) is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

TERMINATION OF COVERAGE

Your benefits will terminate whenever one of the following first occurs:

- termination of employment; or
- premiums are not submitted on your behalf; or
- the Policy is terminated; or

you no longer satisfy one or more of the eligibility requirements above.

PAYMENT OF CLAIMS

Claim Filing

If you wish to claim for any benefit, please see your employer who will provide you with the correct forms and explain how you should file a claim. You should save all bills and original receipts for medical expenses as they will be required for proof of claim.

Whenever possible, you should promptly submit the completed claim form and any actual bills or receipts (**not photocopies**). EMPIRE LIFE should be notified within 31 days of any event which will give rise to a claim, or within 45 days whenever you are absent from work due to a disability.

Claim Submission Period

You have 90 days to submit the required proof of any death and disability claims. For dental and extended health claims, claim forms must be submitted within 365 days from the date the claim was incurred or within 90 days of Policy termination, whichever comes first. For Vital Assist Health Benefit claims, initial claim forms must be submitted within 9 months from your Date of Claim Eligibility and Medical Expense Benefit claims must be submitted within the Medical Expense Benefit Period or within 90 days after Benefit termination.

If your Plan includes a Health Care Spending Account (HCSA), claim forms must be submitted during the current Benefit Period (or Balance or Expense Carry Forward Period, if applicable, and subject to any HCSA Grace Period) or within 90 days after your termination or retirement under the Policy. If the Benefit terminates, no HCSA claims will be processed or paid after the termination date (unless claims are received at Empire Life prior to the date of termination).

For extended health claims incurred outside of your province of residence, you should first submit a claim to your provincial health plan, then submit a copy of the provincial health plan payment along with your claim form to EMPIRE LIFE.

However, should your Plan include Travel Emergency Assistance coverage and you have an emergency while travelling, 24 hour assistance is available by calling one of the phone numbers that appear on the back of your Wallet Card and identifying yourself by the information on the front of the card. An operator at Allianz Global Assistance will assist you.

Payment

Claims will be paid after the proof of claim is received. Any death benefit due will be paid to the named beneficiary, if living. Otherwise it will generally be paid to the estate. All other benefits will be paid as directed by you on the claim form. **Please note:** Under some circumstances, Extended Health Benefits and Medical Expense Benefits (Vital Assist Health Benefit) may not be payable until the Government Health Insurance Plan concerned has paid its' yearly maximum. Check with your Plan Administrator or your Personnel Department if you require further details.

ACCESS TO PERSONAL INFORMATION

At EMPIRE LIFE we create enrollment, medical and claims files in order to determine the amount of coverage you and/or your dependants (if applicable) are eligible for and to process any claims you or your dependants may incur. The information contained in these files, which is used by various departments, may allow you and/or your dependants to be identified. However, any file containing your medical status is accessible only to authorized individuals within our Medical Underwriting and Claims Departments.

Subject to the exceptions established by applicable law, you may request access to your files either in person, by showing proper identification at our Head Office, or by contacting our Head Office in writing with your request. You have the right to rectify any information which is incorrect (dependent on the circumstance, proof may be required) in your file and also to have any information reproduced and transmitted to you for a reasonable charge. If you prefer, you may contact your Group Office with your request and they will communicate your request to our Head Office in Kingston, Ontario. Telephone numbers and mailing addresses of both Head Office and your Group Office can be obtained from your Administrator.

You may request a copy of your group insurance enrollment form or application and any record or written statement not otherwise part of the application that you provided to Empire Life as evidence of insurability. On reasonable notice you may also request a copy of the group insurance Policy. First copies will be provided at no cost to you but a fee may be charged for subsequent copies.

LIFE INSURANCE BENEFIT

AMOUNT OF INSURANCE

The amount of your Basic Life Insurance coverage is described on the Schedule of Benefits page. You may be required to submit Evidence of Insurability. If you are, you will only be insured for the No Evidence Limit until the evidence is approved.

You may, at your option, purchase Optional Life Insurance as outlined on the Schedule of Benefits page. Your Plan administrator can tell you the cost of this optional coverage.

If you are interested, you will be asked to complete a statement of health form and your optional insurance will only be effective when EMPIRE LIFE approves the evidence of health you have provided.

DEATH BENEFIT

The amount of life insurance for which you are covered will be payable upon your death to your last named beneficiary.

APPOINTMENT OF BENEFICIARY

Your beneficiary will be as designated in your individual application for group insurance, or, if applicable, as designated under your previous carrier's coverage. If your designation is carried over from your previous carrier's coverage we recommend you review the existing designation to ensure it reflects your current intention. The most recent designation will apply.

You may name anyone you please as your beneficiary, and you may change your beneficiary at any time, subject to the laws of your province by filing written notice with EMPIRE LIFE. If you do not appoint a beneficiary or if your beneficiary predeceases you, the death benefit will be payable to your estate.

WAIVER OF PREMIUM

If you become Totally Disabled, as defined below, you may qualify to have your life insurance continue until you reach age 65 without payment of any premiums. To be eligible, you must be disabled before your 65th birthday or your retirement, whichever occurs first, and you must have been unable to work throughout the Elimination Period as shown in the Schedule of Benefits before the premium will be waived.

"Total Disability/Totally Disabled" means during the Elimination Period and the Own Occupation Period, if any, as shown on the Schedule of Benefits page, such a continuous state of incapacity resulting from injury or sickness that you will be completely prevented from performing the essential duties pertaining to your own occupation. Other than during the Own Occupation Period, if any, it means such a continuous state of incapacity resulting from injury or sickness that you will be completely prevented from engaging in any gainful occupation or from performing any work for remuneration or profit for which you are reasonably fitted by education, training or experience.

LIVING BENEFIT

If you are under age 62 and suffer a terminal illness from which death is expected within 24 months and you have been approved for the Waiver of Premium Benefit above, you may qualify for a Living Benefit. A Living Benefit is an advance payment of a portion of the amount of your Basic Life coverage described on the Schedule of Benefits page.

The Living Benefit consists of 50% of the amount of your Basic Life coverage to a maximum of \$50,000.

Upon your death, the Death Benefit will equal the sum insured on your date of death less the Living Benefit paid and the interest accrued on the Living Benefit.

CONVERSION PRIVILEGE

Should you leave your Employer's service while the Group Policy is in force or turn 65 years old, you may arrange to convert that portion of your Life Insurance, without medical examination, to an individual policy of any one of the standard level premium Life, Term to Age 65 or One Year Term plans then being issued by EMPIRE LIFE, provided application for the converted policy is made within 31 days of termination of employment. The amount will be limited to the lesser of:

- a) the amount of your Life Insurance to a maximum of \$200,000 (or the amount required by provincial legislation, if applicable); and
- b) the difference between your amount of Life Insurance in effect upon termination and the amount of life insurance for which you are or become eligible for within the 31 day conversion period.

EXCLUSIONS

No Optional Benefit is payable if death is a result of suicide and occurs within two years of this coverage becoming effective or within two years of the effective date of any increase in the Optional Benefit.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Definitions

Where used in this Provision,

"Accident" will mean a single, sudden, violent, unintended, unexpected, external event that causes a Loss, independent of any other cause.

"Amount of Insurance" will be the amount of Accidental Death and Dismemberment Benefit as shown on the Schedule of Benefits.

"Loss" will mean:

- with respect to hands or feet, complete severance at or above the wrist or ankle joint;
- with respect to eyes, entire and irrecoverable loss of the sight thereof beyond remedy by surgical or other means;
- with respect to arms and legs, complete severance at or above the elbow or knee joints;
- with respect to a thumb and index finger, complete severance at or above the metacarpophalangeal joint;
- with respect to speech, entire and irrecoverable loss of ability to speak intelligibly; and
- with respect to hearing, entire and irrecoverable loss of hearing.

"Loss of use" will mean with respect to arms, hands, legs and feet, total loss of the ability to perform each and every action and service the arm, hand, leg or foot was able to perform before the Accident occurred. Loss of use must be entire and irrecoverable.

The amount of insurance payable as a result of loss of speech or hearing will be payable only after such loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

"Motorized Vehicle" will mean a vehicle that is drawn, propelled or driven by any means other than muscular power, including but not limited to, an automobile, motorcycle, boat, snowmobile, all terrain vehicle, personal watercraft or farm equipment.

Exposure and Disappearance

If you are unavoidably exposed to the elements due to an Accident, and as a result of such exposure, you suffer a Loss for which a benefit would otherwise have been payable, such Loss will be covered by this benefit provision.

Where you disappear and your body is not found within 365 days of the disappearance, forced landing, stranding, sinking or wrecking of a vehicle in which you were an occupant, it will be presumed, subject to there being no evidence to the contrary and subject to all other terms and conditions of this benefit provision, that you suffered Loss of Life caused by Accident.

Payment of Benefit

While insured under this Provision, if you suffer a Loss, a benefit as set out in the Schedule of Losses will be paid. Where more than one Loss results from an Accident, only one benefit will be payable. The benefit payable will be for the single Loss which provides the highest amount of benefit.

The benefit payable as a result of Loss of speech or hearing, or Loss of Use of a limb or appendage thereof will be payable only after such Loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

Waiver of Premium

The premium payable under this Provision will be waived during the period for which your Life Insurance premium is waived due to Total Disability.

Schedule of Losses and Benefit Payable

For any one accident, the amount payable will be for the Loss which provides the highest amount of benefit.

For Loss of:

Life	100% of the Amount of Insurance
Both feet	100% of the Amount of Insurance
One hand and one foot	100% of the Amount of Insurance
Both hands	100% of the Amount of Insurance
One hand and sight of one eye	100% of the Amount of Insurance
One foot and sight of one eye	100% of the Amount of Insurance
Both legs	100% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
4 fingers on the same hand	33% of the Amount of Insurance
Thumb and index finger on the same hand	33% of the Amount of Insurance
4 toes on the same foot	33% of the Amount of Insurance

For Loss of Use of:

Both upper and lower limbs (Quadriplegia)	200% of the Amount of Insurance
Both legs (Paraplegia)	200% of the Amount of Insurance
Upper and lower limbs on one side of body (Hemiplegia)	200% of the Amount of Insurance
Both arms (Paraplegia Superior)	200% of the Amount of Insurance
Sight of both eyes	100% of the Amount of Insurance
Speech and hearing in both ears	100% of the Amount of Insurance
Hearing in both ears	75% of the Amount of Insurance
Sight of one eye	75% of the Amount of Insurance
Speech	75% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
Hearing in one ear	25% of the Amount of Insurance

Additional Benefits

Seat Belt Benefit

In the event that you suffer a Loss which results in a Payment of Benefit under this Provision, the Company will pay an additional sum equal to 10% of the Amount of Insurance payable if you die or are injured while a passenger or driver in an automobile while wearing a properly fastened seat belt. The verification of the use of the seat belt must be part of the official report of the Accident for this benefit to be payable.

Child Benefit

In the event you die due to an Accident which results in a Payment of Benefit under this Provision, in addition to the Amount of Insurance Payable, the Company will pay a lump sum to the beneficiary in the amount of \$2,500 for each of your Dependant Children.

EXCLUSIONS

The benefits of this Provision will not be payable if the Loss results directly or indirectly from:

- suicide, attempted suicide, or intentional self-inflicted injury;
- the participation in, or attempt to participate in, a criminal offence whether or not convicted of such offence;
- illness, virus, infection, pathogen, or disease of any kind, or medical or surgical treatment for illness, virus, infection, pathogen, or disease;
- injuries of which there is no visible contusion or wound on the exterior of the body other than drowning or internal injuries revealed by autopsy;
- drugs, poison or poisonous substances, gas or fumes, voluntarily, intentionally administered or inhaled;
- insurrection, war or hostilities of any kind, whether war is declared or not;
- any armed conflict or service in the armed forces;
- voluntary participation in a riot or any disturbance of the public order;
- service, travel or flight in or descent from any type of aircraft, for the purposes of aeronautical instruction, instruction or participating in sky-diving or any duties whatsoever in relation to the aircraft or flight;
- bodily injury suffered prior to the effective date of this Provision; or
- the operation of a Motor Vehicle while having in excess of 80 milligrams of alcohol per 100 millilitres of blood.

DEPENDANT LIFE INSURANCE BENEFIT

DEATH BENEFIT

This benefit insures your spouse and children for the amount of coverage shown on the Schedule of Benefits. If your spouse or one of your children die you will receive this amount.

ELIGIBLE DEPENDANTS

Dependants eligible for this benefit include your spouse or common-law spouse (1 year(s) cohabitation) and your unmarried dependent children under the age of 22 years (26 years if attending school on a full time basis).

A common-law couple should publicly represent themselves to society as married. Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law Spouse.

WAIVER OF PREMIUM

The premium payable under this Provision will be waived during the period for which the Life Insurance premium is waived due to your becoming Totally Disabled.

CONVERSION PRIVILEGE

If your Dependant Life Insurance coverage under this benefit ceases because you are no longer eligible for insurance under this Policy, your Spouse (and Insured Dependants, as required by provincial legislation, if applicable) may convert the amount of the Dependant Life Insurance benefit terminated without medical evidence, to an individual policy. This individual policy may be issued on any one of the standard level premium Life plans then being issued by EMPIRE LIFE. Application for the individual policy must be made while the group policy is in force and within 31 days after the earlier of:

- the date you die, or
- the date you cease to be insured, or
- your Spouse's 65th birthday.

Insured Dependant conversion privilege applies only where required by provincial legislation. The spousal conversion privilege applies in all provinces and territories.

VITAL ASSIST HEALTH BENEFIT

Definitions

Where used in this Provision,

"Lump Sum Health Benefit" will mean the lump sum payment as shown on the Schedule of Benefits to the Insured Employee on approval by the Company for the Vital Assist Health Benefit.

"Medical Expense Benefit" will mean the amount as shown on the Schedule of Benefits for reimbursement of Eligible Expenses incurred by a Person Insured during the Medical Expense Benefit Period, while insured under this Provision.

"Eligible Expense" for the purpose of the Medical Expense Benefit, will mean all medical expenses incurred by a Person Insured while this Provision is in effect, that are not eligible under any other Plan and qualify under the Canada Revenue Agency (CRA) "medical expense" definition in the Income Tax Act.

"Date of Diagnosis" will mean the date an Insured Employee is diagnosed by a Specialist with one of the four medical conditions covered under this Provision.

"Date of Claim Eligibility" will mean the date an Insured Employee meets the requirements for a Covered Condition, provided the Vital Assist Health Benefit was in force at the time the Insured Employee was last Actively at Work.

"Covered Condition" will mean the diagnosis of one of the four medical conditions covered under this Provision: Cancer, Stroke, Heart Attack (Myocardial Infarction), or Coronary Artery Bypass Surgery, for which the Insured Employee, within 60 days of the Date of Diagnosis:

1. is hospitalized on an in-patient basis for 72 consecutive hours, or
2. is absent from work for 2 consecutive weeks, as supported by written proof from the attending Physician.

"Cancer" will mean a malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The term cancer includes leukemia, lymphoma, and Hodgkin's disease. The Diagnosis must be confirmed with a valid pathology report and a report from a Specialist.

The following cancers are excluded:

1. All tumours which are histologically described as benign, pre-malignant, borderline malignant, low malignant potential, or non-invasive;
2. Any lesion described as carcinoma in-situ;
3. All non-melanoma skin cancers.

"Stroke" will mean a cerebrovascular event resulting in irreversible death of brain tissue due to intracranial hemorrhage or due to embolism or thrombosis in an intracranial vessel. This event must result in permanent neurological functional impairment with objective neurological abnormal signs on physical examination by a neurologist at least 2 weeks after the event. The Diagnosis must also be supported by findings on brain imaging and must be consistent with the diagnosis of a new stroke.

Transient Ischemic Attacks (TIA) are excluded.

"Heart Attack (Myocardial Infarction)" will mean the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area as a consequence of coronary artery disease. The diagnosis must be supported by all three (3) of the following criteria and be diagnostic of a new definite acute myocardial infarction:

1. Symptoms clinically accepted as consistent with the diagnosis of an acute myocardial infarction; and
2. New characteristic electrocardiographic changes; and
3. The characteristic rise above accepted normal values of biochemical cardiac specific markers. For any myocardial infarction occurring during an angioplasty, the troponin rise must be more than 3 times increased.

Angina is specifically excluded.

"Coronary Artery Bypass Surgery" will mean the undergoing of open-heart surgery to correct narrowing or blockage of one or more coronary arteries with insertion bypass graft(s).

Balloon Angioplasty (PCTA), stenting and all other intra-arterial catheter based techniques are excluded.

BENEFIT

If the Vital Assist Health Benefit was in force when you were last Actively at Work and you have met the requirements of a Covered Condition, you may qualify for the Maximum Benefit Amount as shown on the Schedule of Benefits.

PAYMENT OF BENEFIT

Upon receipt of proof satisfactory to the Company that (i) the Vital Assist Health Benefit was in force when you were last Actively at Work; (ii) you have met the requirements of a Covered Condition; and (iii) the Vital Assist Health Benefit has remained in force since the date you were last Actively at Work, a Lump Sum Health Benefit (as shown on the Schedule of Benefits for this Provision) will be paid to you, or your Beneficiary, if applicable.

Upon payment of the Lump Sum Health Benefit, you/your Beneficiary will be eligible for a Medical Expense Benefit (as shown on the Schedule of Benefits for this Provision) for reimbursement of Eligible Expenses incurred after your Date of Claim Eligibility and during the Medical Expense Benefit Period, provided this Provision is in force.

The Vital Assist Health Benefit is payable once in your lifetime.

BENEFIT TERMINATION

The Lump Sum Health Benefit will terminate once the Lump Sum Health Benefit is paid to the Insured Employee.

The Medical Expense Benefit will terminate on the first to occur of the date:

- a) the Insured Employee no longer meets the definition of Employee,
- b) the Medical Expense Benefit Period ends,
- c) the Insured Employee dies,
- d) the Policy is terminated, or
- e) the Insured Employee attains the Termination Age as stipulated in the Schedule of Benefits for this Provision.

CHARGES NOT COVERED

No benefits of this Provision will be payable for any of the following:

- Eligible Expenses for which benefits are payable under any other Benefit Provision of this Policy or any other Plan, if applicable;
- Eligible Expenses payable in whole or in part by a government under any Government Health Insurance Plan or which would have been payable had the Person Insured been insured thereunder or had proper application been made;
- Eligible Expenses to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- Eligible Expenses, the charge for which the Person Insured is not legally required to pay, or for which there is no charge, or for which there would have been no charge but for the existence of insurance;
- Eligible Expenses which are not necessary according to generally accepted standards of medical practice;
- Eligible Expenses resulting from any attempted suicide, or any intentional self-inflicted injury or illness while sane or insane;
- Eligible Expenses resulting from drugs, poison or poisonous substances, gas or fumes, voluntarily administered or inhaled;
- Eligible Expenses resulting from insurrection, war or hostilities of any kind, whether war is declared or not;
- Eligible Expenses resulting from any armed conflict or service in the armed forces;
- Eligible Expenses resulting from voluntary participation in a riot or any disturbance of the public order; or
- Eligible Expenses resulting from the Person Insured's committing of, attempt to commit, or provoking of any violation of the criminal law including, without restriction, an assault.

OPTIONAL SPOUSAL LIFE

If you have elected optional insurance for your Spouse and satisfactory evidence has been sent to and approved by EMPIRE LIFE, then your Spouse is insured for Optional Spousal Life insurance described on the Schedule of Benefits. If your Spouse dies, this amount will be payable to you. However, if death occurs within two years of the effective date of the Optional Spousal Life insurance or within two years of the effective date of each increase in the amount of Optional Spousal Life insurance, and death resulted from suicide or self-inflicted wounds then the Optional Spousal Life insurance will not be payable.

EXCLUSIONS

Optional Spousal Life insurance does not include waiver of premium or conversion privilege.

**OPTIONAL SPOUSAL ACCIDENTAL DEATH
& DISMEMBERMENT BENEFIT**

Definitions

Where used in this Provision,

"Accident" will mean a single, sudden, violent, unintended, unexpected, external event that causes a Loss, independent of any other cause.

"Amount of Insurance" will be the amount of Optional Spousal Accidental Death and Dismemberment Benefit as shown on the Schedule of Benefits.

"Loss" will mean:

- with respect to hands or feet, complete severance at or above the wrist or ankle joint;
- with respect to eyes, entire and irrecoverable loss of the sight thereof beyond remedy by surgical or other means;
- with respect to arms and legs, complete severance at or above the elbow or knee joints;
- with respect to a thumb and index finger, complete severance at or above the metacarpophalangeal joint;
- with respect to speech, entire and irrecoverable loss of ability to speak intelligibly; and
- with respect to hearing, entire and irrecoverable loss of hearing.

"Loss of use" will mean with respect to arms, hands, legs and feet, total loss of the ability to perform each and every action and service the arm, hand, leg or foot was able to perform before the accident occurred. Loss of use must be entire and irrecoverable.

The amount of insurance payable as a result of loss of speech or hearing will be payable only after such loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

"Motorized Vehicle" will mean a vehicle that is drawn, propelled or driven by any means other than muscular power, including but not limited to, an automobile, motorcycle, boat, snowmobile, all terrain vehicle, personal watercraft or farm equipment.

Exposure and Disappearance

If your Spouse is unavoidably exposed to the elements due to an Accident, and as a result of such exposure, your Spouse suffers a Loss for which a benefit would otherwise have been payable, such Loss will be covered by this benefit provision.

Where your Spouse disappears and the body is not found within 365 days of the disappearance, forced landing, stranding, sinking or wrecking of a vehicle in which your Spouse was an occupant, it will be presumed, subject to there being no evidence to the contrary and subject to all other terms and conditions of this benefit provision, that your Spouse suffered Loss of Life caused by Accident.

Payment Of Benefit

If your Spouse, while insured under this Provision, suffers a Loss, a benefit as set out in the Schedule of Losses will be paid. Where more than one Loss results from an Accident, only one benefit will be payable. The benefit payable will be for the single Loss which provides the highest amount of benefit.

The benefit payable as a result of Loss of speech or hearing, or Loss of Use of a limb or appendage thereof will be payable only after such Loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

Schedule of Losses and Benefit Payable

For any one accident, the amount payable will be for the Loss which provides the greatest benefit.

For Loss of:

Life	100% of the Amount of Insurance
Both feet	100% of the Amount of Insurance
One hand and one foot	100% of the Amount of Insurance
Both hands	100% of the Amount of Insurance
One hand and sight of one eye	100% of the Amount of Insurance
One foot and sight of one eye	100% of the Amount of Insurance
Both legs	100% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
4 fingers on the same hand	33% of the Amount of Insurance
Thumb and index finger on the same hand	33% of the Amount of Insurance
4 toes on the same foot	33% of the Amount of Insurance

For Loss of Use of:

Both upper and lower limbs (Quadriplegia)	200% of the Amount of Insurance
Both legs (Paraplegia)	200% of the Amount of Insurance
Upper and lower limbs on one side of body (Hemiplegia)	200% of the Amount of Insurance
Both arms (Paraplegia Superior)	200% of the Amount of Insurance
Sight of both eyes	100% of the Amount of Insurance
Speech and hearing in both ears	100% of the Amount of Insurance
Hearing in both ears	75% of the Amount of Insurance
Sight of one eye	75% of the Amount of Insurance
Speech	75% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
Hearing in one ear	25% of the Amount of Insurance

Additional Benefits

Seat Belt Benefit

In the event that your Spouse suffers a Loss which results in a Payment of Benefit under this Provision, the Company will pay an additional sum equal to 10% of the Amount of Insurance payable if your Spouse dies or is injured while a passenger or driver in an automobile while wearing a properly fastened seat belt. The verification of the use of the seat belt must be part of the official report of the accident for this benefit to be payable.

Child Benefit

In the event that your Spouse dies due to an Accident which results in a Payment of Benefit under this Provision, in addition to the Amount of Insurance Payable, the Company will pay a lump sum to the beneficiary in the amount of \$2,500 for each of your Dependant Children.

EXCLUSIONS

The benefits of this Provision will not be payable if the Loss results directly or indirectly from:

- suicide, attempted suicide, or intentional self-inflicted injury;
- the participation in, or attempt to participate in, a criminal offence whether or not convicted of such offence;
- illness, virus, infection, pathogen, or disease of any kind, or medical or surgical treatment for illness, virus, infection, pathogen, or disease;
- injuries of which there is no visible contusion or wound on the exterior of the body other than drowning or internal injuries revealed by autopsy;
- drugs, poison or poisonous substances, gas or fumes, voluntarily administered or inhaled;
- insurrection, war or hostilities of any kind, whether war is declared or not;
- any armed conflict or service in the armed forces;
- voluntary participation in a riot or any disturbance of the public order;
- service, travel or flight in or descent from any type of aircraft, for the purposes of aeronautical instruction, instruction or participating in sky-diving or any duties whatsoever in relation to the aircraft or flight;
- bodily injury suffered prior to the effective date of this Provision; or
- the operation of a motor vehicle while having in excess of 80 milligrams of alcohol per 100 millilitres of blood.

EXTENDED HEALTH BENEFIT

ELIGIBLE EXPENSES

The Extended Health Benefit under this Policy covers all eligible expenses described on the following pages which are not covered by your Government Health Insurance Plan.

The eligible expenses:

- must be incurred while you are insured under the Policy,
- must be reasonable, customary and necessary in the treatment of sickness or injury,
- must be ordered by a qualified doctor who is neither insured for benefits under the policy nor related to the Person Insured's family by blood or marriage,
- must be submitted within 365 days after the date the expense was incurred or within 90 days of the termination of insurance, whichever is earlier.

All eligible expenses may be subject to a Deductible Amount, a Coinsurance Amount and a Maximum benefit amount.

Example: If your Plan has a \$500 Diagnostic Laboratory Maximum with 80% Coinsurance and a \$50 Deductible

\$1,000 claim is submitted for a CAT scan

The eligible amount is \$1,000

\$50 Deductible is applied - reduces amount to \$950

80% Coinsurance is applied - reduces amount to \$760

Benefit Maximum is \$500

Amount payable is \$500

Eligible drug expenses will not include any costs in excess of the reasonable and customary amount for that drug. Any Dispensing Fee, if applicable, which exceeds the maximum Dispensing Fee will not be covered. Such excess is not considered an eligible drug expense under the Policy. Please refer to **NOTE** on the Drug Component page.

An eligible expense for the purpose of the Incidental Health Expense Provision, will mean all non-insured eligible medical expenses which qualify under the Canadian Customs and Revenue Agency (CCRA) "medical expense" definition in the *Income Tax Act* provided they are incurred by you while this Provision is in effect. Eligible expenses include but are not limited to:

- extended health and dental deductibles (where applicable)
- extended health and dental coinsurance (where applicable)
- vision care expenses

- eligible expenses, as defined under the extended health benefit and the dental benefit (if applicable) for which the maximum has already been paid during the policy year.
- extended health and dental expenses not otherwise eligible under the Policy but eligible under the *Income Tax Act* as determined by Empire Life.

An emergency means a sudden, unexpected occurrence (disease or injury) that requires immediate medical attention. This includes treatment (non-elective) for immediate relief of severe pain, suffering or disease which cannot be delayed until the Person Insured returns to their province of residence.

DEDUCTIBLE AMOUNT

The Benefit Period Deductible Amount, if any, as shown in the Schedule of Benefits Page, is the amount that you are responsible for, in each Benefit Period, before health benefits are payable under this Plan.

The Per Prescription Deductible Amount, if any, as shown in the Schedule of Benefits Page, will be applicable to each prescription for eligible expenses for drugs and neither the Single nor the Family Deductible Amount will be applicable to such eligible expenses.

COINSURANCE AMOUNT

The Coinsurance Amount, as shown on the Schedule of Benefits page, is the percentage of eligible expenses paid by your Plan less the Deductible Amount, if any.

LIFETIME MAXIMUM

The Lifetime Maximum, as shown on the Schedule of Benefits, is the total aggregate amount payable per person, for eligible expenses incurred inside or, if insured, outside of your Province of Residence, for all periods in which you have been insured under this Benefit, whether consecutive or not.

BENEFIT PERIOD MAXIMUM FOR THE INCIDENTAL HEALTH EXPENSE PROVISION

The maximum Eligible Expense for the Incidental Health Expense provision, will equal the Benefit Period Maximum outlined under Incidental Health Expense on the Schedule of Benefits. If coverage is "single" the maximum applies to you for the benefit period. If coverage is "family", the maximum is the amount payable for you and your dependants combined.

EXTENSION OF BENEFITS

If you (or your dependant, if applicable) are totally disabled when your Extended Health Benefit terminates, eligible expenses that you incur as a result of the disability will be paid for up to 90 days following termination during the continuation of disability or to the date you become eligible for benefits under another plan, if earlier.

SURVIVORS' HEALTH BENEFITS

In the event of your death while you are insured for health benefits under this Plan, the insurance for your surviving insured dependants at your death will continue in force without premium payment but not beyond the earliest of:

- a) the date of remarriage of the surviving spouse,
- b) the period indicated on the Schedule of Benefits from your death,
- c) the date of death of the survivor, or
- d) the date that the survivor no longer qualifies as a dependant, if a child.

This coverage will be provided even if the group Policy should terminate after your death.

DEPENDANTS

Dependants eligible for Extended Health Benefits are your spouse or common-law spouse, and unmarried wholly dependent children not yet 22 (or 26 if full-time students) or unmarried wholly dependent children of any age who are mentally or physically handicapped (please see your Plan Administrator for details to extend coverage for handicapped dependants).

There must be a minimum and continuous cohabitation period of 1 year(s) before a common-law spouse is recognized, and the couple should publicly represent themselves to society as married. Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law spouse.

Dependants must reside in Canada to qualify for benefits. However, children who are temporarily residing in the United States because they are attending an accredited academic institution will also be eligible for benefits provided they are insured under a Government of Canada Health Insurance Plan.

PREGNANCY

The Extended Health Benefit contains no exclusion or limitation for pregnancy or childbirth.

CHARGES NOT COVERED

Payment will not be made for charges for:

- suicide, attempted suicide, or intentional self-inflicted injury;
- Medical Care for which benefits are payable under any other Benefit Provision of this Policy;
- Medical Care resulting from insurrection, war or hostilities of any kind, whether war is declared or not;
- Medical Care resulting from any armed conflict or service in the armed forces;
- Medical Care resulting from voluntary participation in a riot or any disturbance of the public order;
- Medical Care for which the Person Insured is entitled to indemnity or compensation in accordance with the provisions of any any provincial workplace safety legislation (e.g. WSIB, WCB/CSST) or similar legislation, unless prohibited by any Government Legislation;
- Medical Care payable in whole or in part by a government under any Government Health Insurance Plan or which would have been payable had the Person Insured been insured thereunder or had proper application been made;
- Medical Care to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- Medical Care resulting from the participation in, or attempt to participate in, a criminal offence whether or not convicted of such offence;
- Medical Care provided by a medical or dental department maintained by an employer, an association, labour union, trustee or similar type of group;
- medical screening or examinations required for the use of a third party;
- broken appointments, transportation costs (including travelling time) of the practitioner, advice received by telephone or other means of telecommunication, or the completion of claim forms required by this Provision;
- Medical Care, the charge for which the Person Insured is not legally required to pay, or for which there is no charge, or for which there would have been no charge but for the existence of insurance;
- Medical Care which is not necessary according to generally accepted standards of medical practice;
- Medical Care rendered principally for cosmetic purposes (as determined by the Company), except when such Medical Care is necessitated by accidental injury;
- Medical Care for the replacement of an appliance which has been lost, mislaid or stolen or to provide any duplicate appliance;
- supplies ordered or services rendered prior to the date the person became a Person Insured;
- shipping and handling charges; or
- infant formulas, caloric supplements with or without vitamins or minerals.

Some of the eligible charges not covered that are listed above, may be eligible under the Incidental Health Expense Provision.

HOSPITALIZATION COMPONENT

Inpatient hospital confinement, in your province of residence, for room and board and other hospital services in a semi-private and/or private room accommodation as shown on the Schedule of Benefits page with no limit on the number of days of confinement.

Coverage will be provided for the difference between the hospital's ward and semi-private rates, including Government imposed hospital deterrent charges (where legislation permits insurance of such charges), with no limit on the number of days of confinement.

DRUG COMPONENT - Generic Prescription Drugs

Coverage will include generic drugs and medicines dispensed by a Physician or Pharmacist only available on the prescription of a Physician, dentist, nurse practitioner or pharmacist where applicable based on provincial legislation to the extent that they are generally recognized as being effective in the treatment of the injury or Sickness being treated and are not excessive or unwarranted as judged by the generally accepted therapy for such Sickness or injury as determined by EMPIRE LIFE.

"Generic drugs and medicines" are the lowest cost drugs and medicines that contain the same amount of the same active ingredients in the same dosage form as that directed in a prescription.

Such drugs and medicines will also include:

- insulin supplies (i.e. needles, syringes and diagnostic tests), but excludes swabs and rubbing alcohol,
- all injectables including injectable vitamins, unless used as part of a weight reduction program, serums, and vaccines, and
- extemporaneous Compounds prepared by a pharmacist.

Exclusions

- any drug medication which may be purchased without a prescription. This further excludes over-the-counter (OTC) products whether prescribed or not,
- anabolic steroids and items deemed cosmetic.

This Plan also excludes in part:

- vitamins (except injectable and not used as part of a weight reduction program),
- patent medicines,
- first aid and surgical supplies,
- atomizers and vaporizers,
- salt and sugar substitutes,
- infant formula, dietary foods and aids,
- contact lens care products,
- diagnostic aids and laboratory tests,
- contraceptives other than oral,
- lozenges, mouthwash, toothpastes and cosmetics,
- non-medicated shampoos, skin cleansers, skin protectors, emollients and soaps, and
- any benefit covered by your Government Health Insurance Plan.

NOTE: The Dispensing Fee varies by province of residence and is capped based on a reasonable and customary charge in each province.

Infertility Treatments, Anti-Smoking Agents, Anti-Obesity Drugs & Erectile Dysfunction Drugs

a) Fertility Drugs

Fertility Drugs are not insured under this Plan.

b) Anti-Smoking Agents

Anti-smoking agents are not insured under this Plan.

c) Anti-Obesity Drugs

Anti-Obesity Drugs dispensed by a Physician or pharmacist and only available on the prescription of a Physician are eligible under this Plan. Anti-Obesity Drugs are subject to any applicable drug deductible, drug coinsurance and maximum under the Plan as outlined on the Schedule of Benefits.

d) Erectile Dysfunction Drugs

Erectile Dysfunction Drugs are not insured under this Plan.

MAJOR MEDICAL COMPONENT

Payment will be made for the following eligible expenses that you incur in your province of residence.

Medical Supplies and Appliances

This Plan will rent or purchase at the option of the Company, the following durable equipment, subject to any applicable deductible, coinsurance and maximum as outlined on the Schedule of Benefits. (Medical Supplies and Appliances require a Doctor's referral):

- aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis or chronic asthma,
- apnea monitors for respiratory dysrhythmias,
- artificial eyes, including repair and replacement,
- artificial limbs including repair and replacement but excluding myoelectrical limbs,
- bed rail,
- braces with rigid supports,
- diabetic monitoring and administration equipment,
- external breast prosthesis, and two surgical brassieres per Benefit Period, post mastectomy,
- intermittent positive pressure breathing machine,
- head halter,
- standard hospital beds, excluding electric hospital beds,
- custom made orthotic shoe insert appliances, made from plaster cast models of the person's foot, and prescribed by a Physician,
- shoulder harnesses,
- sphygmomanometers (blood pressure cuff),
- traction apparatus,
- transcutaneous electronic nerve stimulator (TENS),
- trapeze bars,
- standard wheelchairs, or where medically necessary, electrical wheelchairs

Under no circumstances will maintenance of any durable equipment be an eligible expense.

MAJOR MEDICAL COMPONENT (cont'd)**Medical Supplies and Appliances (cont'd)**

This Plan will lend or provide at the option of the Company, for the rental or purchase of the following supplies and devices, subject to any applicable deductible, coinsurance and maximum as outlined on the Schedule of Benefits. (Medical Supplies and Appliances require a Doctor's referral):

- casts,
- canes and walkers,
- cervical collar,
- Clinitest, Dextrostix, or similar home chemical testing supplies for diabetics, if excluded under Drug Component,
- colostomy apparatus and supplies,
- crutches,
- ileostomy apparatus and supplies,
- insulin, if excluded under Drug Component,
- insulin syringe, monojet type, if excluded under Drug Component,
- Jobst bum garments,
- Jobst sleeves for lymphoedema following surgery,
- Lancet, if excluded under Drug Component,
- orthopaedic shoes individually designed and constructed to medical specifications, or adjustments only made to stock shoes for orthopaedic purposes
- oxygen and oxygen supplies,
- splints, excluding dental splints,
- support hose and compression stockings
- stump socks,
- urethral catheters,
- Viscosupplementation prescribed by a Physician and limited to two sets of three injections to the maximum as outlined on the Schedule of Benefits per knee,
- wigs following chemotherapy or radiation treatment for cancer.

MAJOR MEDICAL COMPONENT (cont'd)**Ambulance Service**

This Plan will cover the cost of emergency transportation to and from hospital by a licensed ambulance. In addition, when the circumstances dictate, coverage is provided for licensed air ambulance or by commercial air fare to the nearest hospital qualified to render the necessary emergency medical care.

Private Duty Nursing Care

This Plan will cover the cost of services of a registered graduate nurse, registered nursing assistant, a certified nursing assistant, or a licensed practical nurse who is duly qualified and who is not related to you or a member of your family and who is not a resident in your home. The services must:

- be provided in a Person Insured's home, and such home is not an institution,
- be made on the recommendation of a Physician,
- commensurate with the nature and gravity of the Sickness or Injury, and
- have prior approval by Empire Life.

These services are payable up to the maximum shown on the Schedule of Benefits; however, no payment will be made for homemaking or companion duties.

MAJOR MEDICAL COMPONENT (cont'd)**Diagnostic Laboratory Procedures**

Payment will be made for eligible Diagnostic Laboratory Procedures, ordered by a Physician, and provided by a private medical laboratory. These services are payable up to the maximum shown on the Schedule of Benefits. Eligible procedures are:

- Blood Work,
- Colonoscopy,
- Computerized Axial Tomography (CAT scan),
- Electrocardiogram (ECG),
- Magnetic Resonance Imaging (MRI),
- Positron Emission Tomography (PET),
- Mammogram,
- Testing of Urine and other bodily fluids and tissues,
- Ultrasound.

Allergy testing performed by a laboratory is excluded.

Paramedical Practitioners

This Plan will include coverage for various Paramedical Practitioners, provided the services are not completed by a relative. These services are payable up to the maximum shown on the Schedule of Benefits.

Payment will be considered an eligible expense only when the maximum under any Government Health Insurance Plan has been reached, unless prohibited by law.

MAJOR MEDICAL COMPONENT (cont'd)**Dental Benefits for Accidents**

This Plan will include coverage for the services of a dentist or oral surgeon to repair or replace sound natural teeth damaged as a result of a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth, including the setting of a fractured or dislocated jaw; however, no payment will be made for services, supplies or treatment rendered for a full mouth reconstruction, for vertical dimension correction, or for correction of temporomandibular joint dysfunction. Payment will be made provided the services are rendered within 365 days of the accident and while you are insured for this benefit.

Hearing Aids

This Plan will include the cost of the purchase and repairs of (excluding batteries or routine maintenance of) hearing aids. These services are payable up to the maximum shown on the Schedule of Benefits.

Eye Exams

In provinces where routine eye exams are covered under the applicable provincial Government Health Insurance Plan, no payment will be made for routine eye exams under this Policy.

In all other provinces, claim payment will be made for one routine eye exam, performed by an Optometrist or Ophthalmologist, up to the amount indicated on the Schedule of Benefits page.

MAJOR MEDICAL COMPONENT (cont'd)**Convalescent Hospital - Covered Expenses**

The charges made by a convalescent hospital for room, board and other necessary services, in excess of the charge for ward accommodation, up to the daily amount indicated on the Schedule of Benefits Page, will be considered eligible expenses. However, the Person Insured must be admitted to the convalescent hospital within fourteen days following a period as a bedpatient of at least five days duration in a hospital. Expenses will be deemed as covered only where convalescent hospitalization is required by the attending Physician.

Benefits will be paid for the maximum period indicated on the Schedule of Benefits Page during any one period of disability.

All confinements in a convalescent hospital will be considered as one period of disability unless separated by at least ninety days.

In order to qualify under these covered expenses, a convalescent hospital must be approved by the appropriate Government Hospital Authority and be located in Canada.

Charges for custodial care in a convalescent hospital, nursing home or similar institution will not be considered eligible expenses.

A Convalescent Hospital is not a home for the aged, blind, or deaf, a domiciliary care home, a maternity home, or a home for alcoholics, drug addicts, or the mentally ill.

MAJOR MEDICAL COMPONENT (cont'd)**Vision Care**

Payment will be made up to the Vision Care maximum as indicated on the Schedule of Benefits, for the purchase and replacement (but not repair) of frames and lenses, laser eye surgery or contact lenses, prescribed by an Ophthalmologist or Optometrist, and dispensed by a licensed Optician for a Person Insured.

A consecutive month period will commence on the purchase date of the initial Eligible Expense. Following this initial purchase date, the maximum will reset as indicated on the Schedule of Benefits.

If contact lenses are for severe corneal scarring, keratoconus or aphakia and can improve the visual acuity of such Person Insured to at least 20/40 where such improvement is not possible with eye glasses, then the Vision Care maximum will be paid up to the maximum as shown on the Schedule of Benefits.

Notwithstanding the above, such benefit will not be payable for:

- cosmetic or other special purpose vision aids,
- visual training or remedial therapy,
- sunglasses or safety glasses that are not prescribed by an Ophthalmologist or Optometrist

MAJOR MEDICAL COMPONENT (cont'd)**Out of Province Benefit**

- (1) **Referral Treatment** - the following services will be included up to the Lifetime Maximum for Out of Province - Major Medical referral outlined on the Schedule of Benefits. The services must not be available in the Person Insured's province of residence and prior approval must be obtained from the Person Insured's Government Health Insurance Plan.
- (a) **Hospital Confinement** - This Plan will pay up to the maximum as shown on the Schedule of Benefits for each day of confinement for room and board and other hospital services for reasonable and customary semi-private accommodation in the area less the amount payable for those days of confinement under the Government Health Insurance Plan for the Person Insured's province of residence.
 - (b) **Doctors' Services** - This Plan will pay the actual charges rendered outside of the Person Insured's province of residence following referral by his doctor in his province of residence. The amount payable will be an amount equal to an amount paid by the Government Health Insurance Plan of the Person Insured's province of residence; however, the benefit payable from all plans will not exceed 100% of the actual incurred expense.
 - (c) **Other Medical Care** - Payment will be made for other medical care listed as an eligible expense under the same conditions and limits as if incurred in the Person Insured's province of residence.
 - (d) **Hospital Out-Patient Services** - No payment will be made for Hospital out-patient services which are on a referral basis.

MAJOR MEDICAL COMPONENT (cont'd)

- (2) **Emergency Treatment** - the following services will apply to a Person Insured who is travelling on business or vacation outside of his province of residence, for the period as shown on the Schedule of Benefits. However, if the Person Insured is hospitalized, during the period as shown on the Schedule of Benefits, coverage will continue until the date of discharge from the hospital, provided coverage has been extended under the Government Health Insurance Plan in the Person Insured's Province of residence. Eligible expenses will be allowed up to the Lifetime Maximum for Out of Province - Major Medical emergency as outlined on the Schedule of Benefits.
- (a) **Hospital Confinement** - This Plan will pay for room and board and other hospital services for emergency treatment of a sickness or injury. The amount payable will equal the daily charges for each day of confinement for reasonable and customary semi-private accommodation in the area less the amount payable for those days of confinement under the Government Health Insurance Plan in the Person Insured's province of residence.
 - (b) **Hospital Out-Patient Services** - Payment will be made for emergency Hospital out-patient services.
 - (c) **Doctors' Services** - This Plan will pay an amount equal to the amount of reasonable and customary charges and fees in excess of the amount paid or payable under the Government Health Insurance Plan in the Person Insured's province of residence.
 - (d) **Other Medical Care** - Payment will be made for other medical care listed as an eligible expense under the same conditions and limits as if incurred in the Person Insured's province of residence.
 - (e) **Out of Province Limitation; Emergencies** - No payment will be made for any Eligible Expense for continuing treatment, recurrence or complication relating to a condition or conditions incurred while a Person Insured is travelling outside of their province of residence or outside of Canada if it has been determined by a medical advisor that the Person Insured was deemed medically fit to return to his province of residence and the Person Insured chose not to do so. There must be a minimum of 60 continuous days between the date a Person Insured returns to his province of residence before again travelling outside his province of residence; otherwise, no payment will be made for any recurrence, continuation or complication of any medical condition for which a claim payment was made for such medical condition, during the immediate previous trip out of province.

MAJOR MEDICAL COMPONENT (cont'd)**(3) Travel Emergency Assistance Program**

Your extended health benefits package already covers you for extensive and comprehensive benefits while you are travelling outside of your province of residence. The Travel Emergency Assistance Program provides you and your dependants (if applicable) with fast and easy accessibility to your health care benefits plus plenty of "extras".

EMPIRE LIFE and Allianz Global Assistance (formerly known as Mondial Assistance) have made an agreement to provide assist services and claim payment services for travel emergencies. If you have an emergency while travelling, you can let us worry about paying the bills and arranging appropriate transportation home.

If you or one of your dependants (if applicable) suffer a travel emergency, we offer 24 hour access to Allianz Global Assistance. Just call one of the numbers that appear on your Wallet Card and identify yourself by the information on the front of your card. A multilingual coordinator will assist in providing the following benefits:

- (i) **24 Hour Access** - Multilingual assistance by telephone, telex and facsimile services is available 24 hours a day, 365 days a year. This includes interpretation services in most major languages.
- (ii) **Medical Referral** - Referral to a Physician, Dentist or appropriate medical facility will be provided for medical emergencies.
- (iii) **Medical Transportation** - Transportation to the nearest appropriate medical facility or to Canada will be provided if Medically Necessary to the maximum as shown on the Schedule of Benefits per emergency.
- (iv) **On-Site Hospital Payment** - A verification of insurance coverage and arrangement for payments will be provided. Services that require the payment of \$200 or less are to be paid by the Person Insured and receipts kept for reimbursement.
- (v) **Return of Deceased** - In the event of the death of a Person Insured, authorized arrangements for the preparation and transportation of the body back to the Person Insured's province of residence will be made. Expenses will be reimbursed up to the maximum as shown on the Schedule of Benefits.

MAJOR MEDICAL COMPONENT (cont'd)**Travel Emergency Assistance Program (cont'd)**

- (vi) **Return of Dependent Children** - The return of unattended dependants under the age of 16 will be provided if a Person Insured is hospitalized. Payment arrangements for economy class transportation of these Dependants to their place of residence in Canada will be made if the original ticket is void. A qualified escort will be provided if necessary.
- (vii) **Trip Delay** - If a Person Insured's scheduled return trip has been missed due to the hospitalization of that Person Insured, economy class transportation will be provided to the place of departure if the original ticket is void.
- (viii) **Visit of a Family Member** - If a Person Insured, while travelling alone, is hospitalized and the expected period of hospitalization is more than 7 days, round-trip economy class transportation to the location for one member of the immediate family will be provided. (Immediate family constitutes a parent, spouse, child, brother or sister). Expenses for meals and accommodation for the visiting family member will also be reimbursed up to the maximum for travel, meals and accommodation as shown on the Schedule of Benefits.
- (ix) **Return of Vehicle** - Assistance is provided in the return of a Person Insured's vehicle to the place of departure or to the nearest rental agency during a medical emergency. Expenses for return of vehicle will be reimbursed up to the maximum as shown on the Schedule of Benefits.
- (x) **Legal Referrals** - Legal referrals will be provided and assistance is available in arranging cash advances from credit cards or family and friends to enable the posting of bail and payment of legal fees if necessary.
- (xi) **Lost Document and Ticket Replacement** - Assistance will be provided in contacting local authorities and in the arrangement for the replacement of lost passports, travel tickets and visas.
- (xii) **Message Center** - The use of a message center will facilitate the exchange of messages between a Person Insured and his family, friends and business associates during a period of emergency. The center will hold messages for fifteen days.

Services described in vi), vii) and viii) inclusive are subject to an overall maximum as shown on the Schedule of Benefits for any one travel emergency.

MAJOR MEDICAL COMPONENT (cont'd)**Travel Emergency Assistance Program (cont'd)****Limitations**

The Travel Emergency Assistance Program services will apply to a Person Insured, who is travelling on business or vacation outside of his province of residence, for the period as shown on the Schedule of Benefits.

The Travel Emergency Assistance Program services will apply **only to designated countries** which may change from time to time. It is the **responsibility of the Person Insured to inquire** prior to his departure whether services are provided in a specific country.

EMPIRE LIFE assumes no responsibility for any medical or legal advice given by any Physician or other health care professional and/or lawyer.

EMPIRE LIFE will not be liable for the negligence or wrongful acts or omissions of any Physician or other health care professional and/or lawyer providing direct service in accordance with the above services.

DENTAL BENEFIT

AMOUNTS AND LIMITS

You are not required to use a specific dentist or dental clinic; you are free to use the dentist of your choice provided the Dentist you chose is not insured for benefits under this Plan nor related by blood or marriage.

This benefit reimburses you for charges incurred by you or your dependants (if applicable) for dental services, subject to any deductible, coinsurance and maximum benefit that may apply as outlined on the Schedule of Benefits. To assist you in knowing exactly what dental procedures are covered by the Plan, the procedures are tabulated below according to the Canadian Dental Association Procedure Coding System, which is well known to any Dental Practitioner. To be eligible for reimbursement, the charges for these items must:

- be not in excess of the suggested Dental Fee Guide as shown on the Schedule of Benefits except if rendered by a Dental Mechanic or Dental Hygienist, then not in excess of the official Fee Guide for Dental Mechanics or Dental Hygienists, if applicable;
- be incurred while you are insured;
- be Reasonable and Customary;
- be recommended as necessary by a Physician, Dentist, or Oral Surgeon;
- be rendered by a Physician, Dentist, Oral Surgeon or Dental Assistant under the direct supervision of a Dentist, Oral Surgeon or Physician, or be rendered by a Dental Mechanic or Dental Hygienist.

All eligible charges **must be submitted** within the time period described in "Payment of Claims".

TREATMENT PLAN

When the cost of a proposed treatment is expected to exceed \$300 or involves Orthodontic Services, we strongly recommend that a Treatment Plan be submitted before any treatment is started. The Treatment Plan is prepared by your dentist and outlines the treatment required as well as the cost of the proposed treatment. EMPIRE LIFE will then identify any limitations, deductibles, coinsurance or maximum limits that may apply and thus avoid any misunderstanding as to the extent of your coverage. If you do not proceed with treatment within 90 days another Treatment Plan should be submitted.

DEDUCTIBLE

The Benefit Period Deductible Amount, if any, as shown on the Schedule of Benefits page is the amount that you are responsible for, in each Benefit Period, before Dental Benefits are payable under this Plan. Orthodontic Services, if insured, do not require a Deductible amount.

COINSURANCE

The Coinsurance Amount, as shown on the Schedule of Benefits page, is the percentage of eligible expenses paid by your Plan less the Deductible Amount, if any.

MAXIMUM BENEFITS

The Schedule of Benefits describes the Maximum Benefit for each of the various levels of coverage. Maximums per Benefit Period are the maximum amounts payable per person for you and your Insured Dependents (if applicable) in each Benefit Period, except for Orthodontic Services if included, which has a Lifetime Maximum as shown on the Schedule of Benefits.

The maximum benefit payable for all benefits, excluding any Orthodontic benefits, will be limited to \$250 if you are late entering the Plan during the first 12 months of coverage. If Orthodontic Services are included in your Plan, the maximum benefit payable for these services will be \$300 during the first 3 years of coverage when you are late entering the Plan and when you are otherwise entitled to these benefits.

DEPENDANTS

Dependants eligible for Dental Benefits are your spouse or common-law spouse, and unmarried wholly dependent children not yet 22 (or 26 if full-time students) or wholly dependent children of any age if mentally or physically handicapped (please see your Plan Administrator for details to extend coverage for handicapped dependants).

There must be a minimum and continuous cohabitation period of 1 year(s) before a common-law spouse is recognized, and the couple should publicly represent themselves to society as married. Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law spouse.

Dependants must reside in Canada to qualify for benefits. However, children who are temporarily residing in the United States because they are attending an accredited academic institution will also be eligible for benefits provided they are insured under a Government of Canada Health Insurance Plan.

OUTSIDE OF CANADA COVERAGE

While travelling outside the country, this coverage will apply for the services of a duly qualified dentist, subject to the maximums and coinsurance factor, and/or deductibles as outlined on the Schedule of Benefits page. Non emergency dental care will be subject to the current Provincial Dental Association fee guide. Emergency dental care is not subject to this limitation. These benefits include coverage for pre-existing conditions.

SURVIVORS' DENTAL BENEFITS

In the event of your death while you are insured for dental benefits under this Plan, the insurance for your surviving insured dependants at your death will continue in force without premium payment but not beyond the earliest of:

- a) the date of remarriage of the surviving spouse
- b) the period indicated on the Schedule of Benefits from your death
- c) the date of death of the survivor
- d) the date that the survivor no longer qualifies as a dependant, if a child.

This coverage will be provided even if the group Policy should terminate after your death.

LIMITATIONS & EXCLUSIONS

When alternate courses of treatment are available to attain a desired result, the amount of eligible expense will be based on the least expensive course of treatment that will produce a professionally adequate result.

No payment will be made for dental care expenses resulting from:

- suicide, attempted suicide, or intentional self-inflicted injury;
- services, supplies or treatment for which benefits are payable under any other Benefit Provision of this Policy;
- services, supplies or treatment resulting from insurrection, war or hostilities of any kind, whether war is declared or not;
- services, supplies or treatment resulting from any armed conflict or service in the armed forces;
- services, supplies or treatment resulting from voluntary participation in a riot or any disturbance of the public order; or
- services, supplies or treatment for which the person insured is entitled to indemnity or compensation in accordance with the provisions of any provincial workplace safety legislation (e.g. WSIB, WCB/CSST);
- services, supplies or treatment payable in whole or in part by a government under any Government Health Insurance Plan (or which would have been payable had the person insured been insured thereunder or had proper application been made);
- services, supplies or treatment or to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- services, supplies or treatment resulting from participation in or attempt to participate in, a criminal offence whether or not convicted of such offence;
- services, supplies or treatment provided by a dental or medical department maintained by an employer, an association, labour union, trustee or similar type of group;
- dental screening or examinations required for the use of a third party;
- broken appointments, transportation costs (including travelling time) of the practitioner, advice received by telephone or other means of telecommunication or the completion of claim forms required by this Provision;

LIMITATIONS & EXCLUSIONS (Cont'd)

- services, supplies or treatment, the charge for which the person insured is not legally required to pay or for which there is no charge or for which there would have been no charge but for the existence of insurance;
- services, supplies or treatment rendered for dietary or nutritional counselling for the control of dental caries or for dental plaque control;
- services, supplies or treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature;
- services, supplies or treatment which are not necessary according to generally accepted standards of dental practice;
- laboratory charges exceeding 50% of the fixed fee for the procedure in the Dental Association Fee Guide specified in the Schedule of Benefits;
- services, supplies or treatment of the type normally intended for sport or home use (i.e. mouthguards);
- services, supplies or treatment rendered principally for cosmetic purposes (as determined by EMPIRE LIFE) including, but not limited to, facing or veneers on crowns, or pontics posterior to the second bicuspid and alterations, extractions or replacement of sound teeth to change appearance except when such services, supplies or treatment are necessitated by Accidental Dental Injury and are incurred within 365 days after the date of the injury;
- services, supplies or treatment rendered for the correction of any congenital or developmental malformation which is not a Class I, II or III malocclusion (including the replacement of congenital missing teeth);
- services, supplies or treatment rendered for a full mouth reconstruction, for a vertical dimension correction or for correction of a temporal mandibular joint dysfunction;
- services, supplies or treatment for the replacement of an existing prosthetic device or other appliance which has been lost, mislaid or stolen, including, but not limited to, fixed bridgework and removable partial or complete dentures;
- services, supplies or treatment to provide any duplicate prosthetic device or any other duplicate appliance;
- services, supplies or treatment performed in conjunction with a procedure that is not eligible for payment.

ELIGIBLE CHARGES

This Plan will cover the dental procedures outlined on the following pages up to the level of the Provincial Dental Association fee guide as outlined on the Schedule of Benefits. To assist you in knowing exactly what dental procedures are covered by the Plan, the following procedures are for a Plan with a current year fee guide.

TABLE OF DENTAL CODES

The following is a brief explanation of the Dental Code Table which follows. Please read before proceeding to the next page.

The number of procedure codes listed will vary from the right side to the left side of the page. This does not indicate that there are fewer procedures eligible under any specific heading. It simply means, that the various Provincial Dental Associations have chosen to use several codes whereas the Quebec Dental Association has chosen to use only one code to indicate the same procedure.

BASIC RESTORATIVE

Certain benefits have upper limits. These limitations are indicated by a number located in the centre of the page opposite the code(s) with an upper limit. All codes within the asterisk are subject to the limitation as indicated in the Legend. An explanation of the number is in the Legend.

ALL OTHER PROVINCES**QUEBEC****LEGEND:**

1. Once in 24 months.
2. Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
- 2a. Two during a benefit period.
27. If a full mouth series has been performed, bitewing and occlusal x-rays are not eligible within 1 year for Insured Dependents (if applicable) up to the age of 15, or within 2 years per Person Insured age 15 and over

DIAGNOSTIC SERVICES

	Examinations	
a) 00011, 01101-01103 incl, 01201	1.	a) 01110, 01120, 01130
b) 01202	2.	b) 01200, 01250
c) 01204, 01205, 01301, 01401, 01501, 01601, 01701, 01801, 01901	2a.	c) 01300, 01400, 01500, 01600, 01902
d) 94101, 94102, 94301, 94302		d) 94100, 94200, 94400

Notwithstanding the above, if more than one of the codes listed in a), b) and c) above are incurred on any given date, then the suggested fee, as listed in the Dental Fee Guide, for the most expensive procedure will be the Maximum Insured Benefit for such examination codes.

	Consultations	
05101-05104 incl, 05109, 05201, 05202, 05209, 93111, 93112, 93119		05101, 05200,

BASIC RESTORATIVE

ALL OTHER PROVINCES **QUEBEC**

LEGEND:

3. Only as a diagnostic aid.
 11. Once during a Benefit Period
 17. One occurrence twice per Benefit Period, separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
 27. If a full mouth series has been performed, bitewing and occlusal x-rays are not eligible within 1 year for Insured Dependents (if applicable) up to the age of 15, or within 2 years per Person Insured age 15 and over

DIAGNOSTIC SERVICES (Cont'd)

X-rays

a) 02101, 02102, 02601	1.	a) 02600
b) 02141-02144 incl,	2., 27	b) 02141-02144 incl,
c) *02111-02125 incl,	3. (**to** incl)	c) *02111-02116 incl,
02131-02134 incl,	27.	02131, 02132,
02201-02204 incl,		02201, 02202,
02301-02304 incl,		02304, 02400,
02309, 02401, 02402, 02409,		02430, 02504,
02411, 02412, 02419,		02701, 02702,**
02501-02504 incl, 02509,		
02701-02704 incl, 02751, 02752,		
02759, 02801, 02802, 02809**		

Tests & Laboratory Examinations

*04101, 04201**	11 (**to** incl)	*04100, 04201**
04311, 04312, 04321, 04322,		03100, 04302,
04501, 04507, 04509, 04602		04311

PREVENTIVE SERVICES

Polishing

*11101-11103 incl,	17 (**to** incl)	*11100, 11200,
11107, 11109**		11300**

	BASIC RESTORATIVE	
ALL OTHER PROVINCES		QUEBEC

LEGEND:

- 2. Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
- 4. Limited to dependant children (if applicable) under age 15, one application only per tooth while insured.
- 14. Maximum 12 units during a Benefit Period
- 14a. Maximum of 6 units per Benefit Period
- 14b. Maximum of \$300 per Benefit Period
- 17. One occurrence twice per Benefit Period, separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits
- 24. Two per lifetime

PREVENTIVE SERVICES (Cont'd)

Scaling and / or Root Planing		
*11111-11117 incl, 11119	14. (*to** incl)	
43421-43427 incl, 43429**	14a (*to**incl)	*43411-43414 incl, 43417, 43419**
	14b.	42000, 42001
Fluoride Treatment		
12101, 12102	2.	12400
Oral Hygiene Instruction		
*13211-13214 incl, 13217, 13219, 13231, 13232, 13237, 13239**	24. (*to** incl)	13200, 13210
Pit and Fissure Sealants		
13401, 13409	4.	13401, 13404
Caries/Pain Control		
20111, 20119, 20121, 20129, 20131, 20139		20111, 20121, 20131
Interproximal Discing of Teeth		
13701-13704 incl, 13709, 16201-16204 incl, 16209		13700

BASIC RESTORATIVE

ALL OTHER PROVINCES **QUEBEC**

LEGEND:

5. Maximum 8 units during a Benefit Period.
 12. Only insured Dependants age 15 or under (if applicable).
 13. Reimbursement up to the cost of non-bonded amalgams.

PREVENTIVE SERVICES (Cont'd)

Space Maintainers

*15101-15105 incl, 15201, 15202, 15301, 15302, 15401, 15403, 15601**	12. (*to** incl)	*15108 -15111 incl, 15120, 15200, 15210, 15400**
--	------------------	--

Occlusal Equilibration

*16511-16514 incl, 16519, 43311-43314 incl, 43317, 43319**	5. (*to** incl)	*43300, 43310**
--	-----------------	-----------------

MINOR RESTORATIVE SERVICES

Amalgam Restorations

21111-21115 incl, 21211-21215 incl, 21221-21225 incl		21101-21105 incl, 21211-21215 incl, 21221-21225 incl
--	--	--

Bonded Amalgams

*21121-21125 incl, 21231-21235 incl, 21241-21245 incl**	13. (*to** incl)	*21121-21125 incl, 21231-21235 incl, 21241-21245 incl**
---	------------------	---

Retentive Pins

21401-21405 incl		21301-21304 incl
------------------	--	------------------

Stainless Steel & Plastic Crowns On Primary Teeth

22201, 22211, 22401, 22411		22201, 22211, 22401, 22411
-------------------------------	--	-------------------------------

Acrylic or Composite Restorations

23101-23105 incl, 23111-23115 incl		23111-23115 incl, 23118,
---------------------------------------	--	-----------------------------

	BASIC RESTORATIVE	
ALL OTHER PROVINCES		QUEBEC

LEGEND:

6. Only in conjunction with oral surgery, periodontal surgery, fractures and dislocations.
 21. Only eligible in PEI.

MINOR RESTORATIVE SERVICES (Cont'd)

Acrylic or Composite Restorations (cont'd)

23211-23215 incl, 23221-23225 incl,	23211-23215 incl,
23311-23315 incl, 23321-23325 incl,	23221-23225 incl,
23401-23405 incl, 23411-23415 incl,	23311-23315 incl,
23501-23505 incl, 23511-23515 incl	23411-23415 incl

MINOR SURGICAL SERVICES

Extractions

71101, 71109, 71201, 71209,	71101, 71111,
71210, 71211, 71219, 72111,	72100, 72110,
72119, 72211, 72219, 72221,	72210, 72220,
72229, 72231, 72239	72230, 72240
	72350

Residual Root Removal

72311, 72319, 72321,	72300, 72310,
72329, 72331, 72339	72320

Miscellaneous surgical services

72801, 72802, 72809

Anaesthesia

*92212-92219 incl,	6. (*to** incl)	92224, 92229,
92221-92229 incl,		*92331-92339 incl,**
92302-92309 incl,		
92441-92449 incl,		
92451-92459 incl,**		

92431-92439 incl

21.

Not Applicable
in Quebec

BASIC RESTORATIVE

ALL OTHER PROVINCES **QUEBEC**

LEGEND:

7. Only Insured Dependants age 15 or under (if applicable), or in conjunction with oral or periodontal surgery, fractures and dislocations.
25. Two per 12 month period
26. One upper reline/rebase and one lower reline/rebase OR one combined upper/lower reline/rebase per 12 month period

*92411-92419 incl, 92461-92469 incl**	Anaesthesia (cont'd) 7. (**to** incl)	*92311-92319 incl**
--	--	---------------------

DENTURE SERVICES

Minor Adjustments

54201-54202 incl, 54209		54250, 54251
-------------------------	--	--------------

Repairs

55101, 55102, 55201-55203 incl, 55301, 55302, 55401-55403 incl, 55501, 55509, 56611, 56612, 56619, 56621	25.	55101-55104 incl, 55201-55204 incl, 55520, 55530, 55700
---	-----	--

Rebasing and/or Relining

56211-56213 incl, 56221-56223 incl, 56231-56233 incl, 56241-56243 incl, 56251-56253 incl, 56261-56263 incl, 56311-56313 incl, 56321-56323 incl, 56331-56333 incl, 56511-56513 incl, 56521-56523 incl	26.	56200, 56201, 56210, 56211, 56220-56222 incl, 56230-56232 incl, 56260-56263 incl, 56270-56273 incl, 56280, 56290
--	-----	--

PERIODONTICS-ENDODONTICS

ALL OTHER PROVINCES **QUEBEC**

LEGEND:

9. Reimbursement for only one surgical procedure in the same area of the mouth on the same day.
- 10a. Reimbursement up to the cost of an uncomplicated root canal if incurred more than 1 year from initial treatment and if procedure is not performed by original Dentist.
- 10c. Eligible on permanent teeth only.
19. Once during any 3 year period.

PERIODONTAL SERVICES

Non-Surgical Services

41211-41214 incl, 41219, 41231-41234 incl, 41239, 41301, 41302, 41309 41200, 41300, 42002

Surgical Services

*42111, 42201, 42311, 42411, 42421, 42431, 42511, 42521, 42531, 42551, 42591, 42592, 42611, 42621, 42701-42703 incl, 42711, 42712, 42811, 42821-42823 incl, 42829, 73411** 9. (* to** incl) *42003, 42010, 42100, 42200, 42300, 42301, 42400, 42560, 42561, 42570, 42575, 42611, 42711, 73381**, 42700

Adjunctive Services

*14611, 14612, 43611, 43612** 19. (*to** incl) *43611, 43612**

14621-14623 incl, 14629, 14631, 14632, 43111, 43211, 43281, 43289, 43621-43623 incl, 43629, 43631, 43632 43200, 43211, 43295, 43300, 43622, 43631

ENDODONTIC SERVICES

Vital Pulpotomy

32231, 32232 32201, 32202, 32204, 32205, 32210

Root Canal Therapy

*33111-33114 incl, 33116, 33121-33124 incl, 33126, 33131-33134 incl, 33136, 33141-33144 incl, 33146** 10c (*to** incl) *33100-33102 incl, 33200-33202 incl, 33300-33302 incl, 33400-33402 incl, 33475**

*33115, 33125, 33135, 33145** 10a (*to** incl) *33110, 33210, 33310, 33410**

PERIODONTICS-ENDODONTICS

ALL OTHER PROVINCES **QUEBEC**

LEGEND:

- 10b. Reimbursement up to the cost of an uncomplicated apicoectomy/apical curettage if incurred more than 1 year from initial treatment and if procedure is not performed by original Dentist.
12. Only Insured Dependants age 15 or under (if applicable).
18. Reimbursement up to the cost of an apicoectomy and retro-filling.

ENDODONTIC SERVICES (Cont'd)**Apexification**

33601-33604 incl, 33611-33614 incl	12.	33521-33524 incl, 33531-33534 incl, 33541-33544 incl
33621-33624 incl	18.	Not Applicable in Quebec

Periapical Services

34111, 34112, 34121-34123 incl, 34131-34134 incl, 34141, 34142, 34151-34153 incl, 34161-34164 incl, 34211, 34212, 34221-34224 incl, 34231-34234 incl, 34241, 34242, 34251-34254 incl, 34261-34264 incl, 34411, 34412, 34511, 34521-34523 incl		34101-34104 incl, 34111, 34112, 34114, 34115, 34201-34203 incl, 34212, 34215, 34401, 34402, 34511
*34311, 34312, 34321-34324 incl, 34331-34334 incl, 34341, 34342, 34351-34354 incl, 34361-34364 incl**	10b. (*to** incl)	*34171, 34172, 34174, 34175**

PERIODONTICS-ENDODONTICS	
ALL OTHER PROVINCES	QUEBEC
ENDODONTIC SERVICES (Cont'd)	
Emergency Procedures	
32221, 32222, 32311-32314 incl, 32321, 32322, 34421-34423 incl, 39201, 39202, 39211, 39212, 76941, 76949, 76951, 76952, 76959	32101, 39201, 39202, 39901-39904 incl, 39970, 39981, 39985
Other Procedures	
39101, 39311-39313 incl, 39319, 39411-39413 incl	39100, 39110, 39120, 39230, 39410
MAJOR SURGICAL SERVICES	
Surgical Exposure	
72511, 72519, 72521, 72529, 72531, 72532, 72539	72410-72412 incl
Transplantation	
72611, 72619	72430
Repositioning	
72631, 72639	72440
Enucleation	
72711, 72719	72450

PERIODONTICS-ENDODONTICS		
ALL OTHER PROVINCES		QUEBEC
MAJOR SURGICAL SERVICES (Cont'd)		
	Alveoloplasty	
73111, 73121		73100, 73110
	Gingivoplasty and/or Stomatoplasty	
73211, 73221, 73222, 73223		73123
	Osteoplasty	
73152-73154 incl, 73161		73133-73135 incl, 73140
	Surgical Excision	
74111-74118 incl, 74121-74128 incl, 74211-74218 incl, 74221-74228 incl, 74621, 74631-74638 incl		74108, 74109, 74408, 74409, 74410
	Surgical Incision	
75111, 75112, 75121		75100, 75110
	Fractures	
76201-76204 incl, 76301-76304 incl, 76911-76913 incl, 76961-76963 incl		76210, 76310, 76910-76913 incl, 76950, 76951
	Frenectomy	
77801-77806 incl, 78102		77801-77803 incl, 78110
	Miscellaneous Surgical Services	
79111, 79311-79313 incl, 79321, 79322, 79331, 79342, 79343, 79402, 79601-79606 incl		79104, 79301, 79303-79308 incl, 79400, 79401, 79601, 79602
	Adjunctive Services (Drugs)	
96201, 96202		79651, 79652

Investments • Insurance • Group solutions
www.empire.ca info@empire.ca

™ Trademark of The Empire Life Insurance Company
Policies are issued by The Empire Life Insurance Company.



EMPLOYEE BENEFITS BOOKLET



INTRODUCTION

Your employer has entered into an agreement with **The Empire Life Insurance Company (Empire Life)** to provide you with a plan of group insurance benefits.

This information booklet has been prepared in order to give you an informal summary of the benefits and provisions of your Plan. It does not constitute the group Policy and is not a contract of insurance, nor does it confer or grant any contractual or other rights. All rights under this Plan will be governed solely by the provisions of the master Policy and by applicable law.

In the event of any discrepancy between this booklet and the group Policy, the terms and provisions of the group Policy apply.

The booklet contains important information concerning your group insurance coverage. As at the print date, this is the most current version of your group insurance benefits and replaces any previous booklet.

Should you have any questions, please contact your plan administrator or Empire Life at group.csu@empire.ca or Toll free 1-800-267-0215.

FOR EMPLOYEES OF:

J.S.N. JEWELLERY INC.

POLICY NUMBER: G9261-001

Arranged by: **W C McLaughlin Ltd**
Irvine Murphy

Print date: October - 2012

SCHEDULE OF BENEFITS

Eligibility: 3 month(s) continuous employment

BASIC LIFE

Benefit: 1 times Annual Salary

Maximum Benefit: \$500,000

No Evidence Limit: Under age 65, evidence of insurability is required for amounts in excess of \$180,000.
Age 65 and over, evidence of insurability is required for amounts in excess of \$90,000.

Reduction: Reduces by 50% at age 65.

Termination: Age 70 or prior retirement.

Waiver of Premium: To age 65 or prior retirement.

Own Occupation Period: Not Applicable.

Elimination Period: 180 days for the purposes of the Waiver of Premium Benefit.

OPTIONAL LIFE

Benefit: Units of \$10,000

The combined amount of Basic Life Insurance and Optional Life Insurance will not exceed a maximum of \$500,000.

No Evidence Limit: Evidence of insurability is required for all amounts of Insurance.

Reduction: Reduces by 50% at age 65.

Termination: Age 70 or prior retirement.

SCHEDULE OF BENEFITS

ACCIDENTAL DEATH & DISMEMBERMENT

Benefit:	1 times Annual Salary
Maximum Benefit:	\$500,000
No Evidence Limit:	Under age 65, evidence of insurability is required for amounts in excess of \$180,000. Age 65 and over, evidence of insurability is required for amounts in excess of \$90,000.
Reduction:	Reduces by 50% at age 65.
Termination:	Age 70 or prior retirement.

OPTIONAL ACCIDENTAL DEATH & DISMEMBERMENT

Benefit: Units of \$10,000

The combined amount of Basic Accidental Death & Dismemberment Insurance and Optional Accidental Death & Dismemberment Insurance will not exceed a maximum of \$500,000.

No Evidence Limit:	Evidence of insurability is required for all amounts of Insurance.
Reduction:	Reduces by 50% at age 65.
Termination:	Age 70 or prior retirement.

SCHEDULE OF BENEFITS**DEPENDANT LIFE**

Benefit:	Spouse	\$10,000
	Child	\$5,000
Termination:	Employee's termination under the policy or employee's age 70 whichever is earlier.	

VITAL ASSIST HEALTH BENEFIT

Maximum Benefit Amount: (once per lifetime)	\$30,000 comprised of: - \$25,000 Lump Sum Health Benefit, and - \$5,000 Medical Expense Benefit
Medical Expense Benefit period:	Maximum of 12 months from the Date of Claim Eligibility
Termination Age:	Age 65 or prior retirement.

SCHEDULE OF BENEFITS**OPTIONAL SPOUSAL LIFE**

Benefit:	Units of \$10,000
Maximum Benefit:	\$150,000
No-Evidence Limit:	Evidence of insurability is required for all amounts of insurance.
Reduction:	Reduces by 50% at age 65
Termination:	Employee's termination under the policy or spouse's age 70 whichever is earlier.

OPTIONAL SPOUSAL ACCIDENTAL DEATH & DISMEMBERMENT

Benefit:	Units of \$10,000
Maximum Benefit:	\$150,000
No-Evidence Limit:	Evidence of insurability is required for all amounts of insurance.
Reduction:	Reduces by 50% at age 65
Termination:	Employee's termination under the policy or spouse's age 70 whichever is earlier.

SCHEDULE OF BENEFITS

EXTENDED HEALTH BENEFITS

Benefit Period - 12 month period from January 1st to December 31st.

Survivor Benefit - 24 months.

Termination Age - Employee's age 70 or prior retirement.

For detailed descriptions and limitations for these benefits refer to the Extended Health Benefit section

The Company will pay for eligible services or supplies (up to the maximum outlined below or the **Reasonable and Customary Charge**, whichever less), for a **Person Insured**, that are **Medically Necessary** for the treatment of a **Sickness or Injury**.

Key: **Ref** – Doctor's referral required **Coins** – Coinsurance amount
Ded S/F – Single & Family deductibles **Max** – Maximums and other limitations

The insured(s) are covered for the following with an **unlimited** maximum, with any exceptions noted.

The overall combined deductible for EHB, per benefit period, is:
Single amount – \$0 **Family amount** – \$0

Drugs

	Coins	Ded S/F	Max
Wallet Card - Generic Prescription (including Anti-Obesity Drugs). Plan will pay the Provincial Reasonable and Customary Dispensing Fee and the employee will pay the balance.	80%	\$0/\$0	

SCHEDULE OF BENEFITS

Major Medical

	Coins	Ded S/F	Max
Accidental dental	100%		
Ambulance	100%		
Diagnostic tests	100%		\$500 per benefit period
Hearing aid	100%		\$500 per 60 consecutive months
Private duty nursing	100%		\$5,000 per benefit period
Routine eye exam, to age 18	100%		\$50 once per 12 consecutive months
Routine eye exam	100%		\$50 once per 24 consecutive months

Hospital Coverage

	Coins	Ded S/F	Max
Convalescent hospital	100%		\$20 per day, 120 days per claim
Semi private hospital room	100%		

SCHEDULE OF BENEFITS

Medical Supplies and Appliances

- Medical Supplies and Appliances require a Doctor's referral.
- If there is no maximum outlined below, the Company will pay the Reasonable and Customary Charge for eligible supplies and appliances that are Medically Necessary for the treatment of a Sickness or Injury, for a Person Insured.

	Coins	Ded S/F	Max
Apnea machine (CPAP)	100%		\$2,000 per 60 consecutive months
Apnea machine supplies	100%		
Apnea mask	100%		once per benefit period
Artificial eye; initial prosthesis	100%		once per lifetime
Artificial eye; repair & replacement	100%		\$1,000 per benefit period
Artificial limb; initial prosthesis	100%		once per lifetime
Artificial limb; repair & replacement	100%		\$1,000 per benefit period
Blood pressure monitor	100%		\$100 lifetime
Brace	100%		once per benefit period
Crutches	100%		
Custom Orthotics	100%		\$200 per benefit period
Diabetic monitor	100%		\$1,000 lifetime
External breast prosthesis	100%		once per benefit period
Hospital bed	100%		
Insulin pump	100%		\$4,000 per 60 consecutive months
Insulin pump supplies	100%		
IPP Breathing machine	100%		
Orthopaedic shoes	100%		\$200 per benefit period
Ostomy supply	100%		
Support hose	100%		\$100 per benefit period
Surgical bras	100%		twice per benefit period
TENS	100%		\$1,500 lifetime
Viscosupplementation	100%		\$600 per benefit period
Wheelchair; electric	100%		\$3,000 lifetime
Wheelchair; manual	100%		\$1,000 lifetime
Wigs, post-chemotherapy	100%		\$500 lifetime

SCHEDULE OF BENEFITS

Paramedical Practitioners

Provincial and territorial legislation specifies for each province or territory which paramedical practitioners are, or are not, regulated. In cases where the paramedical practitioner is not regulated, Empire Life has set the required level of education, training and/or professional affiliations.

We strongly recommend that you visit the Plan Member Web site at www.empire.ca prior to your visit to ensure that the paramedical practitioner possesses credentials acceptable to Empire Life.

- Chiropodist and Podiatrist have a combined maximum of \$350
- Physiotherapist and Occupational Therapist have a combined maximum of \$350

	Ref	Coins	Ded S/F	Max
Acupuncturist		100%		\$350 per benefit period
Chiropodist		100%		\$350 per benefit period subject to any combined maximum or limitation shown above
Chiropractor		100%		\$350 per benefit period
Clinical Psychologist		100%		\$350 per benefit period
Massage therapist	Yes	100%		\$350 per benefit period
Naturopath		100%		\$350 per benefit period
Occupational therapist		100%		\$350 per benefit period subject to any combined maximum or limitation shown above
Osteopath		100%		\$350 per benefit period
Physiotherapist		100%		\$350 per benefit period subject to any combined maximum or limitation shown above
Podiatrist		100%		\$350 per benefit period subject to any combined maximum or limitation shown above
Social Worker (MSW required)		100%		\$350 per benefit period
Speech therapist		100%		\$350 per benefit period

SCHEDULE OF BENEFITS

Vision

Maximums:

- Frames and Lenses (including Single Vision and Safety glasses), Bifocals, Trifocals, Laser Eye Surgery and Regular Contacts have a combined maximum of \$150 per 24 consecutive months
- Contact lenses - special (required for severe corneal scarring, keratoconus or aphakia) have a maximum of \$200 per 24 consecutive months

Coinsurance:

- 100% on the covered procedures listed below except where otherwise noted

Deductible:

- There is no deductible on the covered procedures listed below

Covered Procedures:

- Bifocal glasses
- Contact lenses
- Contact lenses - special (required for severe corneal scarring, keratoconus or aphakia)
- Frames and Lenses (including Single Vision and Safety glasses)
- Laser eye surgery
- Trifocal glasses

SCHEDULE OF BENEFITS

Out of Province Coverage

Out of Province Emergency – \$5,000,000 lifetime maximum (combined)

- one period is 60 continuous days from the date of departure.
- Trip delay, Return of Dependant Children and Visit of Family Member have a combined maximum of \$5,000

	Coins	Ded S/F	Max
Emergency Charges for Other Eligible Medical Expenses	100%	\$0/\$0	
Emergency Hospital In-Patient Room Charges	100%	\$0/\$0	
Emergency Hospital Out-Patient Charges	100%	\$0/\$0	
Emergency Physicians Charges	100%	\$0/\$0	
Medical transport	100%	\$0/\$0	\$50,000 per emergency
Out of country	100%	\$0/\$0	
Repatriation of remains	100%	\$0/\$0	\$5,000 per emergency
Return of dependant children	100%	\$0/\$0	\$5,000 per emergency (combined)
Trip delay	100%	\$0/\$0	\$5,000 per emergency (combined)
Vehicle return	100%	\$0/\$0	\$1,000 per emergency
Visit of Family Member - travel/meals/accommodation	100%	\$0/\$0	\$5,000 per emergency (combined), \$150 per day

Out of Province Referral – \$15,000 lifetime maximum (combined)

	Coins	Ded S/F	Max
Out of province; referral; hospital	100%		\$150 per day
Out of province; referral; other	100%		
Out of province; referral; physician	100%		

SCHEDULE OF BENEFITS**DENTAL**

Deductible Amount:	Single \$0 Family \$0	
Coinsurance:	Basic Restorative, Periodontics/Endodontics	80%
Benefit Period Maximum:	Basic Restorative, Periodontics/Endodontics	\$1,500
Dental Fee Guide:	Current Dental Association Fee Guide for General Practitioners by Province of Residence - all provinces except Alberta. 1997 Alberta Dental Association Fee Guide for General Practitioners plus current inflationary adjustment as determined by the Company - province of Alberta.	
Survivor Benefit:	24 months.	
Benefit Period:	12 month period from January 1st to December 31st.	
Dental Recall Frequency:	5 months (Please refer to LEGEND #2 and #17 under Basic Restorative)	
Termination:	Employee's age 70 or prior retirement.	

GENERAL PROVISIONS

ELIGIBILITY

You are eligible for coverage under this Plan if you:

- have satisfied the Eligibility Period;
- have not reached the Termination Age of each respective benefit as specified in the Schedule of Benefits; and
- are Actively at Work.

EVIDENCE OF INSURABILITY

If your written request for coverage is received within 31 days of being eligible, Evidence of Insurability will only be required for any amounts in excess of the respective No Evidence Limits, as specified on the Schedule of Benefits.

After you have become insured under the Plan, if the No Evidence Limit is increased, your coverage will be held at the No Evidence Limit in effect prior to the increase if:

- you did not provide Evidence of Insurability, or
- you provided Evidence of Insurability, however, the evidence provided resulted in coverage being declined.

Should your written request for coverage be received after 31 days of becoming eligible for coverage and the Policy is mandatory, premiums are payable from the date you became eligible. If however, the Policy is non-mandatory, you will be required to submit Evidence of Insurability for all insurance. Coverage will not become effective until evidence has been reviewed and approved. For further information, please see your Plan Administrator or your Personnel Department.

COORDINATION OF BENEFITS

If your Plan includes Extended Health, Dental, Medical Expense (Vital Assist Health Benefit Provision) or Health Care Spending Account Benefits and if either you or your dependants are entitled to benefits under this Plan and any other plan for the same expense, the amount payable will be co-ordinated and/or reduced under this Plan to ensure the total amount payable under all plans does not exceed the amount of the expense incurred. For further information, please see your Plan Administrator or your Personnel Department.

LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract (this Policy) is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

TERMINATION OF COVERAGE

Your benefits will terminate whenever one of the following first occurs:

- termination of employment; or
- premiums are not submitted on your behalf; or
- the Policy is terminated; or

you no longer satisfy one or more of the eligibility requirements above.

PAYMENT OF CLAIMS**Claim Filing**

If you wish to claim for any benefit, please see your employer who will provide you with the correct forms and explain how you should file a claim. You should save all bills and original receipts for medical expenses as they will be required for proof of claim.

Whenever possible, you should promptly submit the completed claim form and any actual bills or receipts (**not photocopies**). EMPIRE LIFE should be notified within 31 days of any event which will give rise to a claim, or within 45 days whenever you are absent from work due to a disability.

Claim Submission Period

You have 90 days to submit the required proof of any death and disability claims. For dental and extended health claims, claim forms must be submitted within 365 days from the date the claim was incurred or within 90 days of Policy termination, whichever comes first. For Vital Assist Health Benefit claims, initial claim forms must be submitted within 9 months from your Date of Claim Eligibility and Medical Expense Benefit claims must be submitted within the Medical Expense Benefit Period or within 90 days after Benefit termination.

If your Plan includes a Health Care Spending Account (HCSA), claim forms must be submitted during the current Benefit Period (or Balance or Expense Carry Forward Period, if applicable, and subject to any HCSA Grace Period) or within 90 days after your termination or retirement under the Policy. If the Benefit terminates, no HCSA claims will be processed or paid after the termination date (unless claims are received at Empire Life prior to the date of termination).

For extended health claims incurred outside of your province of residence, you should first submit a claim to your provincial health plan, then submit a copy of the provincial health plan payment along with your claim form to EMPIRE LIFE.

However, should your Plan include Travel Emergency Assistance coverage and you have an emergency while travelling, 24 hour assistance is available by calling one of the phone numbers that appear on the back of your Wallet Card and identifying yourself by the information on the front of the card. An operator at Allianz Global Assistance will assist you.

Payment

Claims will be paid after the proof of claim is received. Any death benefit due will be paid to the named beneficiary, if living. Otherwise it will generally be paid to the estate. All other benefits will be paid as directed by you on the claim form. **Please note:** Under some circumstances, Extended Health Benefits and Medical Expense Benefits (Vital Assist Health Benefit) may not be payable until the Government Health Insurance Plan concerned has paid its' yearly maximum. Check with your Plan Administrator or your Personnel Department if you require further details.

ACCESS TO PERSONAL INFORMATION

At EMPIRE LIFE we create enrollment, medical and claims files in order to determine the amount of coverage you and/or your dependants (if applicable) are eligible for and to process any claims you or your dependants may incur. The information contained in these files, which is used by various departments, may allow you and/or your dependants to be identified. However, any file containing your medical status is accessible only to authorized individuals within our Medical Underwriting and Claims Departments.

Subject to the exceptions established by applicable law, you may request access to your files either in person, by showing proper identification at our Head Office, or by contacting our Head Office in writing with your request. You have the right to rectify any information which is incorrect (dependent on the circumstance, proof may be required) in your file and also to have any information reproduced and transmitted to you for a reasonable charge. If you prefer, you may contact your Group Office with your request and they will communicate your request to our Head Office in Kingston, Ontario. Telephone numbers and mailing addresses of both Head Office and your Group Office can be obtained from your Administrator.

You may request a copy of your group insurance enrollment form or application and any record or written statement not otherwise part of the application that you provided to Empire Life as evidence of insurability. On reasonable notice you may also request a copy of the group insurance Policy. First copies will be provided at no cost to you but a fee may be charged for subsequent copies.

LIFE INSURANCE BENEFIT

AMOUNT OF INSURANCE

The amount of your Basic Life Insurance coverage is described on the Schedule of Benefits page. You may be required to submit Evidence of Insurability. If you are, you will only be insured for the No Evidence Limit until the evidence is approved.

You may, at your option, purchase Optional Life Insurance as outlined on the Schedule of Benefits page. Your Plan administrator can tell you the cost of this optional coverage.

If you are interested, you will be asked to complete a statement of health form and your optional insurance will only be effective when EMPIRE LIFE approves the evidence of health you have provided.

DEATH BENEFIT

The amount of life insurance for which you are covered will be payable upon your death to your last named beneficiary.

APPOINTMENT OF BENEFICIARY

Your beneficiary will be as designated in your individual application for group insurance, or, if applicable, as designated under your previous carrier's coverage. If your designation is carried over from your previous carrier's coverage we recommend you review the existing designation to ensure it reflects your current intention. The most recent designation will apply.

You may name anyone you please as your beneficiary, and you may change your beneficiary at any time, subject to the laws of your province by filing written notice with EMPIRE LIFE. If you do not appoint a beneficiary or if your beneficiary predeceases you, the death benefit will be payable to your estate.

WAIVER OF PREMIUM

If you become Totally Disabled, as defined below, you may qualify to have your life insurance continue until you reach age 65 without payment of any premiums. To be eligible, you must be disabled before your 65th birthday or your retirement, whichever occurs first, and you must have been unable to work throughout the Elimination Period as shown in the Schedule of Benefits before the premium will be waived.

"Total Disability/Totally Disabled" means during the Elimination Period and the Own Occupation Period, if any, as shown on the Schedule of Benefits page, such a continuous state of incapacity resulting from injury or sickness that you will be completely prevented from performing the essential duties pertaining to your own occupation. Other than during the Own Occupation Period, if any, it means such a continuous state of incapacity resulting from injury or sickness that you will be completely prevented from engaging in any gainful occupation or from performing any work for remuneration or profit for which you are reasonably fitted by education, training or experience.

LIVING BENEFIT

If you are under age 62 and suffer a terminal illness from which death is expected within 24 months and you have been approved for the Waiver of Premium Benefit above, you may qualify for a Living Benefit. A Living Benefit is an advance payment of a portion of the amount of your Basic Life coverage described on the Schedule of Benefits page.

The Living Benefit consists of 50% of the amount of your Basic Life coverage to a maximum of \$50,000.

Upon your death, the Death Benefit will equal the sum insured on your date of death less the Living Benefit paid and the interest accrued on the Living Benefit.

CONVERSION PRIVILEGE

Should you leave your Employer's service while the Group Policy is in force or turn 65 years old, you may arrange to convert that portion of your Life Insurance, without medical examination, to an individual policy of any one of the standard level premium Life, Term to Age 65 or One Year Term plans then being issued by EMPIRE LIFE, provided application for the converted policy is made within 31 days of termination of employment. The amount will be limited to the lesser of:

- a) the amount of your Life Insurance to a maximum of \$200,000 (or the amount required by provincial legislation, if applicable); and
- b) the difference between your amount of Life Insurance in effect upon termination and the amount of life insurance for which you are or become eligible for within the 31 day conversion period.

EXCLUSIONS

No Optional Benefit is payable if death is a result of suicide and occurs within two years of this coverage becoming effective or within two years of the effective date of any increase in the Optional Benefit.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Definitions

Where used in this Provision,

"Accident" will mean a single, sudden, violent, unintended, unexpected, external event that causes a Loss, independent of any other cause.

"Amount of Insurance" will be the amount of Accidental Death and Dismemberment Benefit as shown on the Schedule of Benefits.

"Loss" will mean:

- with respect to hands or feet, complete severance at or above the wrist or ankle joint;
- with respect to eyes, entire and irrecoverable loss of the sight thereof beyond remedy by surgical or other means;
- with respect to arms and legs, complete severance at or above the elbow or knee joints;
- with respect to a thumb and index finger, complete severance at or above the metacarpophalangeal joint;
- with respect to speech, entire and irrecoverable loss of ability to speak intelligibly; and
- with respect to hearing, entire and irrecoverable loss of hearing.

"Loss of use" will mean with respect to arms, hands, legs and feet, total loss of the ability to perform each and every action and service the arm, hand, leg or foot was able to perform before the Accident occurred. Loss of use must be entire and irrecoverable.

The amount of insurance payable as a result of loss of speech or hearing will be payable only after such loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

"Motorized Vehicle" will mean a vehicle that is drawn, propelled or driven by any means other than muscular power, including but not limited to, an automobile, motorcycle, boat, snowmobile, all terrain vehicle, personal watercraft or farm equipment.

Exposure and Disappearance

If you are unavoidably exposed to the elements due to an Accident, and as a result of such exposure, you suffer a Loss for which a benefit would otherwise have been payable, such Loss will be covered by this benefit provision.

Where you disappear and your body is not found within 365 days of the disappearance, forced landing, stranding, sinking or wrecking of a vehicle in which you were an occupant, it will be presumed, subject to there being no evidence to the contrary and subject to all other terms and conditions of this benefit provision, that you suffered Loss of Life caused by Accident.

Payment of Benefit

While insured under this Provision, if you suffer a Loss, a benefit as set out in the Schedule of Losses will be paid. Where more than one Loss results from an Accident, only one benefit will be payable. The benefit payable will be for the single Loss which provides the highest amount of benefit.

The benefit payable as a result of Loss of speech or hearing, or Loss of Use of a limb or appendage thereof will be payable only after such Loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

Waiver of Premium

The premium payable under this Provision will be waived during the period for which your Life Insurance premium is waived due to Total Disability.

Schedule of Losses and Benefit Payable

For any one accident, the amount payable will be for the Loss which provides the highest amount of benefit.

For Loss of:

Life	100% of the Amount of Insurance
Both feet	100% of the Amount of Insurance
One hand and one foot	100% of the Amount of Insurance
Both hands	100% of the Amount of Insurance
One hand and sight of one eye	100% of the Amount of Insurance
One foot and sight of one eye	100% of the Amount of Insurance
Both legs	100% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
4 fingers on the same hand	33% of the Amount of Insurance
Thumb and index finger on the same hand	33% of the Amount of Insurance
4 toes on the same foot	33% of the Amount of Insurance

For Loss of Use of:

Both upper and lower limbs (Quadriplegia)	200% of the Amount of Insurance
Both legs (Paraplegia)	200% of the Amount of Insurance
Upper and lower limbs on one side of body (Hemiplegia)	200% of the Amount of Insurance
Both arms (Paraplegia Superior)	200% of the Amount of Insurance
Sight of both eyes	100% of the Amount of Insurance
Speech and hearing in both ears	100% of the Amount of Insurance
Hearing in both ears	75% of the Amount of Insurance
Sight of one eye	75% of the Amount of Insurance
Speech	75% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
Hearing in one ear	25% of the Amount of Insurance

Additional Benefits

Seat Belt Benefit

In the event that you suffer a Loss which results in a Payment of Benefit under this Provision, the Company will pay an additional sum equal to 10% of the Amount of Insurance payable if you die or are injured while a passenger or driver in an automobile while wearing a properly fastened seat belt. The verification of the use of the seat belt must be part of the official report of the Accident for this benefit to be payable.

Child Benefit

In the event you die due to an Accident which results in a Payment of Benefit under this Provision, in addition to the Amount of Insurance Payable, the Company will pay a lump sum to the beneficiary in the amount of \$2,500 for each of your Dependant Children.

EXCLUSIONS

The benefits of this Provision will not be payable if the Loss results directly or indirectly from:

- suicide, attempted suicide, or intentional self-inflicted injury;
- the participation in, or attempt to participate in, a criminal offence whether or not convicted of such offence;
- illness, virus, infection, pathogen, or disease of any kind, or medical or surgical treatment for illness, virus, infection, pathogen, or disease;
- injuries of which there is no visible contusion or wound on the exterior of the body other than drowning or internal injuries revealed by autopsy;
- drugs, poison or poisonous substances, gas or fumes, voluntarily, intentionally administered or inhaled;
- insurrection, war or hostilities of any kind, whether war is declared or not;
- any armed conflict or service in the armed forces;
- voluntary participation in a riot or any disturbance of the public order;
- service, travel or flight in or descent from any type of aircraft, for the purposes of aeronautical instruction, instruction or participating in sky-diving or any duties whatsoever in relation to the aircraft or flight;
- bodily injury suffered prior to the effective date of this Provision; or
- the operation of a Motor Vehicle while having in excess of 80 milligrams of alcohol per 100 millilitres of blood.

DEPENDANT LIFE INSURANCE BENEFIT

DEATH BENEFIT

This benefit insures your spouse and children for the amount of coverage shown on the Schedule of Benefits. If your spouse or one of your children die you will receive this amount.

ELIGIBLE DEPENDANTS

Dependants eligible for this benefit include your spouse or common-law spouse (1 year(s) cohabitation) and your unmarried dependent children under the age of 22 years (26 years if attending school on a full time basis).

A common-law couple should publicly represent themselves to society as married. Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law Spouse.

WAIVER OF PREMIUM

The premium payable under this Provision will be waived during the period for which the Life Insurance premium is waived due to your becoming Totally Disabled.

CONVERSION PRIVILEGE

If your Dependant Life Insurance coverage under this benefit ceases because you are no longer eligible for insurance under this Policy, your Spouse (and Insured Dependants, as required by provincial legislation, if applicable) may convert the amount of the Dependant Life Insurance benefit terminated without medical evidence, to an individual policy. This individual policy may be issued on any one of the standard level premium Life plans then being issued by EMPIRE LIFE. Application for the individual policy must be made while the group policy is in force and within 31 days after the earlier of:

- the date you die, or
- the date you cease to be insured, or
- your Spouse's 65th birthday.

Insured Dependant conversion privilege applies only where required by provincial legislation. The spousal conversion privilege applies in all provinces and territories.

VITAL ASSIST HEALTH BENEFIT

Definitions

Where used in this Provision,

"Lump Sum Health Benefit" will mean the lump sum payment as shown on the Schedule of Benefits to the Insured Employee on approval by the Company for the Vital Assist Health Benefit.

"Medical Expense Benefit" will mean the amount as shown on the Schedule of Benefits for reimbursement of Eligible Expenses incurred by a Person Insured during the Medical Expense Benefit Period, while insured under this Provision.

"Eligible Expense" for the purpose of the Medical Expense Benefit, will mean all medical expenses incurred by a Person Insured while this Provision is in effect, that are not eligible under any other Plan and qualify under the Canada Revenue Agency (CRA) "medical expense" definition in the Income Tax Act.

"Date of Diagnosis" will mean the date an Insured Employee is diagnosed by a Specialist with one of the four medical conditions covered under this Provision.

"Date of Claim Eligibility" will mean the date an Insured Employee meets the requirements for a Covered Condition, provided the Vital Assist Health Benefit was in force at the time the Insured Employee was last Actively at Work.

"Covered Condition" will mean the diagnosis of one of the four medical conditions covered under this Provision: Cancer, Stroke, Heart Attack (Myocardial Infarction), or Coronary Artery Bypass Surgery, for which the Insured Employee, within 60 days of the Date of Diagnosis:

1. is hospitalized on an in-patient basis for 72 consecutive hours, or
2. is absent from work for 2 consecutive weeks, as supported by written proof from the attending Physician.

"Cancer" will mean a malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The term cancer includes leukemia, lymphoma, and Hodgkin's disease. The Diagnosis must be confirmed with a valid pathology report and a report from a Specialist.

The following cancers are excluded:

1. All tumours which are histologically described as benign, pre-malignant, borderline malignant, low malignant potential, or non-invasive;
2. Any lesion described as carcinoma in-situ;
3. All non-melanoma skin cancers.

"Stroke" will mean a cerebrovascular event resulting in irreversible death of brain tissue due to intracranial hemorrhage or due to embolism or thrombosis in an intracranial vessel. This event must result in permanent neurological functional impairment with objective neurological abnormal signs on physical examination by a neurologist at least 2 weeks after the event. The Diagnosis must also be supported by findings on brain imaging and must be consistent with the diagnosis of a new stroke.

Transient Ischemic Attacks (TIA) are excluded.

"Heart Attack (Myocardial Infarction)" will mean the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area as a consequence of coronary artery disease. The diagnosis must be supported by all three (3) of the following criteria and be diagnostic of a new definite acute myocardial infarction:

1. Symptoms clinically accepted as consistent with the diagnosis of an acute myocardial infarction; and
2. New characteristic electrocardiographic changes; and
3. The characteristic rise above accepted normal values of biochemical cardiac specific markers. For any myocardial infarction occurring during an angioplasty, the troponin rise must be more than 3 times increased.

Angina is specifically excluded.

"Coronary Artery Bypass Surgery" will mean the undergoing of open-heart surgery to correct narrowing or blockage of one or more coronary arteries with insertion bypass graft(s).

Balloon Angioplasty (PCTA), stenting and all other intra-arterial catheter based techniques are excluded.

BENEFIT

If the Vital Assist Health Benefit was in force when you were last Actively at Work and you have met the requirements of a Covered Condition, you may qualify for the Maximum Benefit Amount as shown on the Schedule of Benefits.

PAYMENT OF BENEFIT

Upon receipt of proof satisfactory to the Company that (i) the Vital Assist Health Benefit was in force when you were last Actively at Work; (ii) you have met the requirements of a Covered Condition; and (iii) the Vital Assist Health Benefit has remained in force since the date you were last Actively at Work, a Lump Sum Health Benefit (as shown on the Schedule of Benefits for this Provision) will be paid to you, or your Beneficiary, if applicable.

Upon payment of the Lump Sum Health Benefit, you/your Beneficiary will be eligible for a Medical Expense Benefit (as shown on the Schedule of Benefits for this Provision) for reimbursement of Eligible Expenses incurred after your Date of Claim Eligibility and during the Medical Expense Benefit Period, provided this Provision is in force.

The Vital Assist Health Benefit is payable once in your lifetime.

BENEFIT TERMINATION

The Lump Sum Health Benefit will terminate once the Lump Sum Health Benefit is paid to the Insured Employee.

The Medical Expense Benefit will terminate on the first to occur of the date:

- a) the Insured Employee no longer meets the definition of Employee,
- b) the Medical Expense Benefit Period ends,
- c) the Insured Employee dies,
- d) the Policy is terminated, or
- e) the Insured Employee attains the Termination Age as stipulated in the Schedule of Benefits for this Provision.

CHARGES NOT COVERED

No benefits of this Provision will be payable for any of the following:

- Eligible Expenses for which benefits are payable under any other Benefit Provision of this Policy or any other Plan, if applicable;
- Eligible Expenses payable in whole or in part by a government under any Government Health Insurance Plan or which would have been payable had the Person Insured been insured thereunder or had proper application been made;
- Eligible Expenses to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- Eligible Expenses, the charge for which the Person Insured is not legally required to pay, or for which there is no charge, or for which there would have been no charge but for the existence of insurance;
- Eligible Expenses which are not necessary according to generally accepted standards of medical practice;
- Eligible Expenses resulting from any attempted suicide, or any intentional self-inflicted injury or illness while sane or insane;
- Eligible Expenses resulting from drugs, poison or poisonous substances, gas or fumes, voluntarily administered or inhaled;
- Eligible Expenses resulting from insurrection, war or hostilities of any kind, whether war is declared or not;
- Eligible Expenses resulting from any armed conflict or service in the armed forces;
- Eligible Expenses resulting from voluntary participation in a riot or any disturbance of the public order; or
- Eligible Expenses resulting from the Person Insured's committing of, attempt to commit, or provoking of any violation of the criminal law including, without restriction, an assault.

OPTIONAL SPOUSAL LIFE

If you have elected optional insurance for your Spouse and satisfactory evidence has been sent to and approved by EMPIRE LIFE, then your Spouse is insured for Optional Spousal Life insurance described on the Schedule of Benefits. If your Spouse dies, this amount will be payable to you. However, if death occurs within two years of the effective date of the Optional Spousal Life insurance or within two years of the effective date of each increase in the amount of Optional Spousal Life insurance, and death resulted from suicide or self-inflicted wounds then the Optional Spousal Life insurance will not be payable.

EXCLUSIONS

Optional Spousal Life insurance does not include waiver of premium or conversion privilege.

**OPTIONAL SPOUSAL ACCIDENTAL DEATH
& DISMEMBERMENT BENEFIT**

Definitions

Where used in this Provision,

"Accident" will mean a single, sudden, violent, unintended, unexpected, external event that causes a Loss, independent of any other cause.

"Amount of Insurance" will be the amount of Optional Spousal Accidental Death and Dismemberment Benefit as shown on the Schedule of Benefits.

"Loss" will mean:

- with respect to hands or feet, complete severance at or above the wrist or ankle joint;
- with respect to eyes, entire and irrecoverable loss of the sight thereof beyond remedy by surgical or other means;
- with respect to arms and legs, complete severance at or above the elbow or knee joints;
- with respect to a thumb and index finger, complete severance at or above the metacarpophalangeal joint;
- with respect to speech, entire and irrecoverable loss of ability to speak intelligibly; and
- with respect to hearing, entire and irrecoverable loss of hearing.

"Loss of use" will mean with respect to arms, hands, legs and feet, total loss of the ability to perform each and every action and service the arm, hand, leg or foot was able to perform before the accident occurred. Loss of use must be entire and irrecoverable.

The amount of insurance payable as a result of loss of speech or hearing will be payable only after such loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

"Motorized Vehicle" will mean a vehicle that is drawn, propelled or driven by any means other than muscular power, including but not limited to, an automobile, motorcycle, boat, snowmobile, all terrain vehicle, personal watercraft or farm equipment.

Exposure and Disappearance

If your Spouse is unavoidably exposed to the elements due to an Accident, and as a result of such exposure, your Spouse suffers a Loss for which a benefit would otherwise have been payable, such Loss will be covered by this benefit provision.

Where your Spouse disappears and the body is not found within 365 days of the disappearance, forced landing, stranding, sinking or wrecking of a vehicle in which your Spouse was an occupant, it will be presumed, subject to there being no evidence to the contrary and subject to all other terms and conditions of this benefit provision, that your Spouse suffered Loss of Life caused by Accident.

Payment Of Benefit

If your Spouse, while insured under this Provision, suffers a Loss, a benefit as set out in the Schedule of Losses will be paid. Where more than one Loss results from an Accident, only one benefit will be payable. The benefit payable will be for the single Loss which provides the highest amount of benefit.

The benefit payable as a result of Loss of speech or hearing, or Loss of Use of a limb or appendage thereof will be payable only after such Loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

Schedule of Losses and Benefit Payable

For any one accident, the amount payable will be for the Loss which provides the greatest benefit.

For Loss of:

Life	100% of the Amount of Insurance
Both feet	100% of the Amount of Insurance
One hand and one foot	100% of the Amount of Insurance
Both hands	100% of the Amount of Insurance
One hand and sight of one eye	100% of the Amount of Insurance
One foot and sight of one eye	100% of the Amount of Insurance
Both legs	100% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
4 fingers on the same hand	33% of the Amount of Insurance
Thumb and index finger on the same hand	33% of the Amount of Insurance
4 toes on the same foot	33% of the Amount of Insurance

For Loss of Use of:

Both upper and lower limbs (Quadriplegia)	200% of the Amount of Insurance
Both legs (Paraplegia)	200% of the Amount of Insurance
Upper and lower limbs on one side of body (Hemiplegia)	200% of the Amount of Insurance
Both arms (Paraplegia Superior)	200% of the Amount of Insurance
Sight of both eyes	100% of the Amount of Insurance
Speech and hearing in both ears	100% of the Amount of Insurance
Hearing in both ears	75% of the Amount of Insurance
Sight of one eye	75% of the Amount of Insurance
Speech	75% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
Hearing in one ear	25% of the Amount of Insurance

Additional Benefits

Seat Belt Benefit

In the event that your Spouse suffers a Loss which results in a Payment of Benefit under this Provision, the Company will pay an additional sum equal to 10% of the Amount of Insurance payable if your Spouse dies or is injured while a passenger or driver in an automobile while wearing a properly fastened seat belt. The verification of the use of the seat belt must be part of the official report of the accident for this benefit to be payable.

Child Benefit

In the event that your Spouse dies due to an Accident which results in a Payment of Benefit under this Provision, in addition to the Amount of Insurance Payable, the Company will pay a lump sum to the beneficiary in the amount of \$2,500 for each of your Dependant Children.

EXCLUSIONS

The benefits of this Provision will not be payable if the Loss results directly or indirectly from:

- suicide, attempted suicide, or intentional self-inflicted injury;
- the participation in, or attempt to participate in, a criminal offence whether or not convicted of such offence;
- illness, virus, infection, pathogen, or disease of any kind, or medical or surgical treatment for illness, virus, infection, pathogen, or disease;
- injuries of which there is no visible contusion or wound on the exterior of the body other than drowning or internal injuries revealed by autopsy;
- drugs, poison or poisonous substances, gas or fumes, voluntarily administered or inhaled;
- insurrection, war or hostilities of any kind, whether war is declared or not;
- any armed conflict or service in the armed forces;
- voluntary participation in a riot or any disturbance of the public order;
- service, travel or flight in or descent from any type of aircraft, for the purposes of aeronautical instruction, instruction or participating in sky-diving or any duties whatsoever in relation to the aircraft or flight;
- bodily injury suffered prior to the effective date of this Provision; or
- the operation of a motor vehicle while having in excess of 80 milligrams of alcohol per 100 millilitres of blood.

EXTENDED HEALTH BENEFIT

ELIGIBLE EXPENSES

The Extended Health Benefit under this Policy covers all eligible expenses described on the following pages which are not covered by your Government Health Insurance Plan.

The eligible expenses:

- must be incurred while you are insured under the Policy,
- must be reasonable, customary and necessary in the treatment of sickness or injury,
- must be ordered by a qualified doctor who is neither insured for benefits under the policy nor related to the Person Insured's family by blood or marriage,
- must be submitted within 365 days after the date the expense was incurred or within 90 days of the termination of insurance, whichever is earlier.

All eligible expenses may be subject to a Deductible Amount, a Coinsurance Amount and a Maximum benefit amount.

Example: If your Plan has a \$500 Diagnostic Laboratory Maximum with 80% Coinsurance and a \$50 Deductible

\$1,000 claim is submitted for a CAT scan

The eligible amount is \$1,000

\$50 Deductible is applied - reduces amount to \$950

80% Coinsurance is applied - reduces amount to \$760

Benefit Maximum is \$500

Amount payable is \$500

Eligible drug expenses will not include any costs in excess of the reasonable and customary amount for that drug. Any Dispensing Fee, if applicable, which exceeds the maximum Dispensing Fee will not be covered. Such excess is not considered an eligible drug expense under the Policy. Please refer to **NOTE** on the Drug Component page.

An emergency means a sudden, unexpected occurrence (disease or injury) that requires immediate medical attention. This includes treatment (non-elective) for immediate relief of severe pain, suffering or disease which cannot be delayed until the Person Insured returns to their province of residence.

DEDUCTIBLE AMOUNT

The Benefit Period Deductible Amount, if any, as shown in the Schedule of Benefits Page, is the amount that you are responsible for, in each Benefit Period, before health benefits are payable under this Plan.

The Per Prescription Deductible Amount, if any, as shown in the Schedule of Benefits Page, will be applicable to each prescription for eligible expenses for drugs and neither the Single nor the Family Deductible Amount will be applicable to such eligible expenses.

COINSURANCE AMOUNT

The Coinsurance Amount, as shown on the Schedule of Benefits page, is the percentage of eligible expenses paid by your Plan less the Deductible Amount, if any.

LIFETIME MAXIMUM

The Lifetime Maximum, as shown on the Schedule of Benefits, is the total aggregate amount payable per person, for eligible expenses incurred inside or, if insured, outside of your Province of Residence, for all periods in which you have been insured under this Benefit, whether consecutive or not.

EXTENSION OF BENEFITS

If you (or your dependant, if applicable) are totally disabled when your Extended Health Benefit terminates, eligible expenses that you incur as a result of the disability will be paid for up to 90 days following termination during the continuation of disability or to the date you become eligible for benefits under another plan, if earlier.

SURVIVORS' HEALTH BENEFITS

In the event of your death while you are insured for health benefits under this Plan, the insurance for your surviving insured dependants at your death will continue in force without premium payment but not beyond the earliest of:

- a) the date of remarriage of the surviving spouse,
- b) the period indicated on the Schedule of Benefits from your death,
- c) the date of death of the survivor, or
- d) the date that the survivor no longer qualifies as a dependant, if a child.

This coverage will be provided even if the group Policy should terminate after your death.

DEPENDANTS

Dependants eligible for Extended Health Benefits are your spouse or common-law spouse, and unmarried wholly dependent children not yet 22 (or 26 if full-time students) or unmarried wholly dependent children of any age who are mentally or physically handicapped (please see your Plan Administrator for details to extend coverage for handicapped dependants).

There must be a minimum and continuous cohabitation period of 1 year(s) before a common-law spouse is recognized, and the couple should publicly represent themselves to society as married. Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law spouse.

Dependants must reside in Canada to qualify for benefits. However, children who are temporarily residing in the United States because they are attending an accredited academic institution will also be eligible for benefits provided they are insured under a Government of Canada Health Insurance Plan.

PREGNANCY

The Extended Health Benefit contains no exclusion or limitation for pregnancy or childbirth.

CHARGES NOT COVERED

Payment will not be made for charges for:

- suicide, attempted suicide, or intentional self-inflicted injury;
- Medical Care for which benefits are payable under any other Benefit Provision of this Policy;
- Medical Care resulting from insurrection, war or hostilities of any kind, whether war is declared or not;
- Medical Care resulting from any armed conflict or service in the armed forces;
- Medical Care resulting from voluntary participation in a riot or any disturbance of the public order;
- Medical Care for which the Person Insured is entitled to indemnity or compensation in accordance with the provisions of any any provincial workplace safety legislation (e.g. WSIB, WCB/CSST) or similar legislation, unless prohibited by any Government Legislation;
- Medical Care payable in whole or in part by a government under any Government Health Insurance Plan or which would have been payable had the Person Insured been insured thereunder or had proper application been made;
- Medical Care to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- Medical Care resulting from the participation in, or attempt to participate in, a criminal offence whether or not convicted of such offence;
- Medical Care provided by a medical or dental department maintained by an employer, an association, labour union, trustee or similar type of group;
- medical screening or examinations required for the use of a third party;
- broken appointments, transportation costs (including travelling time) of the practitioner, advice received by telephone or other means of telecommunication, or the completion of claim forms required by this Provision;
- Medical Care, the charge for which the Person Insured is not legally required to pay, or for which there is no charge, or for which there would have been no charge but for the existence of insurance;
- Medical Care which is not necessary according to generally accepted standards of medical practice;
- Medical Care rendered principally for cosmetic purposes (as determined by the Company), except when such Medical Care is necessitated by accidental injury;
- Medical Care for the replacement of an appliance which has been lost, mislaid or stolen or to provide any duplicate appliance;
- supplies ordered or services rendered prior to the date the person became a Person Insured;
- shipping and handling charges; or
- infant formulas, caloric supplements with or without vitamins or minerals.

HOSPITALIZATION COMPONENT

Inpatient hospital confinement, in your province of residence, for room and board and other hospital services in a semi-private and/or private room accommodation as shown on the Schedule of Benefits page with no limit on the number of days of confinement.

Coverage will be provided for the difference between the hospital's ward and semi-private rates, including Government imposed hospital deterrent charges (where legislation permits insurance of such charges), with no limit on the number of days of confinement.

DRUG COMPONENT - Generic Prescription Drugs

Coverage will include generic drugs and medicines dispensed by a Physician or Pharmacist only available on the prescription of a Physician, dentist, nurse practitioner or pharmacist where applicable based on provincial legislation to the extent that they are generally recognized as being effective in the treatment of the injury or Sickness being treated and are not excessive or unwarranted as judged by the generally accepted therapy for such Sickness or injury as determined by EMPIRE LIFE.

"Generic drugs and medicines" are the lowest cost drugs and medicines that contain the same amount of the same active ingredients in the same dosage form as that directed in a prescription.

Such drugs and medicines will also include:

- insulin supplies (i.e. needles, syringes and diagnostic tests), but excludes swabs and rubbing alcohol,
- all injectables including injectable vitamins, unless used as part of a weight reduction program, serums, and vaccines, and
- extemporaneous Compounds prepared by a pharmacist.

Exclusions

- any drug medication which may be purchased without a prescription. This further excludes over-the-counter (OTC) products whether prescribed or not,
- anabolic steroids and items deemed cosmetic.

This Plan also excludes in part:

- vitamins (except injectable and not used as part of a weight reduction program),
- patent medicines,
- first aid and surgical supplies,
- atomizers and vaporizers,
- salt and sugar substitutes,
- infant formula, dietary foods and aids,
- contact lens care products,
- diagnostic aids and laboratory tests,
- contraceptives other than oral,
- lozenges, mouthwash, toothpastes and cosmetics,
- non-medicated shampoos, skin cleansers, skin protectors, emollients and soaps, and
- any benefit covered by your Government Health Insurance Plan.

NOTE: The Dispensing Fee varies by province of residence and is capped based on a reasonable and customary charge in each province.

Infertility Treatments, Anti-Smoking Agents, Anti-Obesity Drugs & Erectile Dysfunction Drugs

a) Fertility Drugs

Fertility Drugs are not insured under this Plan.

b) Anti-Smoking Agents

Anti-smoking agents are not insured under this Plan.

c) Anti-Obesity Drugs

Anti-Obesity Drugs dispensed by a Physician or pharmacist and only available on the prescription of a Physician are eligible under this Plan. Anti-Obesity Drugs are subject to any applicable drug deductible, drug coinsurance and maximum under the Plan as outlined on the Schedule of Benefits.

d) Erectile Dysfunction Drugs

Erectile Dysfunction Drugs are not insured under this Plan.

MAJOR MEDICAL COMPONENT

Payment will be made for the following eligible expenses that you incur in your province of residence.

Medical Supplies and Appliances

This Plan will rent or purchase at the option of the Company, the following durable equipment, subject to any applicable deductible, coinsurance and maximum as outlined on the Schedule of Benefits. (Medical Supplies and Appliances require a Doctor's referral):

- aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis or chronic asthma,
- apnea monitors for respiratory dysrhythmias,
- artificial eyes, including repair and replacement,
- artificial limbs including repair and replacement but excluding myoelectrical limbs,
- bed rail,
- braces with rigid supports,
- diabetic monitoring and administration equipment,
- external breast prosthesis, and two surgical brassieres per Benefit Period, post mastectomy,
- intermittent positive pressure breathing machine,
- head halter,
- standard hospital beds, excluding electric hospital beds,
- custom made orthotic shoe insert appliances, made from plaster cast models of the person's foot, and prescribed by a Physician,
- shoulder harnesses,
- sphygmomanometers (blood pressure cuff),
- traction apparatus,
- transcutaneous electronic nerve stimulator (TENS),
- trapeze bars,
- standard wheelchairs, or where medically necessary, electrical wheelchairs

Under no circumstances will maintenance of any durable equipment be an eligible expense.

MAJOR MEDICAL COMPONENT (cont'd)**Medical Supplies and Appliances (cont'd)**

This Plan will lend or provide at the option of the Company, for the rental or purchase of the following supplies and devices, subject to any applicable deductible, coinsurance and maximum as outlined on the Schedule of Benefits. (Medical Supplies and Appliances require a Doctor's referral):

- casts,
- canes and walkers,
- cervical collar,
- Clinitest, Dextrostix, or similar home chemical testing supplies for diabetics, if excluded under Drug Component,
- colostomy apparatus and supplies,
- crutches,
- ileostomy apparatus and supplies,
- insulin, if excluded under Drug Component,
- insulin syringe, monojet type, if excluded under Drug Component,
- Jobst burn garments,
- Jobst sleeves for lymphoedema following surgery,
- Lancet, if excluded under Drug Component,
- orthopaedic shoes individually designed and constructed to medical specifications, or adjustments only made to stock shoes for orthopaedic purposes
- oxygen and oxygen supplies,
- splints, excluding dental splints,
- support hose and compression stockings
- stump socks,
- urethral catheters,
- Viscosupplementation prescribed by a Physician and limited to two sets of three injections to the maximum as outlined on the Schedule of Benefits per knee,
- wigs following chemotherapy or radiation treatment for cancer.

MAJOR MEDICAL COMPONENT (cont'd)**Ambulance Service**

This Plan will cover the cost of emergency transportation to and from hospital by a licensed ambulance. In addition, when the circumstances dictate, coverage is provided for licensed air ambulance or by commercial air fare to the nearest hospital qualified to render the necessary emergency medical care.

Private Duty Nursing Care

This Plan will cover the cost of services of a registered graduate nurse, registered nursing assistant, a certified nursing assistant, or a licensed practical nurse who is duly qualified and who is not related to you or a member of your family and who is not a resident in your home. The services must:

- be provided in a Person Insured's home, and such home is not an institution,
- be made on the recommendation of a Physician,
- commensurate with the nature and gravity of the Sickness or Injury, and
- have prior approval by Empire Life.

These services are payable up to the maximum shown on the Schedule of Benefits; however, no payment will be made for homemaking or companion duties.

MAJOR MEDICAL COMPONENT (cont'd)**Diagnostic Laboratory Procedures**

Payment will be made for eligible Diagnostic Laboratory Procedures, ordered by a Physician, and provided by a private medical laboratory. These services are payable up to the maximum shown on the Schedule of Benefits. Eligible procedures are:

- Blood Work,
- Colonoscopy,
- Computerized Axial Tomography (CAT scan),
- Electrocardiogram (ECG),
- Magnetic Resonance Imaging (MRI),
- Positron Emission Tomography (PET),
- Mammogram,
- Testing of Urine and other bodily fluids and tissues,
- Ultrasound.

Allergy testing performed by a laboratory is excluded.

Paramedical Practitioners

This Plan will include coverage for various Paramedical Practitioners, provided the services are not completed by a relative. These services are payable up to the maximum shown on the Schedule of Benefits.

Payment will be considered an eligible expense only when the maximum under any Government Health Insurance Plan has been reached, unless prohibited by law.

MAJOR MEDICAL COMPONENT (cont'd)**Dental Benefits for Accidents**

This Plan will include coverage for the services of a dentist or oral surgeon to repair or replace sound natural teeth damaged as a result of a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth, including the setting of a fractured or dislocated jaw; however, no payment will be made for services, supplies or treatment rendered for a full mouth reconstruction, for vertical dimension correction, or for correction of temporomandibular joint dysfunction. Payment will be made provided the services are rendered within 365 days of the accident and while you are insured for this benefit.

Hearing Aids

This Plan will include the cost of the purchase and repairs of (excluding batteries or routine maintenance of) hearing aids. These services are payable up to the maximum shown on the Schedule of Benefits.

Eye Exams

In provinces where routine eye exams are covered under the applicable provincial Government Health Insurance Plan, no payment will be made for routine eye exams under this Policy.

In all other provinces, claim payment will be made for one routine eye exam, performed by an Optometrist or Ophthalmologist, up to the amount indicated on the Schedule of Benefits page.

MAJOR MEDICAL COMPONENT (cont'd)**Convalescent Hospital - Covered Expenses**

The charges made by a convalescent hospital for room, board and other necessary services, in excess of the charge for ward accommodation, up to the daily amount indicated on the Schedule of Benefits Page, will be considered eligible expenses. However, the Person Insured must be admitted to the convalescent hospital within fourteen days following a period as a bedpatient of at least five days duration in a hospital. Expenses will be deemed as covered only where convalescent hospitalization is required by the attending Physician.

Benefits will be paid for the maximum period indicated on the Schedule of Benefits Page during any one period of disability.

All confinements in a convalescent hospital will be considered as one period of disability unless separated by at least ninety days.

In order to qualify under these covered expenses, a convalescent hospital must be approved by the appropriate Government Hospital Authority and be located in Canada.

Charges for custodial care in a convalescent hospital, nursing home or similar institution will not be considered eligible expenses.

A Convalescent Hospital is not a home for the aged, blind, or deaf, a domiciliary care home, a maternity home, or a home for alcoholics, drug addicts, or the mentally ill.

MAJOR MEDICAL COMPONENT (cont'd)**Vision Care**

Payment will be made up to the Vision Care maximum as indicated on the Schedule of Benefits, for the purchase and replacement (but not repair) of frames and lenses, laser eye surgery or contact lenses, prescribed by an Ophthalmologist or Optometrist, and dispensed by a licensed Optician for a Person Insured.

A consecutive month period will commence on the purchase date of the initial Eligible Expense. Following this initial purchase date, the maximum will reset as indicated on the Schedule of Benefits.

If contact lenses are for severe corneal scarring, keratoconus or aphakia and can improve the visual acuity of such Person Insured to at least 20/40 where such improvement is not possible with eye glasses, then the Vision Care maximum will be paid up to the maximum as shown on the Schedule of Benefits.

Notwithstanding the above, such benefit will not be payable for:

- cosmetic or other special purpose vision aids,
- visual training or remedial therapy,
- sunglasses or safety glasses that are not prescribed by an Ophthalmologist or Optometrist

MAJOR MEDICAL COMPONENT (cont'd)**Out of Province Benefit**

- (1) **Referral Treatment** - the following services will be included up to the Lifetime Maximum for Out of Province - Major Medical referral outlined on the Schedule of Benefits. The services must not be available in the Person Insured's province of residence and prior approval must be obtained from the Person Insured's Government Health Insurance Plan.
- (a) **Hospital Confinement** - This Plan will pay up to the maximum as shown on the Schedule of Benefits for each day of confinement for room and board and other hospital services for reasonable and customary semi-private accommodation in the area less the amount payable for those days of confinement under the Government Health Insurance Plan for the Person Insured's province of residence.
 - (b) **Doctors' Services** - This Plan will pay the actual charges rendered outside of the Person Insured's province of residence following referral by his doctor in his province of residence. The amount payable will be an amount equal to an amount paid by the Government Health Insurance Plan of the Person Insured's province of residence; however, the benefit payable from all plans will not exceed 100% of the actual incurred expense.
 - (c) **Other Medical Care** - Payment will be made for other medical care listed as an eligible expense under the same conditions and limits as if incurred in the Person Insured's province of residence.
 - (d) **Hospital Out-Patient Services** - No payment will be made for Hospital out-patient services which are on a referral basis.

MAJOR MEDICAL COMPONENT (cont'd)

- (2) **Emergency Treatment** - the following services will apply to a Person Insured who is travelling on business or vacation outside of his province of residence, for the period as shown on the Schedule of Benefits. However, if the Person Insured is hospitalized, during the period as shown on the Schedule of Benefits, coverage will continue until the date of discharge from the hospital, provided coverage has been extended under the Government Health Insurance Plan in the Person Insured's Province of residence. Eligible expenses will be allowed up to the Lifetime Maximum for Out of Province - Major Medical emergency as outlined on the Schedule of Benefits.
- (a) **Hospital Confinement** - This Plan will pay for room and board and other hospital services for emergency treatment of a sickness or injury. The amount payable will equal the daily charges for each day of confinement for reasonable and customary semi-private accommodation in the area less the amount payable for those days of confinement under the Government Health Insurance Plan in the Person Insured's province of residence.
 - (b) **Hospital Out-Patient Services** - Payment will be made for emergency Hospital out-patient services.
 - (c) **Doctors' Services** - This Plan will pay an amount equal to the amount of reasonable and customary charges and fees in excess of the amount paid or payable under the Government Health Insurance Plan in the Person Insured's province of residence.
 - (d) **Other Medical Care** - Payment will be made for other medical care listed as an eligible expense under the same conditions and limits as if incurred in the Person Insured's province of residence.
 - (e) **Out of Province Limitation; Emergencies** - No payment will be made for any Eligible Expense for continuing treatment, recurrence or complication relating to a condition or conditions incurred while a Person Insured is travelling outside of their province of residence or outside of Canada if it has been determined by a medical advisor that the Person Insured was deemed medically fit to return to his province of residence and the Person Insured chose not to do so. There must be a minimum of 60 continuous days between the date a Person Insured returns to his province of residence before again travelling outside his province of residence; otherwise, no payment will be made for any recurrence, continuation or complication of any medical condition for which a claim payment was made for such medical condition, during the immediate previous trip out of province.

MAJOR MEDICAL COMPONENT (cont'd)**(3) Travel Emergency Assistance Program**

Your extended health benefits package already covers you for extensive and comprehensive benefits while you are travelling outside of your province of residence. The Travel Emergency Assistance Program provides you and your dependants (if applicable) with fast and easy accessibility to your health care benefits plus plenty of "extras".

EMPIRE LIFE and Allianz Global Assistance (formerly known as Mondial Assistance) have made an agreement to provide assist services and claim payment services for travel emergencies. If you have an emergency while travelling, you can let us worry about paying the bills and arranging appropriate transportation home.

If you or one of your dependants (if applicable) suffer a travel emergency, we offer 24 hour access to Allianz Global Assistance. Just call one of the numbers that appear on your Wallet Card and identify yourself by the information on the front of your card. A multilingual coordinator will assist in providing the following benefits:

- (i) **24 Hour Access** - Multilingual assistance by telephone, telex and facsimile services is available 24 hours a day, 365 days a year. This includes interpretation services in most major languages.
- (ii) **Medical Referral** - Referral to a Physician, Dentist or appropriate medical facility will be provided for medical emergencies.
- (iii) **Medical Transportation** - Transportation to the nearest appropriate medical facility or to Canada will be provided if Medically Necessary to the maximum as shown on the Schedule of Benefits per emergency.
- (iv) **On-Site Hospital Payment** - A verification of insurance coverage and arrangement for payments will be provided. Services that require the payment of \$200 or less are to be paid by the Person Insured and receipts kept for reimbursement.
- (v) **Return of Deceased** - In the event of the death of a Person Insured, authorized arrangements for the preparation and transportation of the body back to the Person Insured's province of residence will be made. Expenses will be reimbursed up to the maximum as shown on the Schedule of Benefits.

MAJOR MEDICAL COMPONENT (cont'd)**Travel Emergency Assistance Program (cont'd)**

- (vi) **Return of Dependent Children** - The return of unattended dependants under the age of 16 will be provided if a Person Insured is hospitalized. Payment arrangements for economy class transportation of these Dependants to their place of residence in Canada will be made if the original ticket is void. A qualified escort will be provided if necessary.
- (vii) **Trip Delay** - If a Person Insured's scheduled return trip has been missed due to the hospitalization of that Person Insured, economy class transportation will be provided to the place of departure if the original ticket is void.
- (viii) **Visit of a Family Member** - If a Person Insured, while travelling alone, is hospitalized and the expected period of hospitalization is more than 7 days, round-trip economy class transportation to the location for one member of the immediate family will be provided. (Immediate family constitutes a parent, spouse, child, brother or sister). Expenses for meals and accommodation for the visiting family member will also be reimbursed up to the maximum for travel, meals and accommodation as shown on the Schedule of Benefits.
- (ix) **Return of Vehicle** - Assistance is provided in the return of a Person Insured's vehicle to the place of departure or to the nearest rental agency during a medical emergency. Expenses for return of vehicle will be reimbursed up to the maximum as shown on the Schedule of Benefits.
- (x) **Legal Referrals** - Legal referrals will be provided and assistance is available in arranging cash advances from credit cards or family and friends to enable the posting of bail and payment of legal fees if necessary.
- (xi) **Lost Document and Ticket Replacement** - Assistance will be provided in contacting local authorities and in the arrangement for the replacement of lost passports, travel tickets and visas.
- (xii) **Message Center** - The use of a message center will facilitate the exchange of messages between a Person Insured and his family, friends and business associates during a period of emergency. The center will hold messages for fifteen days.

Services described in vi), vii) and viii) inclusive are subject to an overall maximum as shown on the Schedule of Benefits for any one travel emergency.

MAJOR MEDICAL COMPONENT (cont'd)**Travel Emergency Assistance Program (cont'd)****Limitations**

The Travel Emergency Assistance Program services will apply to a Person Insured, who is travelling on business or vacation outside of his province of residence, for the period as shown on the Schedule of Benefits.

The Travel Emergency Assistance Program services will apply **only to designated countries** which may change from time to time. It is the **responsibility of the Person Insured to inquire** prior to his departure whether services are provided in a specific country.

EMPIRE LIFE assumes no responsibility for any medical or legal advice given by any Physician or other health care professional and/or lawyer.

EMPIRE LIFE will not be liable for the negligence or wrongful acts or omissions of any Physician or other health care professional and/or lawyer providing direct service in accordance with the above services.

DENTAL BENEFIT

AMOUNTS AND LIMITS

You are not required to use a specific dentist or dental clinic; you are free to use the dentist of your choice provided the Dentist you chose is not insured for benefits under this Plan nor related by blood or marriage.

This benefit reimburses you for charges incurred by you or your dependants (if applicable) for dental services, subject to any deductible, coinsurance and maximum benefit that may apply as outlined on the Schedule of Benefits. To assist you in knowing exactly what dental procedures are covered by the Plan, the procedures are tabulated below according to the Canadian Dental Association Procedure Coding System, which is well known to any Dental Practitioner. To be eligible for reimbursement, the charges for these items must:

- be not in excess of the suggested Dental Fee Guide as shown on the Schedule of Benefits except if rendered by a Dental Mechanic or Dental Hygienist, then not in excess of the official Fee Guide for Dental Mechanics or Dental Hygienists, if applicable;
- be incurred while you are insured;
- be Reasonable and Customary;
- be recommended as necessary by a Physician, Dentist, or Oral Surgeon;
- be rendered by a Physician, Dentist, Oral Surgeon or Dental Assistant under the direct supervision of a Dentist, Oral Surgeon or Physician, or be rendered by a Dental Mechanic or Dental Hygienist.

All eligible charges **must be submitted** within the time period described in "Payment of Claims".

TREATMENT PLAN

When the cost of a proposed treatment is expected to exceed \$300 or involves Orthodontic Services, we strongly recommend that a Treatment Plan be submitted before any treatment is started. The Treatment Plan is prepared by your dentist and outlines the treatment required as well as the cost of the proposed treatment. EMPIRE LIFE will then identify any limitations, deductibles, coinsurance or maximum limits that may apply and thus avoid any misunderstanding as to the extent of your coverage. If you do not proceed with treatment within 90 days another Treatment Plan should be submitted.

DEDUCTIBLE

The Benefit Period Deductible Amount, if any, as shown on the Schedule of Benefits page is the amount that you are responsible for, in each Benefit Period, before Dental Benefits are payable under this Plan. Orthodontic Services, if insured, do not require a Deductible amount.

COINSURANCE

The Coinsurance Amount, as shown on the Schedule of Benefits page, is the percentage of eligible expenses paid by your Plan less the Deductible Amount, if any.

MAXIMUM BENEFITS

The Schedule of Benefits describes the Maximum Benefit for each of the various levels of coverage. Maximums per Benefit Period are the maximum amounts payable per person for you and your Insured Dependents (if applicable) in each Benefit Period, except for Orthodontic Services if included, which has a Lifetime Maximum as shown on the Schedule of Benefits.

The maximum benefit payable for all benefits, excluding any Orthodontic benefits, will be limited to \$250 if you are late entering the Plan during the first 12 months of coverage. If Orthodontic Services are included in your Plan, the maximum benefit payable for these services will be \$300 during the first 3 years of coverage when you are late entering the Plan and when you are otherwise entitled to these benefits.

DEPENDANTS

Dependants eligible for Dental Benefits are your spouse or common-law spouse, and unmarried wholly dependent children not yet 22 (or 26 if full-time students) or wholly dependent children of any age if mentally or physically handicapped (please see your Plan Administrator for details to extend coverage for handicapped dependants).

There must be a minimum and continuous cohabitation period of 1 year(s) before a common-law spouse is recognized, and the couple should publicly represent themselves to society as married. Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law spouse.

Dependants must reside in Canada to qualify for benefits. However, children who are temporarily residing in the United States because they are attending an accredited academic institution will also be eligible for benefits provided they are insured under a Government of Canada Health Insurance Plan.

OUTSIDE OF CANADA COVERAGE

While travelling outside the country, this coverage will apply for the services of a duly qualified dentist, subject to the maximums and coinsurance factor, and/or deductibles as outlined on the Schedule of Benefits page. Non emergency dental care will be subject to the current Provincial Dental Association fee guide. Emergency dental care is not subject to this limitation. These benefits include coverage for pre-existing conditions.

SURVIVORS' DENTAL BENEFITS

In the event of your death while you are insured for dental benefits under this Plan, the insurance for your surviving insured dependants at your death will continue in force without premium payment but not beyond the earliest of:

- a) the date of remarriage of the surviving spouse
- b) the period indicated on the Schedule of Benefits from your death
- c) the date of death of the survivor
- d) the date that the survivor no longer qualifies as a dependant, if a child.

This coverage will be provided even if the group Policy should terminate after your death.

LIMITATIONS & EXCLUSIONS

When alternate courses of treatment are available to attain a desired result, the amount of eligible expense will be based on the least expensive course of treatment that will produce a professionally adequate result.

No payment will be made for dental care expenses resulting from:

- suicide, attempted suicide, or intentional self-inflicted injury;
- services, supplies or treatment for which benefits are payable under any other Benefit Provision of this Policy;
- services, supplies or treatment resulting from insurrection, war or hostilities of any kind, whether war is declared or not;
- services, supplies or treatment resulting from any armed conflict or service in the armed forces;
- services, supplies or treatment resulting from voluntary participation in a riot or any disturbance of the public order; or
- services, supplies or treatment for which the person insured is entitled to indemnity or compensation in accordance with the provisions of any provincial workplace safety legislation (e.g. WSIB, WCB/CSST);
- services, supplies or treatment payable in whole or in part by a government under any Government Health Insurance Plan (or which would have been payable had the person insured been insured thereunder or had proper application been made);
- services, supplies or treatment or to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- services, supplies or treatment resulting from participation in or attempt to participate in, a criminal offence whether or not convicted of such offence;
- services, supplies or treatment provided by a dental or medical department maintained by an employer, an association, labour union, trustee or similar type of group;
- dental screening or examinations required for the use of a third party;
- broken appointments, transportation costs (including travelling time) of the practitioner, advice received by telephone or other means of telecommunication or the completion of claim forms required by this Provision;

LIMITATIONS & EXCLUSIONS (Cont'd)

- services, supplies or treatment, the charge for which the person insured is not legally required to pay or for which there is no charge or for which there would have been no charge but for the existence of insurance;
- services, supplies or treatment rendered for dietary or nutritional counselling for the control of dental caries or for dental plaque control;
- services, supplies or treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature;
- services, supplies or treatment which are not necessary according to generally accepted standards of dental practice;
- laboratory charges exceeding 50% of the fixed fee for the procedure in the Dental Association Fee Guide specified in the Schedule of Benefits;
- services, supplies or treatment of the type normally intended for sport or home use (i.e. mouthguards);
- services, supplies or treatment rendered principally for cosmetic purposes (as determined by EMPIRE LIFE) including, but not limited to, facing or veneers on crowns, or pontics posterior to the second bicuspid and alterations, extractions or replacement of sound teeth to change appearance except when such services, supplies or treatment are necessitated by Accidental Dental Injury and are incurred within 365 days after the date of the injury;
- services, supplies or treatment rendered for the correction of any congenital or developmental malformation which is not a Class I, II or III malocclusion (including the replacement of congenital missing teeth);
- services, supplies or treatment rendered for a full mouth reconstruction, for a vertical dimension correction or for correction of a temporal mandibular joint dysfunction;
- services, supplies or treatment for the replacement of an existing prosthetic device or other appliance which has been lost, mislaid or stolen, including, but not limited to, fixed bridgework and removable partial or complete dentures;
- services, supplies or treatment to provide any duplicate prosthetic device or any other duplicate appliance;
- services, supplies or treatment performed in conjunction with a procedure that is not eligible for payment.

ELIGIBLE CHARGES

This Plan will cover the dental procedures outlined on the following pages up to the level of the Provincial Dental Association fee guide as outlined on the Schedule of Benefits. To assist you in knowing exactly what dental procedures are covered by the Plan, the following procedures are for a Plan with a current year fee guide.

TABLE OF DENTAL CODES

The following is a brief explanation of the Dental Code Table which follows. Please read before proceeding to the next page.

The number of procedure codes listed will vary from the right side to the left side of the page. This does not indicate that there are fewer procedures eligible under any specific heading. It simply means, that the various Provincial Dental Associations have chosen to use several codes whereas the Quebec Dental Association has chosen to use only one code to indicate the same procedure.

BASIC RESTORATIVE

Certain benefits have upper limits. These limitations are indicated by a number located in the centre of the page opposite the code(s) with an upper limit. All codes within the asterisk are subject to the limitation as indicated in the Legend. An explanation of the number is in the Legend.

ALL OTHER PROVINCES**QUEBEC****LEGEND:**

1. Once in 24 months.
2. Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
- 2a. Two during a benefit period.
27. If a full mouth series has been performed, bitewing and occlusal x-rays are not eligible within 1 year for Insured Dependents (if applicable) up to the age of 15, or within 2 years per Person Insured age 15 and over

DIAGNOSTIC SERVICES

	Examinations	
a) 00011, 01101-01103 incl, 01201	1.	a) 01110, 01120, 01130
b) 01202	2.	b) 01200, 01250
c) 01204, 01205, 01301, 01401, 01501, 01601, 01701, 01801, 01901	2a.	c) 01300, 01400, 01500, 01600, 01902
d) 94101, 94102, 94301, 94302		d) 94100, 94200, 94400

Notwithstanding the above, if more than one of the codes listed in a), b) and c) above are incurred on any given date, then the suggested fee, as listed in the Dental Fee Guide, for the most expensive procedure will be the Maximum Insured Benefit for such examination codes.

	Consultations	
05101-05104 incl, 05109, 05201, 05202, 05209, 93111, 93112, 93119		05101, 05200,

	BASIC RESTORATIVE	
ALL OTHER PROVINCES		QUEBEC

LEGEND:

- 3. Only as a diagnostic aid.
- 11. Once during a Benefit Period
- 17. One occurrence twice per Benefit Period, separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
- 27. If a full mouth series has been performed, bitewing and occlusal x-rays are not eligible within 1 year for Insured Dependents (if applicable) up to the age of 15, or within 2 years per Person Insured age 15 and over

DIAGNOSTIC SERVICES (Cont'd)

X-rays

a) 02101, 02102, 02601	1.	a) 02600
b) 02141-02144 incl,	2., 27	b) 02141-02144 incl,
c) *02111-02125 incl,	3. (**to** incl)	c) *02111-02116 incl,
02131-02134 incl,	27.	02131, 02132,
02201-02204 incl,		02201, 02202,
02301-02304 incl,		02304, 02400,
02309, 02401, 02402, 02409,		02430, 02504,
02411, 02412, 02419,		02701, 02702,**
02501-02504 incl, 02509,		
02701-02704 incl, 02751, 02752,		
02759, 02801, 02802, 02809**		

Tests & Laboratory Examinations

*04101, 04201**	11 (**to** incl)	*04100, 04201**
04311, 04312, 04321, 04322,		03100, 04302,
04501, 04507, 04509, 04602		04311

PREVENTIVE SERVICES

Polishing

*11101-11103 incl,	17 (**to** incl)	*11100, 11200,
11107, 11109**		11300**

	BASIC RESTORATIVE	
ALL OTHER PROVINCES		QUEBEC

LEGEND:

- 2. Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits.
- 4. Limited to dependant children (if applicable) under age 15, one application only per tooth while insured.
- 14. Maximum 12 units during a Benefit Period
- 14a. Maximum of 6 units per Benefit Period
- 14b. Maximum of \$300 per Benefit Period
- 17. One occurrence twice per Benefit Period, separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits
- 24. Two per lifetime

PREVENTIVE SERVICES (Cont'd)

	Scaling and / or Root Planing	
*11111-11117 incl, 11119	14. (**to** incl)	
43421-43427 incl, 43429**		
	14a (**to**incl)	*43411-43414 incl,
		43417, 43419**
	14b.	42000, 42001
	Fluoride Treatment	
12101, 12102	2.	12400
	Oral Hygiene Instruction	
*13211-13214 incl,	24. (**to** incl)	13200, 13210
13217, 13219, 13231,		
13232, 13237, 13239**		
	Pit and Fissure Sealants	
13401, 13409	4.	13401, 13404
	Caries/Pain Control	
20111, 20119, 20121,		20111, 20121,
20129, 20131, 20139		20131
	Interproximal Discing of Teeth	
13701-13704 incl, 13709,		13700
16201-16204 incl, 16209		

BASIC RESTORATIVE
ALL OTHER PROVINCES **QUEBEC**

LEGEND:

- 5. Maximum 8 units during a Benefit Period.
- 12. Only Insured Dependants age 15 or under (if applicable).
- 13. Reimbursement up to the cost of non-bonded amalgams.

PREVENTIVE SERVICES (Cont'd)

	Space Maintainers	
*15101-15105 incl, 15201, 15202, 15301, 15302, 15401, 15403, 15601**	12. (*to** incl)	*15108 -15111 incl, 15120, 15200, 15210, 15400**
	Occlusal Equilibration	
*16511-16514 incl, 16519, 43311-43314 incl, 43317, 43319**	5. (*to** incl)	*43300, 43310**

MINOR RESTORATIVE SERVICES

	Amalgam Restorations	
21111-21115 incl, 21211-21215 incl, 21221-21225 incl		21101-21105 incl, 21211-21215 incl, 21221-21225 incl
	Bonded Amalgams	
*21121-21125 incl, 21231-21235 incl, 21241-21245 incl**	13. (*to** incl)	*21121-21125 incl, 21231-21235 incl, 21241-21245 incl**
	Retentive Pins	
21401-21405 incl		21301-21304 incl
	Stainless Steel & Plastic Crowns On Primary Teeth	
22201, 22211, 22401, 22411		22201, 22211, 22401, 22411
	Acrylic or Composite Restorations	
23101-23105 incl, 23111-23115 incl		23111-23115 incl, 23118,

	BASIC RESTORATIVE	
ALL OTHER PROVINCES		QUEBEC

LEGEND:

6. Only in conjunction with oral surgery, periodontal surgery, fractures and dislocations.
 21. Only eligible in PEI.

MINOR RESTORATIVE SERVICES (Cont'd)

Acrylic or Composite Restorations (cont'd)

23211-23215 incl, 23221-23225 incl,	23211-23215 incl,
23311-23315 incl, 23321-23325 incl,	23221-23225 incl,
23401-23405 incl, 23411-23415 incl,	23311-23315 incl,
23501-23505 incl, 23511-23515 incl	23411-23415 incl

MINOR SURGICAL SERVICES

Extractions

71101, 71109, 71201, 71209, 71210, 71211, 71219, 72111, 72119, 72211, 72219, 72221, 72229, 72231, 72239	71101, 71111, 72100, 72110, 72210, 72220, 72230, 72240 72350
--	--

Residual Root Removal

72311, 72319, 72321, 72329, 72331, 72339	72300, 72310, 72320
---	------------------------

Miscellaneous surgical services

72801, 72802, 72809

Anaesthesia

6. (*to** incl)

*92212-92219 incl, 92221-92229 incl, 92302-92309 incl, 92441-92449 incl, 92451-92459 incl,**	92224, 92229, *92331-92339 incl,**
--	---------------------------------------

92431-92439 incl

21.

**Not Applicable
in Quebec**

	BASIC RESTORATIVE	
ALL OTHER PROVINCES		QUEBEC

LEGEND:

7. Only Insured Dependants age 15 or under (if applicable), or in conjunction with oral or periodontal surgery, fractures and dislocations.
25. Two per 12 month period
26. One upper reline/rebase and one lower reline/rebase OR one combined upper/lower reline/rebase per 12 month period

	Anaesthesia (cont'd)	
*92411-92419 incl, 92461-92469 incl**	7. (*to** incl)	*92311-92319 incl**

DENTURE SERVICES

Minor Adjustments

54201-54202 incl, 54209		54250, 54251
-------------------------	--	--------------

Repairs

55101, 55102, 55201-55203 incl, 55301, 55302, 55401-55403 incl, 55501, 55509, 56611, 56612, 56619, 56621	25.	55101-55104 incl, 55201-55204 incl, 55520, 55530, 55700
---	-----	--

Rebasing and/or Relining

56211-56213 incl, 56221-56223 incl, 56231-56233 incl, 56241-56243 incl, 56251-56253 incl, 56261-56263 incl, 56311-56313 incl, 56321-56323 incl, 56331-56333 incl, 56511-56513 incl, 56521-56523 incl	26.	56200, 56201, 56210, 56211, 56220-56222 incl, 56230-56232 incl, 56260-56263 incl, 56270-56273 incl, 56280, 56290
--	-----	--

PERIODONTICS-ENDODONTICS

ALL OTHER PROVINCES **QUEBEC**

LEGEND:

9. Reimbursement for only one surgical procedure in the same area of the mouth on the same day.
- 10a. Reimbursement up to the cost of an uncomplicated root canal if incurred more than 1 year from initial treatment and if procedure is not performed by original Dentist.
- 10c. Eligible on permanent teeth only.
19. Once during any 3 year period.

PERIODONTAL SERVICES

Non-Surgical Services

41211-41214 incl, 41219, 41231-41234 incl, 41239, 41301, 41302, 41309	41200, 41300, 42002
---	------------------------

Surgical Services

*42111, 42201, 42311, 42411, 42421, 42431, 42511, 42521, 42531, 42551, 42591, 42592, 42611, 42621, 42701-42703 incl, 42711, 42712, 42811, 42821-42823 incl, 42829, 73411**	9. (* to** incl) *42003, 42010, 42100, 42200, 42300, 42301, 42400, 42560, 42561, 42570, 42575, 42611, 42711, 73381**, 42700
---	---

Adjunctive Services

*14611, 14612, 43611, 43612**	19. (*to** incl) *43611, 43612**
14621-14623 incl, 14629, 14631, 14632, 43111, 43211, 43281, 43289, 43621-43623 incl, 43629, 43631, 43632	43200, 43211, 43295, 43300, 43622, 43631

ENDODONTIC SERVICES

Vital Pulpotomy

32231, 32232	32201, 32202, 32204, 32205, 32210
--------------	--------------------------------------

Root Canal Therapy

*33111-33114 incl, 33116, 33121-33124 incl, 33126, 33131-33134 incl, 33136, 33141-33144 incl, 33146**	10c (*to** incl) *33100-33102 incl, 33200-33202 incl, 33300-33302 incl, 33400-33402 incl, 33475**
*33115, 33125, 33135, 33145**	10a (*to** incl) *33110, 33210, 33310, 33410**

PERIODONTICS-ENDODONTICS

ALL OTHER PROVINCES **QUEBEC**

LEGEND:

- 10b. Reimbursement up to the cost of an uncomplicated apicoectomy/apical curettage if incurred more than 1 year from initial treatment and if procedure is not performed by original Dentist.
12. Only Insured Dependants age 15 or under (if applicable).
18. Reimbursement up to the cost of an apicoectomy and retro-filling.

ENDODONTIC SERVICES (Cont'd)

Apexification

33601-33604 incl, 33611-33614 incl	12.	33521-33524 incl, 33531-33534 incl, 33541-33544 incl
33621-33624 incl	18.	Not Applicable in Quebec

Periapical Services

34111, 34112, 34121-34123 incl, 34131-34134 incl, 34141, 34142, 34151-34153 incl, 34161-34164 incl, 34211, 34212, 34221-34224 incl, 34231-34234 incl, 34241, 34242, 34251-34254 incl, 34261-34264 incl, 34411, 34412, 34511, 34521-34523 incl		34101-34104 incl, 34111, 34112, 34114, 34115, 34201-34203 incl, 34212, 34215, 34401, 34402, 34511
*34311, 34312, 34321-34324 incl, 34331-34334 incl, 34341, 34342, 34351-34354 incl, 34361-34364 incl**	10b. (*to** incl)	*34171, 34172, 34174, 34175**

PERIODONTICS-ENDODONTICS		
ALL OTHER PROVINCES		QUEBEC
ENDODONTIC SERVICES (Cont'd)		
Emergency Procedures		
32221, 32222, 32311-32314 incl, 32321, 32322, 34421-34423 incl, 39201, 39202, 39211, 39212, 76941, 76949, 76951, 76952, 76959		32101, 39201, 39202, 39901-39904 incl, 39970, 39981, 39985
Other Procedures		
39101, 39311-39313 incl, 39319, 39411-39413 incl		39100, 39110, 39120, 39230, 39410
MAJOR SURGICAL SERVICES		
Surgical Exposure		
72511, 72519, 72521, 72529, 72531, 72532, 72539		72410-72412 incl
Transplantation		
72611, 72619		72430
Repositioning		
72631, 72639		72440
Enucleation		
72711, 72719		72450

PERIODONTICS-ENDODONTICS		
ALL OTHER PROVINCES		QUEBEC
MAJOR SURGICAL SERVICES (Cont'd)		
	Alveoloplasty	
73111, 73121		73100, 73110
	Gingivoplasty and/or Stomatoplasty	
73211, 73221, 73222, 73223		73123
	Osteoplasty	
73152-73154 incl, 73161		73133-73135 incl, 73140
	Surgical Excision	
74111-74118 incl, 74121-74128 incl, 74211-74218 incl, 74221-74228 incl, 74621, 74631-74638 incl		74108, 74109, 74408, 74409, 74410
	Surgical Incision	
75111, 75112, 75121		75100, 75110
	Fractures	
76201-76204 incl, 76301-76304 incl, 76911-76913 incl, 76961-76963 incl		76210, 76310, 76910-76913 incl, 76950, 76951
	Frenectomy	
77801-77806 incl, 78102		77801-77803 incl, 78110
	Miscellaneous Surgical Services	
79111, 79311-79313 incl, 79321, 79322, 79331, 79342, 79343, 79402, 79601-79606 incl		79104, 79301, 79303-79308 incl, 79400, 79401, 79601, 79602
	Adjunctive Services (Drugs)	
96201, 96202		79651, 79652

Investments • Insurance • Group solutions
www.empire.ca info@empire.ca

™ Trademark of The Empire Life Insurance Company
Policies are issued by The Empire Life Insurance Company.



P
EE ASSISTANCE
GRAM

The OneSource Program
A Guide for Managers
KEEP THIS BOOKLET FOR EASY REFERENCE

OneSource
Managers'
Guide



CONFIDENTIAL
Downloaded by:
Jonathan
Leibtag
torkin manes llp
Project West
5/8/2013 1:12:22 PM



It's easy to reach us

Simply dial this toll-free number to talk with a OneSource program consultant

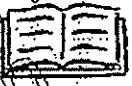
(Record number here for easy reference)

You may want to keep this booklet in a place where you can refer to it easily

The OneSource Program

A GUIDE FOR MANAGERS

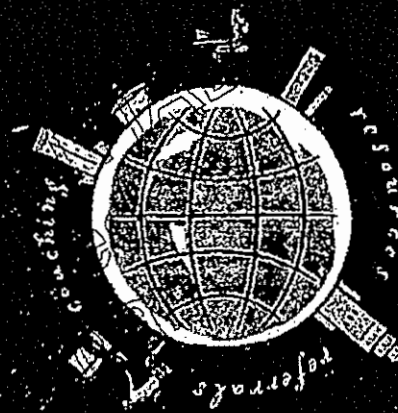
CONFIDENTIAL
Downloaded by:
Jonathan
Lehotag
torikin@manes.llp
PI@lehotagwest
5/8/2013 1:42:22 PM



Contents

- 1 Introduction
- 4 When to contact us
- 7 Help with a wide range of employee needs
When an employee is experiencing personal problems or emotional difficulties
- 9 How we can help
- 12 Using the OneSource program for work performance issues
- 18 Following up
- 19 Commonly asked questions

Introduction



In today's changing workplace, your job as a manager is more challenging than ever. You may be managing a diverse work force, with people of many different ages, backgrounds, races, and religions. You may be managing a more independent work force, with employees who work remotely, hundreds of miles from you. Perhaps your company has undergone a recent reorganization and you are supervising employees adapting to new systems, new co-workers, new policies and procedures.

We understand the issues managers face today, and the pressures they're up against. And we're here to help. We're here to offer coaching, resources, and referrals to you and your employees. We offer the resources employees need to balance work and family problems, parenting and child care concerns. We're here to assist with personal issues, legal matters, stress and depression, substance abuse, and other issues that affect work and productivity. And through our management consultation service, designed specifically for managers and supervisors, we're here to assist you. We can help with problem-solving, performance issues, and issues resulting from organizational change. Our team of knowledgeable specialists understands the workplace from the business side as well as the human side.

Please note that there may be times, such as during a period of major organizational change, when a more involved intervention from an outside consultancy, such as a human resources, or management psychology firm, may be required. Whether we can assist you directly, or we determine that your organization needs more specialized services, we will always connect you to the help and resources you need.

Help is just a phone call away. We can:

- discuss your workplace questions and concerns with you
- provide a confidential sounding board and third-party view
- help you sort out complex, sensitive issues
- help with problem-solving and communication techniques
- help with identifying and evaluating resources
- help employees in their work and personal lives—no matter what their needs or concerns
- provide support to employees when life's challenges get in the way of work
- help when you need to refer an employee to the EAP program

- recommend involvement of human resources when appropriate
- provide coaching in preparation for a difficult conversation with an employee

Simply dial our toll-free number and you'll be connected to:

- our team of master's-level consultants, who have extensive training in a variety of employee-relations and workplace issues—we help and listen 24 hours a day, 7 days a week, 365 days a year
- ongoing support for you as a manager about any work-related issue
- professionals to help with a wide variety of employee concerns from child care, schooling, and finances, to substance abuse, family problems, and mental health issues
- a voluntary, private, and strictly confidential program
- a consultant who can mail or fax written materials that provide tips and coaching on several areas of management and employee-relations issues
- help during a crisis

In this booklet, you'll learn how to use the OneSource program and how other managers use it to help with employee issues and problems that affect work performance. You'll learn how to recognize when there is in fact a problem; document performance issues; discuss the problem with the employee; and refer an employee to us. You'll learn how to help employees get the resources and support they need to work productively.

With a simple phone call, you're on your way to getting support. We'll listen, ask questions, answer your questions, and help you assess options and find solutions. We also offer written materials and online resources. Working together, we'll help you build a stronger, more productive team whose members all have the support they need to reach their full potential.

When to contact us

A death or sickness in the family. A drinking problem. An older relative who suddenly needs help. A child having trouble in school. From the normal transitions of life to serious problems and concerns, real-life issues like these interrupt work and can get in the way of productivity.

The OneSource program is here to help. We're here to help your employees in their personal lives and in their work—no matter what their needs or problems.

Employees, their immediate family members, and eligible dependents are free to contact us any time they need information, referrals, or support. Most of the time, employees contact us on their own, perhaps because they are facing a personal issue or challenge. Sometimes a supervisor encourages an employee to contact us. And in some cases, such as when there is a performance issue, employees are required to contact us. (You will read more about referrals later on in this booklet.)

Managers contact our service for consultation and support about:

- tardiness and absenteeism problems
- performance and productivity problems
- employees with substance abuse concerns
- conflicts among co-workers
- problems managing employees during times of change

Managers contact us when they are concerned about an employee. They contact us when they need help with a

variety of organizational issues. They contact us to prepare for a difficult conversation with an employee.

That's the value in having a trained specialist to talk with—you have an objective third party, a trained ear to listen, clarity, offer moral support, and help you identify problems and come up with solutions. The management consultant may ask any number of questions over the course of your conversations together: "What have you done thus far?" "What has worked?" "What hasn't worked?" "What other company resources are available?" "Have you had performance issues with this employee before?" "What do you want to accomplish?"

We aren't here to replace your human resources department. Sometimes, depending on the issue, we may suggest that you contact your HR representative. And sometimes, we will work with your HR department. If your specific needs require more specialized human resources, outplacement, or industrial psychology services, we would make that assessment at the time of initial contact. Whatever the issue or concern you have, help is offered immediately when you access the OneSource program. We will always connect you to the help and resources you need.

The OneSource program consultant—provides assistance to employees. The employee may contact the consultant on his own at any time. You may encourage or suggest that the employee contact us. In some cases, you may refer the employee to the OneSource program. The OneSource program management consultant—provides assistance to managers and supervisors for any employee or work-related issue.

SCHEDULE 5.13
SUBSIDIARIES; OTHER EQUITY INVESTMENTS; EQUITY INTERESTS IN THE BORROWER

J.S.N. JEWELLERY INC. AND LOAN PARTIES

See Attached JSN Group Organizational Chart

<u>Legal name</u>	<u>Jurisdiction of Incorporation</u>	<u>Equity Interests</u>
J.S.N. Jewellery Inc.	Ontario	100 COMMON SHARES IN 2373138 ONTARIO INC. 100,000 COMMON SHARES IN 2373138 ONTARIO INC. 999,900 ORDINARY "A" SHARES IN J.S.N. JEWELLERY UK LIMITED
		350,000 ORDINARY "A" SHARES IN J.S.N. JEWELLERY UK LIMITED 350,000 ORDINARY "A" SHARES IN J.S.N. JEWELLERY UK LIMITED
2373138 Ontario Inc.	Ontario	100 CLASS A COMMON SHARES IN 6721657 MANITOBA LTD. (TO BE HELD IN BEN MOSS JEWELLERS WESTERN CANADA INC. AFTER THE CLOSING DATE) 100,000 CLASS A COMMON SHARES IN 6721657 MANITOBA LTD.

BEN MOSS JEWELLERS WESTERN CANADA LTD.

See attached organizational chart dated February 12, 2013

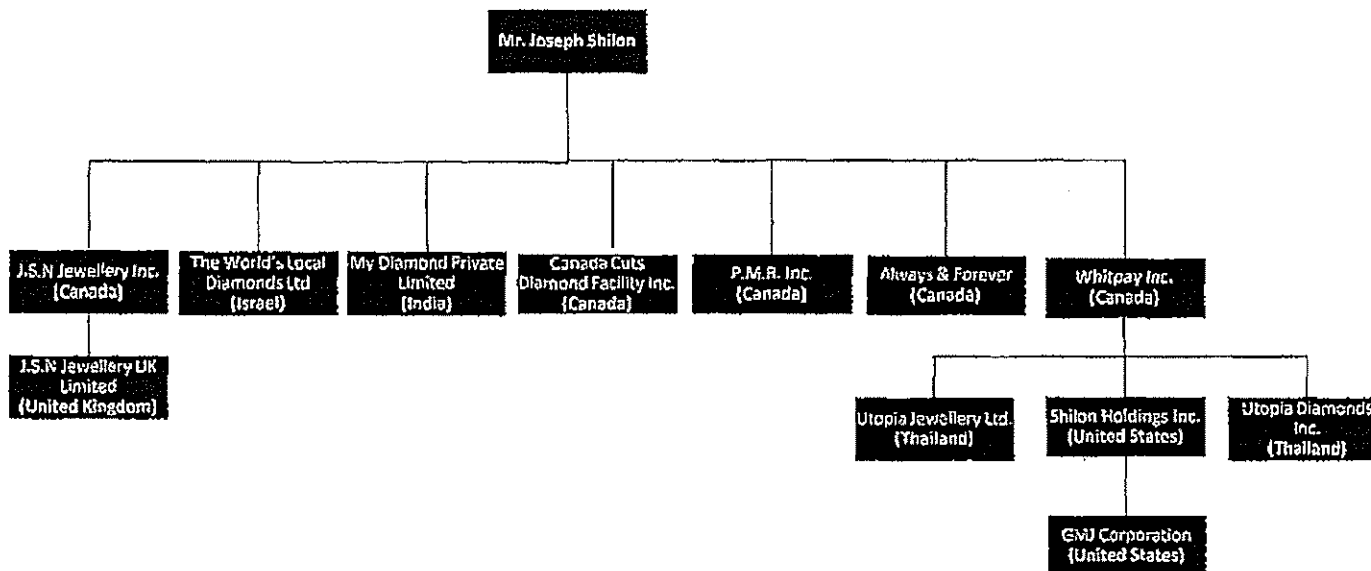
PRE-CLOSING:

<u>Legal Name</u>	<u>Jurisdiction of Incorporation</u>	<u>Equity Interests</u>
Marsid Holdings Inc.	Manitoba	1000 Common shares of Ben Moss Jewellers Western Canada Ltd.
4770707 Manitoba Limited	Manitoba	51 Common shares in Marsid Holdings Inc.
4770723 Manitoba Limited	Manitoba	31 Common shares in Marsid Holdings Inc.
4770677 Manitoba Limited	Manitoba	18 Common shares in Marsid Holdings Inc.

- 25 -

POST-CLOSING:

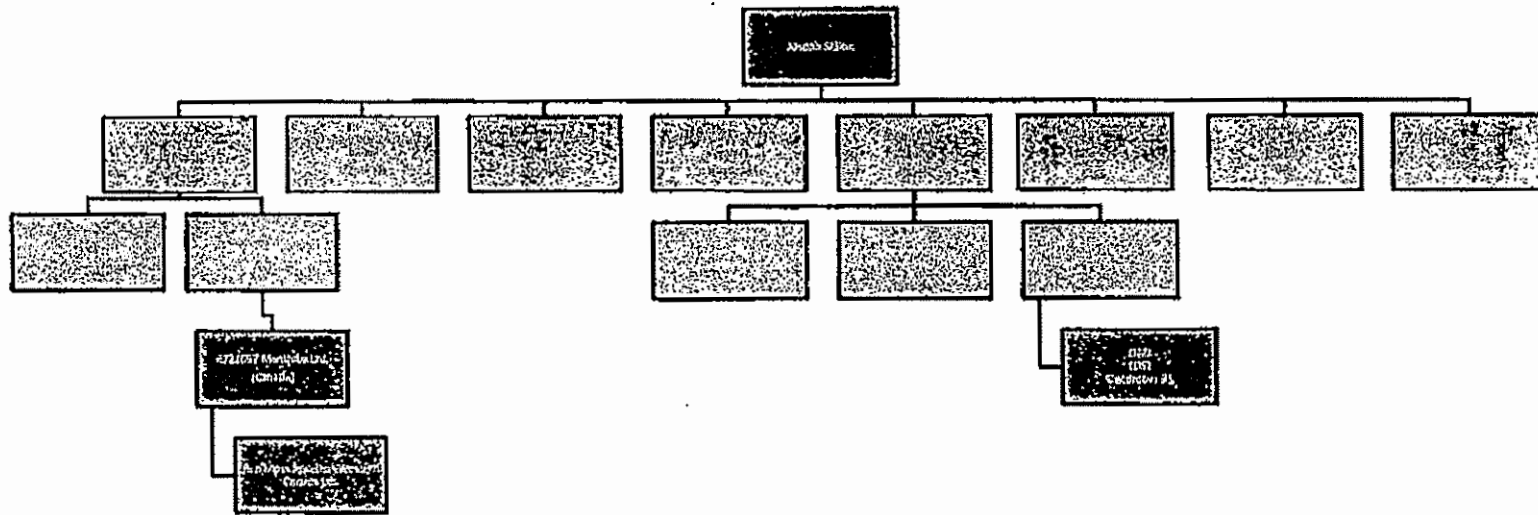
<u>Legal Name</u>	<u>Jurisdiction of Incorporation</u>	<u>Equity Interests</u>
2373138 Ontario Inc.	Ontario	100 Common shares of Ben Moss Jewellers Western Canada Ltd.



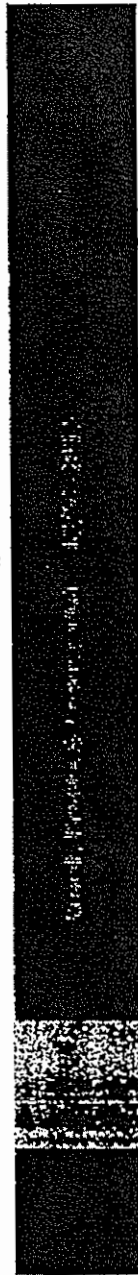
Note: 100% beneficially owned by Joseph Shilon. All entities are owned 100% by immediate parent company. The chart reflects the current ownership structure. For J.S.N. Jewellery UK Limited, the managing director hold 100 Class B shares (less than .006%)

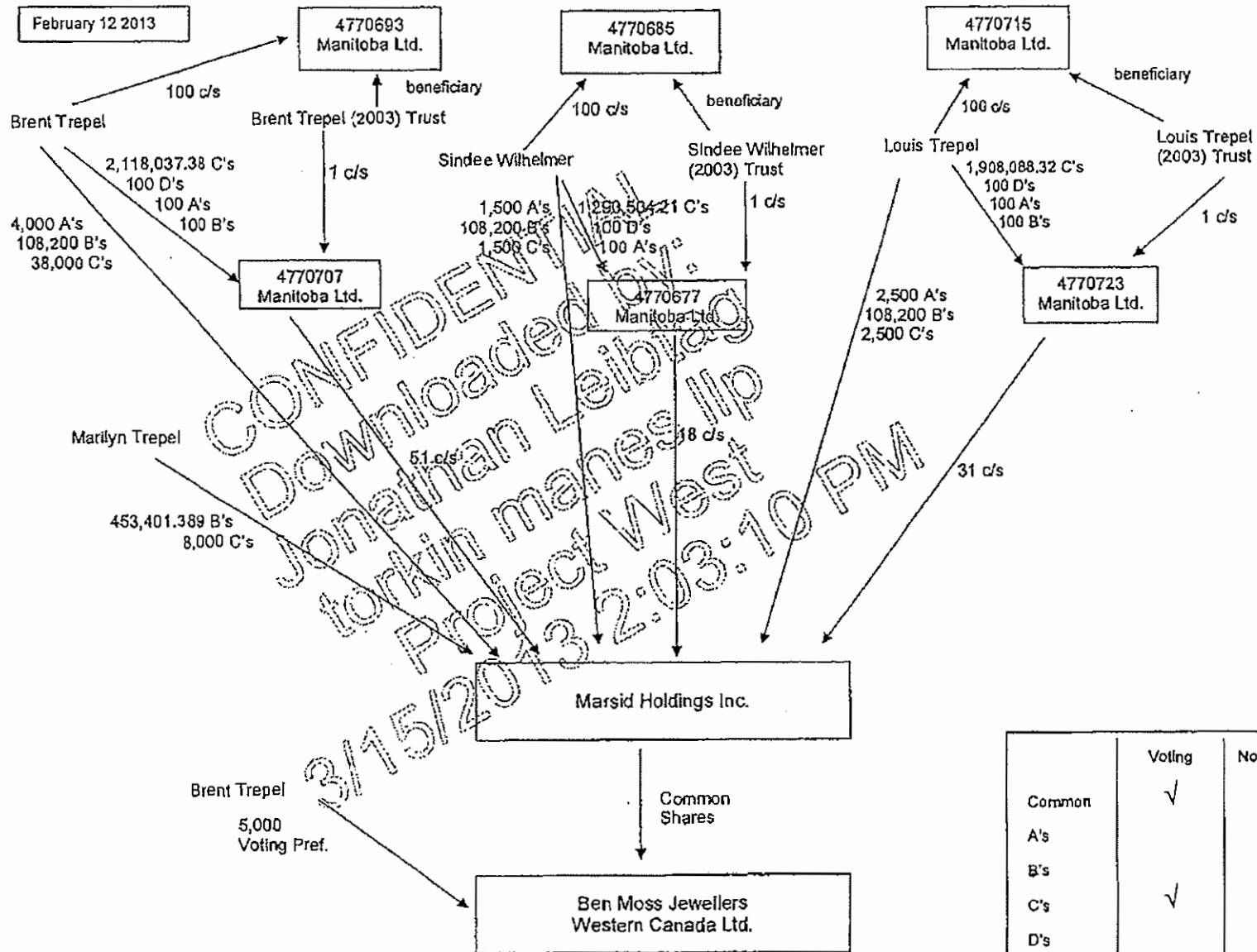
Organization Chart

At Close



Note: 100% beneficially owned by Joseph Shilon. All entities are owned 100% by immediate parent company. The chart reflects the current ownership structure. For J.S.N. Jewellery UK Limited, the managing director holds 100 Class B shares (less than .006%)





CMFBENMOSSWfcr Chart (Feb 12 2013).doc

SCHEDULE 5.17
INTELLECTUAL PROPERTY MATTERS

J.S.N. JEWELLERY INC. AND LOAN PARTIES

NIL

BEN MOSS JEWELLERS WESTERN CANADA LTD.

NIL

**SCHEDULE 5.18
COLLECTIVE BARGAINING AGREEMENTS**

J.S.N. JEWELLERY INC. AND LOAN PARTIES

NIL

BEN MOSS JEWELLERS WESTERN CANADA LTD.

NIL

- 28 -

**SCHEDULE 5.21(B)
CREDIT CARD ARRANGEMENTS**

J.S.N. JEWELLERY INC. AND LOAN PARTIES

<u>Name of Company</u>	<u>Name of Processor</u>	<u>Description/Date of Agreement</u>
J.S.N. Jewellery Inc.	Moneris Solutions	March 14, 2002

BEN MOSS JEWELLERS WESTERN CANADA LTD.

<u>Name of Company</u>	<u>Name of Processor</u>	<u>Description/Date of Agreement</u>
Ben Moss Jewellers Western Canada Ltd.	Moneris Solutions/VISA	Moneris VISA National Account Merchant Agreement, dated November 1, 2007
	VFC Inc.	Private Label Credit Card Program Agreement, dated March 23, 2009
	TD Financing Services Inc.	Private Label Credit Card Program Agreement, dated March 23, 2009 Updated March 23, 2013

**SCHEDULE 6.22
BROKER FEES**

Broker Fees are to be paid to the following persons/entities:

Name	Amount of Fee (paid on closing)
Capital Canada Limited	\$1,800,000.00 plus HST of \$243,000.00

- 30 -

**SCHEDULE 5.24
MATERIAL CONTRACTS**

J.S.N. JEWELLERY INC. AND LOAN PARTIES

See real property leases listed at schedule 5.08(2).

Material Contracts as pertaining to J.S.N. Jewellery Inc.:

1. Lease agreement between 64 Jardin Drive Limited and Yorvon Inc. and J.S.N Jewellery Inc. dated June 26, 2013.
 - a.
2. Guarantor for a vehicle and equipment leased under operating and capital leases by a company owned by the shareholder for an aggregate amount of \$1,436,873 reducing over the term of the lease.

Material Contracts as pertaining to J.S.N. Jewellery UK Limited:

1. Lease Agreement between Canonbury Limited and J.S.N. Jewellery UK Limited dated February 2, 2005.

Material Contracts as pertaining to 2373138 Ontario Inc.

1. NIL

Material Contracts as pertaining to 6721657 Manitoba Ltd.

1. NIL

Material Contracts as pertaining to Forever Jewellery Inc.:

1. Nil.

BEN MOSS JEWELLERS WESTERN CANADA LTD.

1. Capital Leases are outstanding at close with the following entities:

<u>NAME</u>	<u>AMOUNT OF DEBT</u>
NATIONAL LEASING:	\$1,134,868
HSBC:	\$3,109,469

2. Debt owing to the following entities pursuant to a Promissory Note and Purchase Money Security Agreement:

<u>NAME</u>	<u>AMOUNT OF DEBT</u>
4770693 MANITOBA LIMITED, 4770715 MANITOBA LIMITED, and 4770685 MANITOBA LIMITED, jointly:	\$602,966.78

3. See real property leases listed at Schedule 5.08(2)

**SCHEDULE 5.26
ASSUMED LIABILITIES**

J.S.N. JEWELLERY INC. AND LOAN PARTIES

SEE REAL PROPERTY LEASES FOR BEN MOSS JEWELLERS WESTERN CANADA INC. SET OUT AT SCHEDULE 5.08(2)

EMPLOYMENT AGREEMENT BETWEEN BEN MOSS JEWELLERS WESTERN CANADA LTD. AND BRENT TREPPEL ("MANAGEMENT AGREEMENT")

AGREEMENT FOR PROVISION OF LABOUR BETWEEN 6722645 MANITOBA LTD. AND BEN MOSS JEWELLERS WESTERN CANADA LTD. ("SERVICES AGREEMENT")

CAPITAL LEASES OF BEN MOSS JEWELLERS WESTERN CANADA INC.:

<u>NAME</u>	<u>AMOUNT OF DEBT</u>
NATIONAL LEASING:	\$1,134,868
HSBC:	\$3,109,469

DEBT OWING TO THE FOLLOWING ENTITIES PURSUANT TO A PROMISSORY NOTE AND PURCHASE MONEY SECURITY AGREEMENT:

<u>NAME</u>	<u>AMOUNT OF DEBT</u>
4770693 MANITOBA LIMITED; 4770715 MANITOBA LIMITED; and 4770685 MANITOBA LIMITED, jointly:	\$602,966.76

**SCHEDULE 7.01
EXISTING LIENS**

J.S.N. JEWELLERY INC. AND LOAN PARTIES

[See attached schedule of PPSA registrations showing existing liens]

BEN MOSS JEWELLERS WESTERN CANADA LTD.

[see attached summary of Ben Moss Permitted Liens]

EXISTING LIENS
(Schedule 7.01)

J.S.N. JEWELLERY INC.

Ontario

A	Accounts (formerly known as "Book Debts")	I	Inventory	O	Other
CG	Consumer Goods	E	Equipment	MV	Motor Vehicle

<i>Secured Party</i>	<i>Reference File No.</i>	<i>Registration No.</i>	<i>Collateral</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Salus Capital Partners, LLC	688069278	20130625 1552 1862 8420	A, I, E, O, MV		June 25, 2018
Halton Autolease Inc	685393758	20130319 1448 1562 6129	CG, E, MV	2013 Mercedes GL550	March 19, 2018
Canadian Imperial Bank of Commerce	683101314	20121126 0855 1219 9286	A, O	All present and future obligations, accounts, indebtedness and liability of Forever Jewellery Inc., now or hereafter owing to the debtor, together with all goods, securities, investment property, instruments, documents of title, chattel paper, intangibles or money forming proceeds of the foregoing collateral.	November 26, 2017

- 2 -

Secured Party	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
National Leasing Group Inc. Additional Debtor: Whitpay Inc.	681585957	20120920 1233 6005 3515	E	All computer systems & software of every nature or kind described in lease number 2592540 between the secured party, as lessor and the debtor as lessee, as amended from time to time, together with all attachments, accessories and substitutions.	September 20, 2018
National Leasing Group Inc. Additional Debtor: Whitpay Inc.	680061978	20120719 1458 6005 2599	E	All portable analyzer kits, Goldpert and Lenovo laptops of every nature or kind described in Lease Number 2582846	July 19/18
Amendment to add Equipment to Collateral	680061978	20120720 0842 6005 2615	I, E		
National Leasing Group Inc. Additional Debtor: Whitpay Inc.	680068386	20120719 1501 6005 2600	E	All portable analyzer kits, Goldpert and Lenovo laptops of every nature or kind described in Lease Number 2581903	July 19/18
Amendment to add Equipment to	680068386	20120720 0844 6005			

- 3 -

Secured Party	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
Collateral		2616			
National Leasing Group Inc. Additional Debtor: Whitpay Inc.	680035374	20120718 1506 6005 2588	E	All analyzer kit of every nature or kind described in Lease Number 2582846	July 18/18
National Leasing Group Inc. Additional Debtor: Whitpay Inc.	679388841	20120622 1059 6005 2199	I	All precious metal analyzers of every nature or kind described in Lease Number 2487107	June 22/18
Amendment to add Equipment to Collateral	679388841	20120720 0834 6005 2614	I, E		
National Leasing Group Inc.	678324303	20120511 1446 6005 1484	I, E	All portable XRF Analyzer kit including Goldxpert and Lenovo E420 laptop	May 11/18
Amendment to add Whitpay Inc. as additional Debtor	678324303	20120511 1449 6005 1485			
Mercedes-Benz Financial Services Canada Corporation and Mercedes-Benz Financial	676637334	20120305 1946 1531 7118	E, O, MV	2012 Mercedes-Benz S550V4M	Mar. 5/15
Halton Autolease Inc.	673011054	20110919 1045 1562 3617	CG, E, MV	2010 Porsche Panamera	Sept 19/16
Discharged	665157321	20101014 1311 1562	CG, E,	2011 Mercedes	Oct. 14/14

- 4 -

Secured Party	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
Halton Autolease Inc.		2145	MV	Benz GL-450	
Discharge	665157321	20130312 1158 1562 6094			
Halton Autolease Inc.	663470739	20100805 1231 1562 1961	CG, E, MV	2011 Mercedes Benz SLK350	Aug. 5/14
Halton Autolease Inc. Additional Debtors: Whitpay Inc. and Joseph Shilon	661824792	20100602 1215 1562 1735	CG, E, MV	2010 Lamborghini LP 670 SV	June 2/14
Halton Autolease Inc.	661119084	20100505 1621 1562 1655	CG, E, MV	2010 Cadillac Escalade	May 5/15
Royal Bank of Canada	816410583	19950830 1859 1529 9254	I, E, A, O, MV		Aug. 30/15
Renewal for 5 years	816410583	20000707 1454 1530 8876			
Renewal for 5 years	816410583	20050615 1947 1531 4858			
Renewal for 5 years	816410583	20100721 1054 1529 9937			

FOREVER JEWELLERY INC.

Secured Party	Reference File No.	Registration No.	Collateral	General Collateral Description	Expiry Date
Salus Capital Partners, LLC	688069296	20130625 1552 1862 8422	A, I, E, O, MV		June 25, 2018

- 5 -

6721657 MANITOBA LTD.

<i>Secured Party</i>	<i>Registration No.</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Salus Capital Partners, LLC	201311313202	All of the debtor's present and after-acquired personal property	June 25, 2018

2373138 ONTARIO INC.

<i>Secured Party</i>	<i>Reference File No.</i>	<i>Registration No.</i>	<i>Collateral</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Salus Capital Partners, LLC	688069287	20130625 1552 1862 8421	A,I,E,O, MV		June 25, 2018

**BEN MOSS JEWELLERS WESTERN CANADA INC.
and AFFILIATED ENTITIES**

**EXISTING LIENS
(Schedule 7.01)**

BEN MOSS JEWELLERS WESTERN CANADA INC.

Manitoba

<i>Secured Party</i>	<i>Registration Date</i>	<i>Registration No.</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Salus Capital Partners, LLC	July 3, 2013	201311816409	All of the debtor's present and after-acquired personal property	July 3/18
Xerox Canada Ltd.	Sept. 28/11	201116392904	Equipment, Other All present and future office equipment and software supplied or financed from time to time by the Secured Party (whether by lease, conditional sale or otherwise), whether or not manufactured by the Secured Party or any affiliate thereof	Sept. 28/15
Wells Fargo Equipment Finance Company	Sept. 22/11	201116061908	Purchase Money Security Interest Proceeds Claimed: various leasehold improvements and accessories together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto	Sept. 22/17
Change to Business Debtor	Sept. 23/11	201116160213		
BMW Canada Inc.	Feb. 15/10	201002272500	Purchase Money Security Interest 2010 BMW 535i xDrive Sedan	Feb. 15/15

- 2 -

Secured Party	Registration Date	Registration No.	General Collateral Description	Expiry Date
Wells Fargo Equipment Finance Company	Dec. 14/09	200921330005	Purchase Money Security Interest Proceeds Claimed: various leasehold improvements and accessories together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto	Dec. 14/15
Change to Expiry Date	Dec. 14/09	200921371712		
VW Credit Canada Inc. Additional Debtors: Ben Moss Jewellers; Ben Moss JE Western Canada Ltd.; Ben Moss Jewellers Ltd.; Ben Moss Jewellers (Pacific) Ltd.; Ben Moss Jewellers (Calgary) Ltd.; Ben Moss Jewellers of Alberta Ltd.	Apr. 2/09	200905021507	Purchase Money Security Interest 2009 VW EOS Comfortline	Mar. 30/14
Status Change: discharge registration	Apr. 22/13	201306590419		
Samuel Aaron, Inc.	Mar. 17/09	200904031509	Purchase Money Security Interest The consigned merchandise consists of all property, goods and merchandise sent or delivered to Consignee on consignment from	Mar. 17/14

- 3 -

<i>Secured Party</i>	<i>Registration Date</i>	<i>Registration No.</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			Consignor, or its affiliates or subsidiaries, including, without limitation, loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry which may now, heretofore or hereinafter be consigned or delivered by Consignor, or its affiliates or subsidiaries, to or for the account of Consignee also including, but not limited to, replacement and additional loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry delivered to Consignee as well as all proceeds realized from the sale of the consigned merchandise	
Change to Secured Parties	Apr. 8/09	200905359915		
Change to General Information	Mar. 17/09	200904036217		
Royal Bank of Canada	Aug. 22/91	910822102812	Purchase Money Security Interest The security interest is taken in all of the debtor's present and after-acquired	Aug. 22/13

- 4 -

Secured Party	Registration Date	Registration No.	General Collateral Description	Expiry Date
			personal property	
Changes to Secured Parties and Expiry Date	July 4/08	200812935312		
Changes to Secured Parties, Expiry Date and General Collateral Description	June 13/03	200312766115		
Change to Expiry Date	June 27/00	000627103417		
Changes to Business Debtor address	Apr. 1/98	980401108178		
Change to Expiry Date	July 2/97	970702107058		
Changes to Amendment transaction indicator and Expiry Date	July 20/94	940720107611		
Canadian Dealer Lease Services Inc., Bank of Nova Scotia-DLAC	Mar. 8/13	201303926300	KNDPCCA68D7442211 2013 Kia Sportage	Mar. 7/17
AC488 National Leasing Group Inc. Additional Debtor: Ben Moss Jewellers	Dec. 18/09	200921639308	Purchase Money Security Interest All various leaseholds equipment, display cases of every nature or kind described in Lease Number 2485772 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all	June 1/15

- 5 -

<i>Secured Party</i>	<i>Registration Date</i>	<i>Registration No.</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			attachments, accessories and substitutions	
Royal Bank of Canada Debtor name shown as Ben Moss Jewellers Western Canada Inc.	Feb. 24/00	000224104332	Priority Agreement dated December 31, 1999 between Jaltex Inc. and Royal Bank of Canada in favour of Security Agreement between Royal Bank of Canada and Ben Moss Jewellers Western Canada Inc.	Feb. 24/18
Changes to Secured Parties and Expiry Date	Jan. 10/08	200800590310		
Changes to Expiry Date and General Collateral Description	Dec. 11/02	200226182410		
Change to Secured Parties	May 29/01	200120637311		
Change to Expiry Date	Jan. 9/13	201300524210		
Xerox Canada Ltd.	Apr. 3/13	201305419805	Equipment, other all present and future office equipment and software supplied or financed from time to time by the secured party (Whether by lease, conditional sale or otherwise), whether or not manufactured by the secured party or any affiliate thereof	Apr. 3/17
AC488 National Leasing Group Inc.	Jan. 7/13	201300318504	All leasehold improvement and display fixtures of every nature or kind described in lease schedule	Dec. 1/19

- 6 -

<i>Secured Party</i>	<i>Registration Date</i>	<i>Registration No.</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			number 2609376 dated January 7, 2013 which lease schedule is attached to and forms part of Master Lease Agreement number 50293652 between the secured party, as lessor and the debtor as lessee, as amended from time to time, together with all attachments, accessories and substitutions.	
Change to amend general collateral description	Jan 7/13	201300327112		
AC488 National Leasing Group Inc.	Dec. 19/12	201222234609	All miscellaneous leasehold improvements of every nature or kind described in lease schedule number 2594288 dated December 18, 2012 which lease schedule is attached to and forms part of Master Lease Agreement number 50293652 between the secured party, as lessor and the debtor as lessee, as amended from time to time, together with all attachments, accessories and substitutions.	Dec. 1/18
HSBC Bank Canada Leasing	Dec. 19/12	201222234404	All leasehold improvement and display fixtures of every nature or kind described in lease schedule number 2608185 dated December 18, 2012 which lease schedule is attached to and forms part of Master Lease Agreement number 50293652 between the secured party, as lessor and the debtor as lessee, as amended from time to time,	Dec. 1/18

- 7 -

Secured Party	Registration Date	Registration No.	General Collateral Description	Expiry Date
			together with all attachments, accessories and substitutions.	
Change to Secured Parties	Jan. 3/13	201300144310		
HSBC Bank Canada, Leasing Division (#10990)	Nov. 22/12	201220671602	All custom carpet, tile, drains, sprinklers, alarm systems, burglar systems, stools with casters, mill work, computer systems, software, telephone systems, safes, signs, prisms, doors, chain holders, pads, backwalls, presentation pads, neckforms of every nature or kind described in Lease Schedule Number 2604941 dated November 22, 2012, which lease schedule is attached to and forms part of Master Lease Agreement number 50293652 between the secured party, as lessor and the debtor as lessee, as amended from time to time, together with all attachments, accessories and substitutions.	Apr. 1/19
Mercedes-Benz Financial Services Canada Corporation and Mercedes-Benz Financial	July 20/12	201212715803	2012 Mercedes-Benz S550W4M	July 19/15
Change to Business Debtor	Aug. 9/12	201214023410		
HSBC Bank Canada, Leasing Division and AC488 National	Dec. 20/11	201121347607	Purchase Money Security Interest All cash registers/pos systems, software, printers,	Dec. 20/17

- 8 -

Secured Party	Registration Date	Registration No.	General Collateral Description	Expiry Date
Leasing Group Inc.			scanners, hardware of every nature or kind described in lease schedule number 2562380 dated December 20, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions	
Change to Secured Parties	Dec. 20/11	201121350012		
HSBC Bank Canada	Oct. 25/11	201117957000	Purchase Money Security Interest All computer systems, software of every nature or kind described in lease schedule number 2559662 dated October 24, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time together with all attachments, accessories and substitutions	Oct. 25/17
Change to Secured Parties	Oct. 31/11	201118338214		
AC488 National Leasing Group Inc.	Sept. 14/11	201115532206	Purchase Money Security Interest All leaseholds, burglar alarm, showcases, telephone systems, window display,	Dec. 31/17

- 9 -

<i>Secured Party</i>	<i>Registration Date</i>	<i>Registration No.</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			counter spinner, equipment of every nature or kind described in lease schedule number 2542082 dated Sept. 14, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions	
AC488 National Leasing Group Inc.	Sept. 14/11	201115531900	Purchase Money Security Interest All goods and equipment of every nature or kind leased pursuant to Master Lease Agreement Number 50293652 dated Sept. 14, 2011 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions, including all after acquired goods and equipment subject to any Interim Funding Agreement(s) and any lease schedules attached to and forming part of Master Lease Agreement Number 50293652	Dec. 31/21
Mercedes-Benz Financial and Mercedes-Benz Financial Services Canada Corporation	July 15/11	201111863003	2012 Mercedes-Benz SLK350	July 14/15

- 10 -

<i>Secured Party</i>	<i>Registration Date</i>	<i>Registration No.</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Toyota Credit Canada Inc.	June 3/11	201109133600	2011 Lexus RX350	May 21/15
Toyota Credit Canada Inc.	June 3/11	201109133502	2011 Lexus RX350	May 21/15
HSBC Bank Canada, Leasing Division	Mar. 15/11	2011040003201	Purchase Money Security Interest All upgrades, leasehold improvements, servers, software, pos systems, computer systems, licenses, printers, scanners, monitors, bar code labelling systems, cash drawers, processors, photocopiers, storage controllers, adaptor kits of every nature or kind described in Lease Number 2535032 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions	Sept. 1/17
Change to Secured Parties	Mar. 23/11	201104483815		
VW Credit Canada Inc.	Jan. 21/11	201101019700	Purchase Money Security Interest 2011 Audi TTS	Jan. 21/16
HSBC Bank Canada Leasing	Nov. 19/10	201019381604	Various computer software of every nature together with all parts, accessories and collateral now or hereafter attached to or forming a part thereof and all proceeds therefrom including all types and kinds of personal property including, without limitation, trade-ins,	Nov. 18/16

Secured Party	Registration Date	Registration No.	General Collateral Description	Expiry Date
			accounts, building materials, chattel paper, contracts, contract rights, documents of title, rental payments, insurance payments, fixtures, instruments, money, inventory, leases, securities, collateral and any other goods or intangibles received as a result of the said goods chattels and movable property being sole, dealt with or otherwise disposed of	
Xerox Canada Ltd.	June 24/10	201010347403	Equipment, other all present and future office equipment and software supplied or financed from time to time by the Secured Party (whether by lease, conditional sale or otherwise), whether or not manufactured by the Secured Party or any affiliate thereof	June 24/13
AC488 National Leasing Group Inc. Additional Debtor: Ben Moss Jewellers	Dec. 18/09	200921639308	Purchase Money Security Interest All various leaseholds equipment, display cases of every nature or kind described in Lease Number 2485772 between the Secured Party, as Lessor and the Debtor, as Lessee, as amended from time to time, together with all attachments, accessories and substitutions	June 1/15
AB846 National Leasing Group	Sept. 15/09	200916015606	Purchase Money Security Interest All term loan of every	Oct. 1/14

- 12 -

<i>Secured Party</i>	<i>Registration Date</i>	<i>Registration No.</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Inc.			nature or kind described in Agreement Number 2448450 between the Secured Party, as Lender and the Debtor, as Borrower, as amended from time to time, together with all attachments, accessories and substitutions	
4770677 Manitoba Limited	Feb. 17/04	200402586205	The security interest is taken in all of the Debtor's present and after-acquired personal property	Feb. 17/14
4770723 Manitoba Limited	Feb. 17/04	200402585802	The security interest is taken in all of the Debtor's present and after-acquired personal property	Feb. 17/14
4770707 Manitoba Limited	Feb. 17/04	200402585306	The security interest is taken in all of the Debtor's present and after-acquired personal property	Feb. 17/14

Alberta

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Salus Capital Partners, LLC	13070307525	July 3/13	All of the Debtor's present and after-acquired personal property	July 3/18
Royal Bank of Canada	91082621581	Aug. 26/91	All current and after-acquired personal property	Aug. 26/16
Renewal	96073013714	July 30/96		
Amendment to change Debtor address	98040100756	Apr. 1/98		
Amendment to Secured Party address and	01061326193	June 13/01		

- 13 -

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Renewal				
Amendment to Secured Party address and Renewal	06080207142	Aug. 2/06		
Renewal	11080519605	Aug. 5/11		
4770723 Manitoba Limited	04031513999	Mar. 15/04	All present and after acquired personal property of the Debtor	Mar. 15/14
Amendment to Debtor address	04031610738	Mar. 16/04		
4770707 Manitoba Limited	04031514047	Mar. 15/04	All present and after acquired personal property of the Debtor	Mar. 15/14
4770677 Manitoba Limited	04031514104	Mar. 15/04	All present and after acquired personal property of the Debtor	Mar. 15/14
Samuel Aaron, Inc.	09031709482	Mar. 17/09	The consigned merchandise consists of all property, goods and merchandise sent or delivered to Consignee on consignment from Consignor, or its affiliates or subsidiaries, including, without limitation, loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry which may now, heretofore or hereinafter be consigned or delivered by Consignor, or its affiliates or subsidiaries, to or for the account of Consignee also including, but not limited	Mar. 17/14

- 14 -

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			to, replacement and additional loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry delivered to Consignee as well as all proceeds realized from the sale of the consigned merchandise	
Amendment to change Secured Party	09040800052	Apr. 8/09		
Wells Fargo Equipment Finance Company	09121407959	Dec. 14/09	Various leasehold improvements, shelving fixtures and other store accessories together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the	Dec. 14/14

- 15 -

Secured Party	Registration No.	Registration Date	General Collateral Description	Expiry Date
			collateral or proceeds of the collateral	
Wells Fargo Equipment Finance Company	09121408279	Dec. 14/09	Various leasehold improvements, shelving fixtures and other store accessories together with all attachments, accessories, accessions, additions and improvements thereto	Dec. 14/15
National Leasing Group Inc.	10020212764	Feb. 2/10	All various leaseholds equipment, display cases of every nature or kind described in Lease Number 2485772 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions Purchase Money Security Interest	Feb. 2/16
Wells Fargo Equipment Finance Company	11092221504	Sept. 22/11	Various leasehold improvements, shelving fixtures and other store accessories together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles,	Sept. 22/17

- 16 -

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral	
Amendment to add additional Debtor location	11092322134	Sept. 23/11		
Wells Fargo Equipment Finance Company	11092808819	Sept. 28/11	Various leasehold improvements and accessories together with all attachments, accessories, accessions, additions and improvements	Sept. 28/17
HSBC Bank Canada	11101312686	Oct. 13/11	All leaseholds of every nature or kind described in lease schedule number 2558534 dated October 12, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions Purchase Money Security Interest	Oct. 13/17
Amendment to Secured Party	12010121263	Feb. 1/12		
HSBC Bank Canada	11102503585	Oct. 25/11	All computer systems, software of every nature or kind described in lease schedule number 2559662 dated October 24, 2011,	Oct. 25/17

- 17 -

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			<p>which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time together with all attachments, accessories and substitutions</p> <p>Purchase Money Security Interest</p>	
Amendment to Secured Party	11103120485	Oct. 31/11		
HSBC Bank Canada, Leasing Division and National Leasing Group Inc.	11122010741	Dec. 20/11	<p>All cash registers/pos systems, software, printers, scanners, hardware of every nature or kind described in lease schedule number 2562380 dated December 20, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions</p> <p>Purchase Money Security Interest</p>	Dec. 20/17
Amendment to Secured Party	11122011608	Dec. 20/11		
National Leasing Group Inc.	12121900816	Dec. 19/12	<p>All miscellaneous leasehold improvements of every nature or kind described in Lease Schedule number 2594288 dated September 12, 2012, which Lease</p>	Dec. 19/18

- 18 -

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			Schedule is attached to and forms part of Master Lease Agreement number 50293652 between the secured party, as lessor and the debtor as lessee, as amended from time to time, together with all attachments, accessories and substitutions.	
HSBC Bank Canada Leasing	12121901531	Dec. 19/12	All leasehold improvements of every nature or kind described in Lease Schedule number 2608185 dated December 18, 2012, which Lease Schedule is attached to and forms part of Master Lease Agreement number 50293652 between the secured party, as lessor and the debtor as lessee, as amended from time to time, together with all attachments, accessories and substitutions.	Dec. 19/18
Amendment to Secured Party	13010314393	Jan. 3/13		
HSBC Bank Canada Leasing	13010334565	Jan. 3/13	Various leasehold improvements, alarm system, phone equipment, some millworks including Caesar stone at showcases, diamond cases, wall displays, back counter, and cash counter, showcase lightings, glass doors and hardware at wall displays	Jan. 3/19

British Columbia

- 19 -

<i>Secured Party</i>	<i>Base Reg. No.</i>	<i>Reg. No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Salus Capital Partners, LLC	434336H		July 3, 2013	All of the Debtor's present and after-acquired personal property	July 3/18
Royal Bank of Canada	5431814		Sept. 27/94	All of Debtor's present and after-acquired personal property wherever situate including but not limited to goods (including inventory, equipment (equipment includes, without limitation, machinery, tools, apparatus, plant, furniture, fixtures, aircraft and vehicles of whatsoever nature and kind), but excluding consumer goods), chattel paper, documents of title, instruments, intangibles, money, licences, crops and securities	Sept. 27/14
Amendment to Debtor address	5431814	7586826	April 2/98		
Renewal	5431814	8355551	July 12/99		
Renewal	5431814	815861B	July 12/04		
Renewal	5431814	155444F	Sept. 1/09		
Amendment to Secured Party address	5431814	155940F	Sept. 1/09		
4770707 Manitoba Limited	568297B		Mar. 3/04	All of the presently owned or held and after acquired or held personal property of the Debtor of whatsoever nature or kind and wheresoever situate, and all proceeds and renewals thereof and therefrom, accretions thereto and substitutions therefore ...	Mar. 3/14
4770723 Manitoba Limited	568304B		Mar. 3/04	All of the presently owned or held and after acquired or held personal property of the Debtor of whatsoever nature or kind and wheresoever situate, and all proceeds and renewals thereof and therefrom, accretions thereto and	Mar. 3/14

- 20 -

Secured Party	Base Reg. No.	Reg. No.	Registration Date	General Collateral Description	Expiry Date
				substitutions therefore ...	
4770677 Manitoba Limited	568311B		Mar. 3/04	All of the presently owned or held and after acquired or held personal property of the Debtor of whatsoever nature or kind and wheresoever situate, and all proceeds and renewals thereof and therefrom, accretions thereto and substitutions therefore ...	Mar. 3/14
Samuel Aaron, Inc.	874269E		Mar. 17/09	The consigned merchandise consists of all property, goods and merchandise sent or delivered to Consignee on consignment from Consignor, or its affiliates or subsidiaries, including, without limitation, loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry which may now, heretofore or hereinafter be consigned or delivered by Consignor, or its affiliates or subsidiaries, to or for the account of Consignee also including, but not limited to, replacement and additional loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry delivered to Consignee as well as all proceeds realized from the sale of the consigned merchandise	Mar. 17/14
Change to Secured Party	874269E	909039E	Apr. 8/09		
HSBC Bank Canada,	865206F		Nov. 16/10	All computer software of every nature or kind described in lease schedule number 2498021 dated	Nov. 16/16

<i>Secured Party</i>	<i>Base Reg. No.</i>	<i>Reg. No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Leasing Division				July 7, 2010 which lease schedule is attached to and forms part of Master Lease 50293652 between the Secured Party as Lessor and the Debtor as Lessee, as amended from time to time together with all attachments, accessories and substitutions	
Change to Secured Party	865206F	869587F	Nov. 18/10		
Change to Secured Party	865206F	872657F	Nov. 19/10		
HSBC Bank Canada, Leasing Division and National Leasing Group Inc.	865322F		Nov. 16/10	All goods and equipment of every nature or kind leased pursuant to Master Lease Agreement Number 50293652 dated July 7, 2010 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions, including all after acquired goods and equipment subject to any interim funding agreement(s) and any lease schedules attached to and forming part of Master Lease Agreement Number 50293652	Nov. 16/20
HSBC Bank Canada	414799G		Oct. 25/11	All computer systems, software of every nature or kind described in lease schedule 2559662 dated October 24, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitution	Oct. 25/17
Change to Secured Party	414799G	425665G	Oct. 31/11		

- 22 -

Secured Party	Base Reg. No.	Reg. No.	Registration Date	General Collateral Description	Expiry Date
HSBC Bank Canada, Leasing Division and National Leasing Group Inc.	507304G		Dec. 20/11	All cash registers/pos systems, software, printers, scanners, hardware of every nature or kind described in lease schedule number 2562380 dated December 20, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions	Dec. 20/17
Change to Secured Party	507304G	507308G	Dec. 20/11		
National Leasing Group Inc.	131494H		Jan. 7/13	All leasehold improvements of every nature or kind described in Lease Schedule number 2609376 dated January 7, 2013, which Lease Schedule is attached to and forms part of Master Lease Agreement number 50293652 between the secured party, as lessor and the debtor as lessee, as amended from time to time, together with all attachments, accessories and substitutions.	Jan. 7/19

Nova Scotia

Secured Party	Registration No.	Registration Date	General Collateral Description	Expiry Date
Salus Capital Partners, LLC	21459169	July 3/13	All of the debtor's present and after-acquired personal property	July 3/18
Royal Bank of Canada	12070421	Feb. 15/07	All present and after-acquired personal property	Feb. 15/17
Renewal	19064948	Jan. 17/12		
HSBC Bank Canada	18739771	Oct. 25/11	All computer systems, software of every nature or kind described in lease	Oct. 25/17

- 23 -

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			schedule 2559662 dated October 24, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitution	
Amendment to Secured Party	18764936	Oct. 31/11		
Samuel Aaron, Inc.	15035447	Mar. 17/09	The consigned merchandise consists of all property, goods and merchandise sent or delivered to Consignee on consignment from Consignor, or its affiliates or subsidiaries, including, without limitation, loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry which may now, heretofore or hereinafter be consigned or delivered by Consignor, or its affiliates or subsidiaries, to or for the account of Consignee also including, but not limited to, replacement and additional loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings,	Mar. 17/14

- 24 -

Secured Party	Registration No.	Registration Date	General Collateral Description	Expiry Date
			bangles, bracelets, necklaces, pendants and other miscellaneous jewelry delivered to Consignee as well as all proceeds realized from the sale of the consigned merchandise	
Amendment to Secured Party	15114119	Apr. 8/09		

New Brunswick

Secured Party	Registration No.	Registration Date	General Collateral Description	Expiry Date
Salus Capital Partners, LLC	23208879	July 3/13	All of the debtor's present and after-acquired personal property	July 3/18
Royal Bank of Canada	14523138	Feb. 15/07	All present and after-acquired personal property	Feb. 15/17
Renewal	21033345			
HSBC Bank Canada	20731501	Oct. 25/11	All computer systems, software of every nature or kind described in lease schedule 2559662 dated October 24, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitution	Oct. 25/17
Amendment to Secured Party	20752788	Oct. 31/11		
Samuel Aaron, Inc.	17264847	Mar. 17/09	The consigned merchandise consists of all property, goods and merchandise sent	Mar. 17/14

- 25 -

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			or delivered to Consignee on consignment from Consignor, or its affiliates or subsidiaries, including, without limitation, loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry which may now, heretofore or hereinafter be consigned or delivered by Consignor, or its affiliates or subsidiaries, to or for the account of Consignee also including, but not limited to, replacement and additional loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry delivered to Consignee as well as all proceeds realized from the sale of the consigned merchandise	
Amendment to Secured Party	17340118	Apr. 8/09		

Saskatchewan

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
Salus Capital Partners, LLC	301047919	July 3/13	All of the debtor's present and after-acquired personal property	July 3/18

- 26 -

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
4770707 Manitoba Limited	120498143	Mar. 2/04	All of the Debtor's present and after-acquired personal property and proceeds thereof	Mar. 2/14
4770723 Manitoba Limited	120498208	Mar. 2/04	All of the Debtor's present and after-acquired personal property and proceeds thereof	Mar. 2/14
4770677 Manitoba Limited	120498282	Mar. 2/04	All of the Debtor's present and after-acquired personal property and proceeds thereof	Mar. 2/14
HSBC Bank Canada	300790137	Oct. 25/11	All computer systems, software of every nature or kind described in lease schedule 2559662 dated October 24, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions	Oct. 25/17
Amendment to Secured Party		Oct. 31/11		
HSBC Bank Canada, Leasing Division and National Leasing Group Inc.	300811307	Dec. 20/11	All leasehold improvements, surveillance systems, alarm systems, software of every nature or kind described in lease schedule number 2562380 dated December 20, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as	Dec. 20/17

- 27 -

<i>Secured Party</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>General Collateral Description</i>	<i>Expiry Date</i>
			amended from time to time, together with all attachments, accessories and substitutions	
Amendment to Debtor		Dec. 20/11		
Amendment to Secured Party		Dec. 20/11		
Royal Bank of Canada	101481543	Aug. 27/91	All of the Debtors present and after-acquired property wherever situate including but not limited to goods, chattel paper, documents of title, instruments, intangibles and securities, proceeds, including but not limited to, trade-ins, equipment, cash, bank accounts, notes, chattel paper, goods, contract rights, accounts, and any other property or obligations received when such collateral or proceeds are sold, exchanged, collected or otherwise disposed of	Aug. 27/16
Amendment to Registration Identification Number		Apr. 7/95		
Renewal		July 9/96		
Amendment to Secured Party		Apr. 1/98		
Renewal		June 13/01		
Renewal		Aug. 2/06		
Amendment to		Aug. 2/06		

- 28 -

Secured Party	Registration No.	Registration Date	General Collateral Description	Expiry Date
Secured Party				
Renewal		Aug. 5/11		
Samuel Aaron, Inc.	300435037	Mar. 17/09	The consigned merchandise consists of all property, goods and merchandise sent or delivered to Consignee on consignment from Consignor, or its affiliates or subsidiaries, including, without limitation, loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry which may now, heretofore or hereinafter be consigned or delivered by Consignor, or its affiliates or subsidiaries, to or for the account of Consignee also including, but not limited to, replacement and additional loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry delivered to Consignee as well as all proceeds realized from the sale of the consigned merchandise	Mar. 17/14
Amendment to Secured Party		Apr. 8/09		

- 29 -

Ontario

Secured Party	Reference File No.	Registration No.	Collateral	General Description	Collateral	Expiry Date
Salus Capital Partners, LLC	688266441	20130703 1021 1862 8971	I, E, A, O, MV			July 3/18
Royal Bank of Canada	037858149	19910827 0849 0088 1392	I, E, A, O, MV			Aug. 27/16
Renewal	037858149	19960708 1907 1529 7750				
Change of Debtor address	037858149	19980401 1815 1531 3797				
Renewal	037858149	20010613 1805 1531 5297				
Change of Secured Party address	037858149	20060802 1456 1530 0983				
Renewal	037858149	20060802 1456 1530 0984				
Renewal	037858149	20110805 1946 1531 0598				
4770707 Manitoba Limited	603520911	20040304 1350 1590 9007	I, E, A, O, MV			Mar. 4/14
4770723 Manitoba Limited	603520938	20040304 1350 1590 9008	I, E, A, O, MV			Mar. 4/14
4770677 Manitoba Limited	603520947	20040304 1351 1590 9009	I, E, A, O, MV			Mar. 4/14
Samuel Aaron Trading (India) Pvt Ltd.	652106889	20090317 1217 1862 2787	I, A	The consigned merchandise consists of all property, goods and merchandise sent or delivered to Consignee on consignment from		Mar. 17/14

Secured Party	Reference File No.	Registration No.	Collateral	General Description	Collateral Expiry Date
				<p>Consignor, or its affiliates or subsidiaries, including, without limitation, loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry which may now, heretofore or hereinafter be consigned or delivered by Consignor, or its affiliates or subsidiaries, to or for the account of Consignee also including, but not limited to, replacement and additional loose diamonds and gemstones, and diamond, precious and semi-precious stone jewelry including, but not limited to, watches, rings, earrings, bangles, bracelets, necklaces, pendants and other miscellaneous jewelry delivered to Consignee as well as all proceeds realized from the sale of the consigned merchandise</p>	

<i>Secured Party</i>	<i>Reference File No.</i>	<i>Registration No.</i>	<i>Collateral</i>	<i>General Description</i>	<i>Collateral</i>	<i>Expiry Date</i>
Assignment by Secured Party to Samuel Aaron Inc.	652106889	20090408 0952 1862 4582				
National Leasing Group Inc.	656286984	20090915 1122 6005 4718	E, A, O	All term loan, leaseholds, display cases of every nature or kind described in Agreement Number 2448450 between the Secured Party, as Lender and the Debtor as Borrower, as amended from time to time, together with all attachments, accessories and substitutions		Sept. 15/15
National Leasing Group Inc. and HSBC Bank Canada	673619409	20111013 1157 6005 8017	E	All shelving, store displays, POS equipment, leaseholds of every nature or kind described in lease schedule number 2545343 dated October 12, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as lessor and the Debtor as lessee, as amended from time to time, together with all attachments, accessories and substitutions		Oct. 13/17
Amendment to delete National Leasing Group Inc. as Secured	673619409	20120201 1452 1530 9879				

- 32 -

Secured Party	Reference File No.	Registration No.	Collateral	General Description	Collateral	Expiry Date
Party						
National Leasing Group Inc.	673880985	20111025 1535 6005 8219	E	All computer systems, software of every nature or kind described in lease schedule number 2559662 dated October 24, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions		Oct. 25/17
National Leasing Group Inc.	675168516	20111220 1136 6005 9259	E	All cash registers/POS systems, software, printers, scanners, hardware of every nature or kind described in lease schedule number 2562380 dated December 20, 2011, which lease schedule is attached to and forms part of Master Lease Agreement Number 50293652 between the Secured Party, as Lessor and the Debtor as Lessee, as amended from time to time, together with all attachments, accessories and substitutions		Dec. 20/17

<i>Secured Party</i>	<i>Reference File No.</i>	<i>Registration No.</i>	<i>Collateral</i>	<i>General Description</i>	<i>Collateral</i>	<i>Expiry Date</i>
Assignment by Secured Party to HSBC Bank Canada, Leasing Division and National Leasing Group Inc.	675168516	20111220 1208 6005 9260				
HSBC Bank Canada, Leasing Division (#10990)	683054541	20121122 1416 6005 4371	E	All custom carpet, tile, drains, sprinklers, alarm systems, burglar systems, stools with casters, mill work, computer systems, software, telephone systems, safes, signs, prisms, doors, chain holders, pads, backwalls, presentation pads, neckforms of every nature or kind described in Lease Schedule number 2604941 dated November 22, 2012, which Lease Schedule is attached to and forms part of Master Lease Agreement number 50293652 between the secured party, as lessor and the debtor as lessee, as amended from time to time, together with all attachments, accessories and substitutions		Nov. 22/18
HSBC Bank Canada, Leasing Division	682220583	20121017 1408 60053868	E, A, O	Equipment location in different stores in Ontario all leasehold improvements, mechanical and		Oct. 17/19

Secured Party	Reference File No.	Registration No.	Collateral	General Description	Collateral Expiry Date
				electrical design, sotrefronts, equipment of every nature of kind described in Lease Scheduel Number 2600360 Dated Oct 19, 2021, which Lease Schedule is attached to and forms part of Master Lease Agreement number 502936652 between the secured party, as lessor and the debtor as lessee, as amended from time to time, together with all attachments, accessories and substitutions	

SCHEDULE 7.02
EXISTING INVESTMENTS

J.S.N. JEWELLERY INC. AND LOAN PARTIES

NIL.

BEN MOSS JEWELLERS WESTERN CANADA LTD.

NIL.

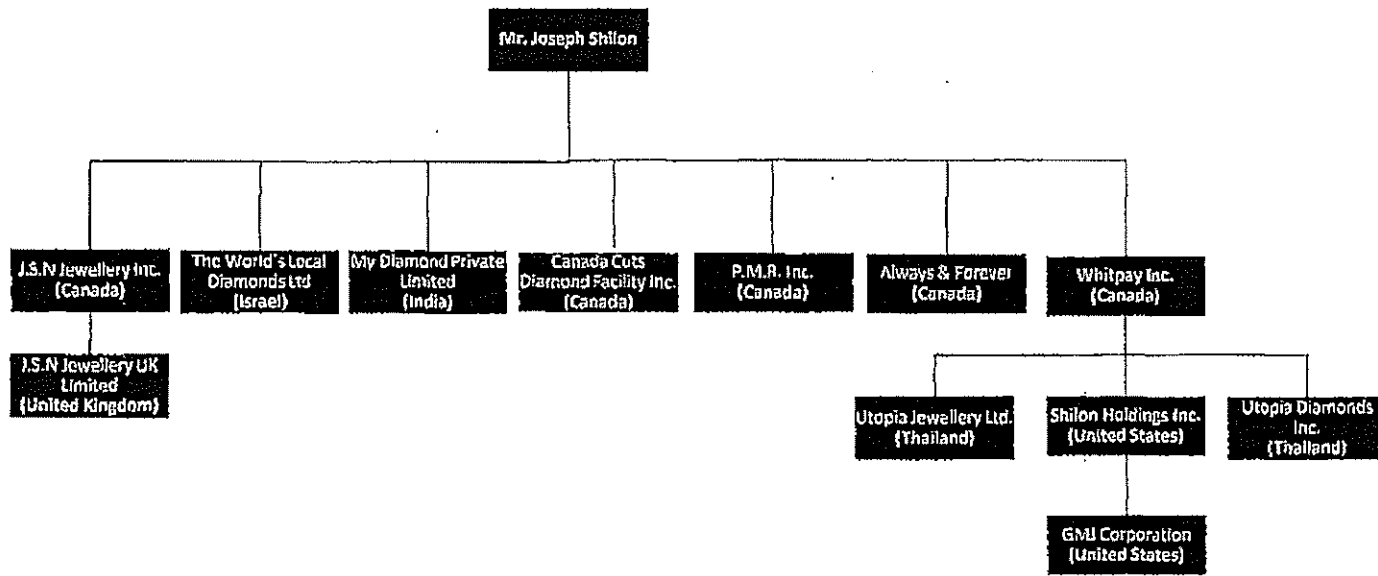
SCHEDULE 7.02(A)
INVESTMENT POLICY

J.S.N. JEWELLERY INC. AND LOAN PARTIES

N/A. See organizational chart illustrating investments between loan parties.

BEN MOSS JEWELLERS WESTERN CANADA LTD.

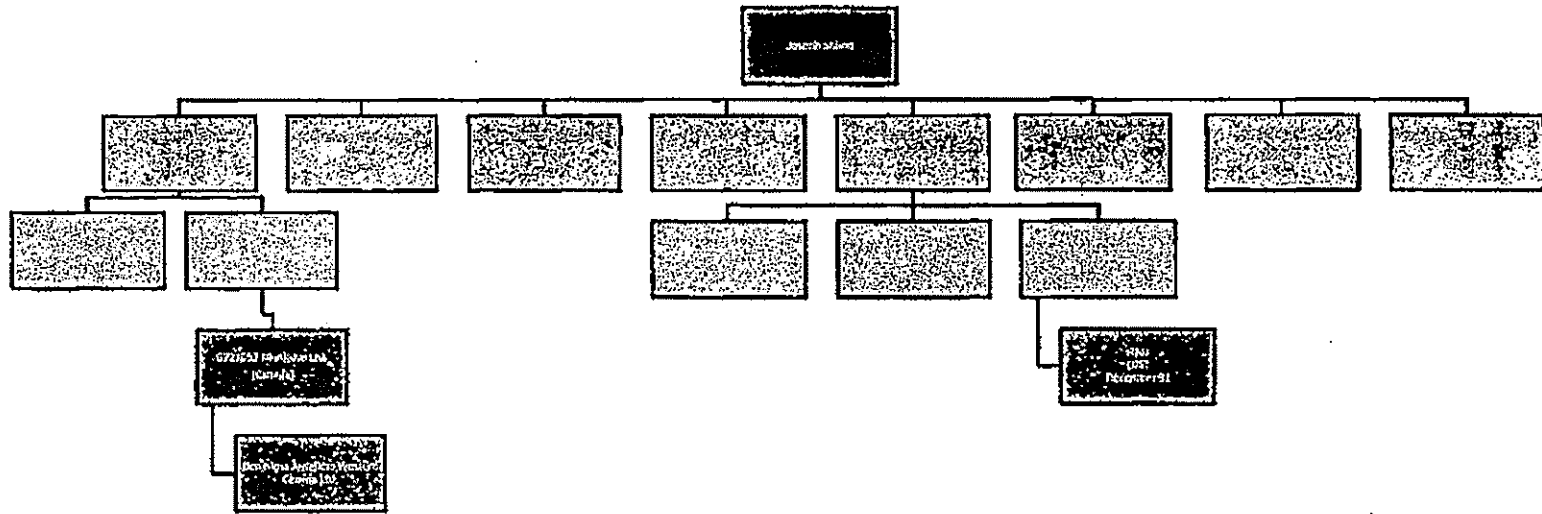
N/A. See organizational chart illustrating investments between affiliated corporations.



Note: 100% beneficially owned by Joseph Shilon. All entities are owned 100% by immediate parent company. The chart reflects the current ownership structure. For J.S.N. Jewellery UK Limited, the managing director hold 100 Class B shares (less than .006%)

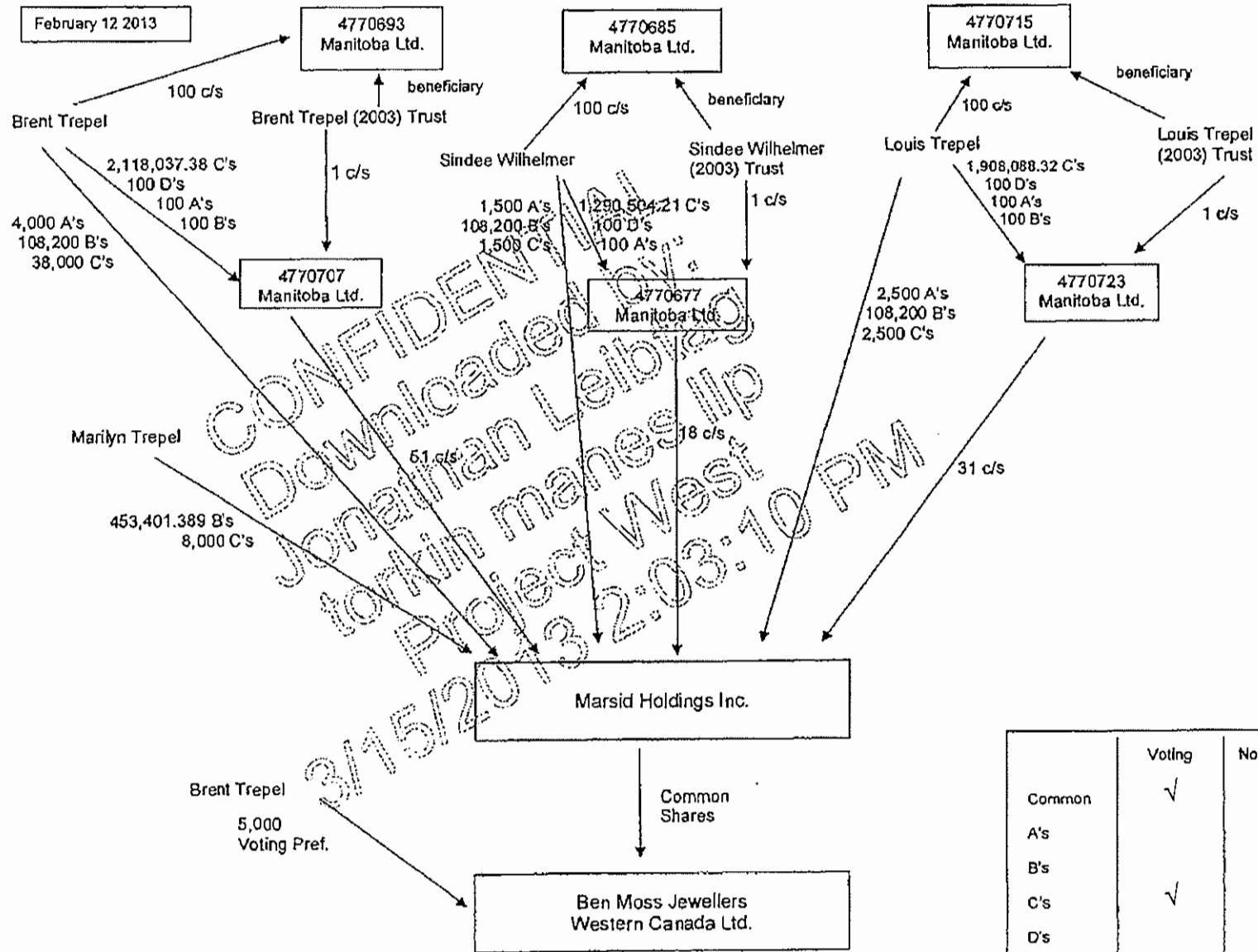
Organization Chart

At Close



Note: 100% beneficially owned by Joseph Shilon. All entities are owned 100% by immediate parent company. The chart reflects the current ownership structure. For J.S.N. Jewellery UK Limited, the managing director holds 100 Class B shares (less than .006%)





CONFIDENTIAL
 Downloaded by
 Jonathan Leibman
 tortin manes LLP
 Project West
 3/15/2013 2:03:10 PM

	Voting	Non-Voting
Common	✓	
A's		✓
B's		✓
C's	✓	
D's		✓
E's		✓

**SCHEDULE 7.03
EXISTING INDEBTEDNESS**

J.S.N. JEWELLERY INC. AND LOAN PARTIES

Indebtedness as of the Closing Date as pertaining to J.S.N. Jewellery Inc.:

1. Operating facility with Royal Bank of Canada in the aggregate amount of \$2,600,000 (to be paid out on the Closing Date).
2. Shareholder Loans:
 - A. \$11,000,000 resulting from the subordinated loan from Joseph Shilon for the Acquisition; and
 - B. \$17,556,800 being transferred from Ben Moss Jewellers Western Canada Ltd. at close.

Indebtedness as of the Closing Date as pertaining to J.S.N. Jewellery UK Limited:

1. Bank overdraft facility with National Westminster Bank in the aggregate amount of C\$776,048 (to be paid out on the Closing Date); and
2. Invoice discounting arrangement with the Royal Bank of Scotland in the aggregate amount of £2,585,499, or C\$4,161,434 (to be paid out on the Closing Date).

Indebtedness as of the Closing Date as pertaining to GMJ Corporation:

NIL.

Indebtedness as of the Closing Date as pertaining to 2373138 Ontario Inc.:

NIL.

Indebtedness as of the Closing Date as pertaining to 6721657 Manitoba Ltd.:

NIL.

Indebtedness as of the Closing Date as pertaining to Forever Jewellery Inc.:

NIL.

BEN MOSS JEWELLERS WESTERN CANADA LTD.

Capital Leases are outstanding with the following entities:

<u>NAME</u>	<u>AMOUNT OF DEBT</u>
NATIONAL LEASING:	\$1,134,868
HSBC:	\$3,109,469

Debt owing to the following entities pursuant to a Promissory Note and Purchase Money Security Agreement:

<u>NAME</u>	<u>AMOUNT OF DEBT</u>
4770693 MANITOBA LIMITED;	
4770715 MANITOBA LIMITED; and	
4770685 MANITOBA LIMITED, jointly:	\$602,966.76

**SCHEDULE 7.04
INVENTORY LOCATION**

J.S.N. JEWELLERY INC. AND LOAN PARTIES

<u>Name of Company</u>	<u>Location where Inventory, Books and Records are Kept</u>
J.S.N. Jewellery Inc.	64 Jardin Drive, Unit 7, Concord, Ontario L4K 3P3
J.S.N. Jewellery UK Limited	Unit 10 Building 2 Canonbury Business Centre 190a New North Road, London N1 7BJ Minute books located at: Raffingers Stuart Chartered Certified Accountants 19-20 Boume Court Southend Rd. Woodford Green Essex 1G8 8HD
GMJ Corp.	435 Martin St. STE 2020 Blaine, Washington 98230 Books and Records located at: 64 Jardin Drive, Unit 7, Concord, Ontario L4K 3P3

BEN MOSS JEWELLERS WESTERN CANADA LTD.

[See retail locations listed at Schedule 5.08(B)(2)]

- 38 -

**SCHEDULE 7.09
AFFILIATE TRANSACTIONS**

J.S.N. JEWELLERY INC. AND LOAN PARTIES

As pertaining to J.S.N. Jewellery Inc:

1. Sells finished goods to:
 - A. Forever Jewellery Inc.;
 - B. Always & Forever Family Collection Inc.; and
 - C. GMJ Corporation.
2. Pays Whitpay Inc. for management fees;
3. Purchases finished goods from Utopia Jewellery Limited.
4. Gets reimbursed by Forever Jewellery Inc. for property rental costs.
5. Purchases raw materials from:
 - A. PMR Inc.;
 - B. Global Diamonds (G.D.) Inc.;
 - C. My Diamond Private Limited; and
 - D. Utopia Diamond Inc.
6. Provide operating advances to:
 - A. PMR Inc.;
 - B. Canada Cuts Diamond Facility Inc.;
 - C. SUM Investments Inc.; and
 - D. Global Diamonds (G.D.) Inc.;

As pertaining to J.S.N. Jewellery UK Limited:

1. Purchases finished goods from Utopia Jewellery Limited;
2. Pays J.S.N Jewellery Inc. for management fees;
3. Pays Whitpay Inc. for management fees;
4. Purchases raw materials from:
 - A. Utopia Jewellery Limited;
 - B. PMR Inc.;
 - C. Global Diamonds (G.D.) Inc.; and
 - D. My Diamond Private Limited.
5. Provide operating advances to Global Diamonds Inc.

As pertaining to GMJ Corporation:

1. Purchases finished goods from:
 - A. J.S.N. Jewellery Inc.;
 - B. Utopia Jewellery Limited; and
 - C. Always and Forever Family Collection Inc.

As pertaining to Forever Jewellery Inc.:

1. Purchases finished goods from J.S.N. Jewellery Inc.;
2. Purchases raw materials from Utopia Jewellery Limited; and
3. Reimburses J.S.N. Jewellery Inc. for property rental costs.

BEN MOSS JEWELLERS WESTERN CANADA LTD.

1. Purchases finished goods from:
 - A. J.S.N. Jewellery Inc.;

B. Always & Forever Family Collection Inc.

SCHEDULE 10.02
AGENT'S OFFICE; CERTAIN ADDRESSES FOR NOTICES

SALUS CAPITAL PARTNERS, LLC

197 FIRST AVENUE, SUITE 250, NEEDHAM, MASSACHUSETTS 02494

J.S.N. JEWELLERY INC. AND LOAN PARTIES

64 JARDIN DRIVE, UNIT 7, CONCORD, ONTARIO L4K 3P3

BEN MOSS JEWELLERS WESTERN CANADA LTD.

64 JARDIN DRIVE, UNIT 7, CONCORD, ONTARIO L4K 3P3

31681.0001/5735667_3.

EXHIBIT A**Committed Loan Notice**

TO: Salus Capital Partners, LLC, as Administrative Agent

RE: Credit Agreement, dated as of [____], 2013, by and among J.S.N. Jewellery Inc., a Canadian corporation as Lead Borrower for itself and the other Borrowers party thereto from time to time (in such capacity, the "Lead Borrower"), the Borrowers party thereto from time to time, the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and Salus Capital Partners, LLC, as Administrative Agent and Collateral Agent (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement)

DATE: [Date]

The undersigned hereby requests a Committed Borrowing of Committed Loans:

1. On _____ (the "Credit Extension Date")
2. In the amount of [US/C]\$ _____

The Committed Borrowing requested herein complies with Section 2.02 of the Credit Agreement.

The Lead Borrower hereby represents and warrants that the conditions specified in Section [4.01 and] 4.02 shall be satisfied on and as of the Credit Extension Date. The most recently submitted Borrowing Base Certificate, updated to reflect the Committed Borrowing requested herein, is attached hereto.

Delivery of an executed counterpart of a signature page of this notice by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this notice.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

J.S.N. JEWELLERY INC., as Lead Borrower

By: _____
Name:
Title:

EXHIBIT B

Reserved

[Exhibit B]

EXHIBIT C-1**Revolving Note**

[US/C]\$_[_____]
 [_____, ____]

FOR VALUE RECEIVED, the undersigned (the "Borrowers"), hereby jointly and severally promise to pay to Salus Capital Partners LLC or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal sum of [_____] ([US/C]\$______), or, if less, the aggregate unpaid principal balance of each Committed Loan from time to time made by the Lender to the Borrowers under that certain Credit Agreement, dated as of [____], 2013, among the Borrowers named therein, the Guarantors named therein, the Lenders from time to time party thereto, and Salus Capital Partners, LLC, as Administrative Agent and Collateral Agent (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement;" the terms defined therein being used herein as therein defined).

The Borrowers promise to pay interest on the unpaid principal amount of each Committed Loan from the date of such Committed Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Agent for the account of the Lenders in [U.S./Canadian] Dollars in immediately available funds at the Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Revolving Note is one of the Revolving Notes referred to in the Credit Agreement, and the holder is entitled to the benefits thereof. Committed Loans made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Revolving Note and endorse thereon the date, amount and maturity of its Committed Loans and payments with respect thereto.

Each Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonour and non-payment of this Revolving Note.

Delivery of an executed counterpart of a signature page of this Note by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Note.

THIS REVOLVING NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Borrowers have caused this Revolving Note to be duly executed as of the date set forth above.

[_____]

By: _____
Name:
Title:

EXHIBIT C-2**Term Note**

FOR VALUE RECEIVED, the undersigned (the "Borrowers"), hereby jointly and severally promise to pay to Salus Capital Partners LLC or registered assigns (the "Lender"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal sum of [_____ ([US/C]\$_____)], or, if less, the aggregate unpaid principal balance of each Committed Loan from time to time made by the Lender to the Borrowers under that certain Credit Agreement, dated as of [____], 2013, among the Borrowers named therein, the Guarantors named therein, the Lenders from time to time party thereto, and Salus Capital Partners, LLC, as Administrative Agent and Collateral Agent (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement;" the terms defined therein being used herein as therein defined).

The Borrowers promise to pay interest on the unpaid principal amount of the Term Loan made by the Lender from the date of such Term Loan until such principal amount is paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to the Administrative Agent for the account of the Lender in [U.S./Canadian] Dollars in immediately available funds at the Administrative Agent's Office. If any amount is not paid in full when due hereunder, such unpaid amount shall bear interest, to be paid upon demand, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Term Note is one of the Term Notes referred to in the Credit Agreement and the holder is entitled to the benefits thereof. The Term Loan made by the Lender shall be evidenced by one or more loan accounts or records maintained by the Lender in the ordinary course of business. The Lender may also attach schedules to this Term Note and endorse thereon the date, amount and maturity of its Term Loans and payments with respect thereto.

Each Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonour and non-payment of this Term Note.

Delivery of an executed counterpart of a signature page of this Term Note by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Term Note.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN.

IN WITNESS THEREOF, the Borrowers have caused this Term Note to be duly executed as of the date set forth above.

[_____]

By: _____
Name:
Title:

EXHIBIT D**Compliance Certificate**

Financial Statement Date: [_____, ____]

TO: Salus Capital Partners, LLC, as Administrative Agent

RE: Credit Agreement, dated as of [____], 2013 by and among J.S.N. Jewellery Inc., a Canadian corporation for itself and as Lead Borrower for the other Borrowers party thereto from time to time (in such capacity, the "Lead Borrower"), the Borrowers party thereto from time to time, the Guarantors party thereto from time to time, the Lenders party thereto from time to time, and Salus Capital Partners, LLC, as Administrative Agent and Collateral Agent (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement)

DATE: [Date]

The undersigned Responsible Officer hereby certifies, in [his/her] capacity as a Responsible Officer and not in [his/her] individual capacity, as of the date hereof, that [he/she] is the [_____] of the Lead Borrower, and that, as such, [he/she] is authorized to execute and deliver this Compliance Certificate to the Agent on the behalf of the Lead Borrower and the other Financial Statement Parties, and that:

[Use following paragraph 1 for fiscal year-end financial statements]

1. The Lead Borrower has delivered the year-end audited Combined financial statements required by Section 6.01(a) of the Credit Agreement for the Fiscal Year of the Lead Borrower and the other Financial Statement Parties ended as of the above date, together with the report and opinion of an independent certified public accountant required by such section. Such Combined financial statements are fairly stated in all material respects when considered in relation to such Combined financial statements of the Lead Borrower and the other Financial Statement Parties.

[Use following paragraph 1 for fiscal month-end financial statements]

1. The Lead Borrower has delivered the Combined unaudited financial statements required by Section 6.01(c) of the Credit Agreement for the Fiscal Month of the Lead Borrower and the Financial Statement Parties ended as of the above date. Such Combined financial statements fairly present the financial condition, results of operations and supplemental cash flow statements requested and approved by the Agent of the Lead Borrower and the Financial Statement Parties as of the end of such Fiscal Month in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes, and such Combined financial

statements are fairly stated in all material respects when considered in relation to such Combined financial statements of the Lead Borrower and the Financial Statement Parties.

2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under [his/her] supervision, a detailed review of the transactions and condition (financial or otherwise) of the Lead Borrower and the Financial Statement Parties during the accounting period covered by such financial statements.

3. A review of the activities of the Lead Borrower and the Financial Statement Parties during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Lead Borrower and the Financial Statement Parties performed and observed all its obligations under the Loan Documents, and

[select one:]

[to the best knowledge of the undersigned, during such fiscal period each of the Loan Parties performed and observed each covenant and condition of the Loan Documents applicable to it, and no Default or Event of Default has occurred and is continuing.]

[or]

[to the best knowledge of the undersigned, the following covenants or conditions have not been performed or observed and the following is a list of each such Default and Event of Default and its nature and status:]

Delivery of an executed counterpart of a signature page of this Compliance Certificate by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Compliance Certificate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

J.S.N. JEWELLERY INC., as Lead Borrower

By: _____
Name:
Title:

EXHIBIT E**Assignment and Assumption**

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and [between][among] [the][each] Assignor identified in item 1 below ([the][each, an] "Assignor") and [the][each] Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees] hereunder are several and not joint.] Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Agent as contemplated below (a) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other Loan Documents in the amount[s] and equal to the percentage interest[s] identified below of all the outstanding rights and obligations under the respective facilities identified below and (b) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other Loan Documents or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (a) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (a) and (b) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: _____

2. Assignee[s]: _____

[for each Assignee, indicate [Affiliate][Approved Fund] of Lender]

3. Lead Borrower: J.S.N. Jewellery Inc., a Canadian corporation

4. Agent: Salus Capital Partners, LLC, as the administrative agent and the collateral agent under the Credit Agreement
5. Credit Agreement: Credit Agreement, dated as of [_____], 2013 (as amended, restated, supplemented or otherwise modified and in effect from time to time), among the Lead Borrower, [the other Borrowers party thereto,] the Guarantors party thereto, the Lenders party thereto from time to time, and Salus Capital Partners, LLC, as Agent
6. Assigned Interest:

<u>Assignor</u> [s]	<u>Assignee</u> [s]	Amount of Assignor's Commitment/ <u>Loans</u>	Amount of Commitment/ <u>Loans Assigned</u>	Percentage of Assignor's Commitment/ <u>Loans Assigned</u>	Resulting Commitment/ <u>Loans Amount for Assignor</u>	Resulting Commitment/ <u>Loans Amount for Assignee</u>
		[US/C]\$ _____	[US/C]\$ _____	_____%	[US/C]\$ _____	[US/C]\$ _____
		[US/C]\$ _____	[US/C]\$ _____	_____%	[US/C]\$ _____	[US/C]\$ _____
		[US/C]\$ _____	[US/C]\$ _____	_____%	[US/C]\$ _____	[US/C]\$ _____

[7. Trade Date: _____]¹

Effective Date: _____, 20__ [TO BE INSERTED BY AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

¹ To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

[Consented to and]² Accepted:

SALUS CAPITAL PARTNERS, LLC,
as Agent

By: _____
Name:
Title:

² To be added only if the consent of the Agent is required by the terms of the Credit Agreement.

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

Standard Terms and Conditions for Assignment and Assumption

1. Representations and Warranties.

1.1. Assignor. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under the terms of the Credit Agreement (subject to such consents, if any, as may be required under the terms of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and the other Loan Documents as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to the terms of the Credit Agreement, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance upon the Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the Province of [_____] and the laws of Canada applicable therein.

4. Fees. Unless waived by the Agent in accordance with Section 10.06(b)(iv) of the Credit Agreement, this Assignment and Assumption shall be delivered to the Agent with a processing recordation fee of [US/C]\$3,500.

5. Delivery. If the Assignee is not a Lender, the Assignee shall deliver to the Agent an Administrative Questionnaire.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT F

Borrowing Base Certificate

See Attached.

[Exhibit F]



JSN - Borrowing Base

Date: 7/17/2013

Certificate #: 1

Pursuant to the Credit and Security Agreement dated as of July 14, 2013 as amended from time to time (the "Loan Agreement") between JSN ("Borrower") and Salus Capital Partners, L.P. or an affiliate or designee ("Lender"), the undersigned hereby certifies that the signer is authorized to execute this certificate, (b) certifies that the signer has personal knowledge of the facts set forth herein, (c) certifies that the contents of this Borrowing Base Certificate are true, correct and complete (inclusive of all representations and warranties contained in the Loan Agreement and other loan documents) and have been computed in a manner consistent with the terms and conditions of the Loan Agreement, and (d) represents and warrants that (i) there is not in existence any Default or Event of Default, (ii) all representations and warranties contained in the Loan Agreement and other loan documents are true and correct in all material respects as of the date hereof, and (iii) in addition to, and not in lieu of, the foregoing: (A) all sales, payment and withholding taxes payable to date have been paid when due subject to any applicable grace periods, (B) Borrower is in compliance with all material terms of all leases or other agreements pursuant to which it occupies real estate and has not been notified that it is in default of any such leases or agreements, and (C) none of the insurance policies which Borrower is required to maintain under the Loan Agreement are set to expire earlier than thirty (30) days after the date hereof. The Borrower understands and agrees that the Lender will rely upon the representations and warranties set forth herein and upon the truth and accuracy of information contained herein in making any advance or other financial accommodation under the Loan Agreement.

I.	Accounts Receivable										
	Wholesale Accounts Receivables		balance as of:	7/13/2013						A	
	Less: Ineligibles									B	
	Eligible A/R (A - B)									C	
	Available A/R (C x advance rate)		Advance rate:	90.00%						D	
	TOTAL Accounts Receivable Availability (D)										
II.	Inventory										
	JSN CAD Inventory Available for Sale (per Perpetual reports)		balance as of:	7/13/2013						F	
	Less: Ineligibles									G	
	Total Eligible JSN CAD Inventory (F - G)									H	
	Inventory Advance Rate									I	
	Total Inventory Availability - (H x I)									J	
	JSN UK Inventory Available for Sale (per Perpetual reports)		balance as of:	7/13/2013						X	
	Less: Ineligibles									L	
	Total Eligible JSN UK Inventory (K - L)									M	
	Inventory Advance Rate									N	
	Total Inventory Availability - (M x N)									O	
	Ben Moss Inventory Available for Sale (per Perpetual reports)		balance as of:	7/13/2013						P	
	Less: Ineligibles									Q	
	Total Eligible Ben Moss Inventory (P - Q)									R	
	Inventory Advance Rate									S	
	Total Inventory Availability - (R x S)									T	
	Previous Metals Inventory Available for Sale (per Perpetual reports)		balance as of:	7/13/2013						U	
	Less: Ineligibles									V	
	Total Eligible JSN CAD Inventory (U - V)									W	
	Inventory Advance Rate									X	
	Total Inventory Availability - (W x X)									Y	
	TOTAL Inventory Availability (J + O + T + Y)										
III.	Reserves										
	Availability Block									AA	
	Customer Deposits	100%	x		579,141					BB	
	Customer Credit Reserve	50%	x		88,407					CC	
	Gift Cards	50%	x		83,375					DD	
	WEPF Reserve - lower of actual or \$2,000/person	100%	x		278,000					EE	
	GST/PST/HST Payable	100%	x		311,501					FF	
	Payroll Income and Pension Tax withholdings	100%	x		206,292					GG	
	Rent reserve	100%	x		218,627					HH	
	Preferential credits (UK)	100%	x		15,000					II	
	Prescribed part (UK)	100%	x		573,642					JJ	
	Other Reserves	100%	x		250,000					KK	
	Total Reserves									LL	
	NET Inventory Availability for Borrowings (Z - LL)										
	Available Borrowing Base (E + MM)										
	Suppressed A/cs liability (NN - OO)										
	NET Available Borrowing Base (NN) - NOT TO EXCEED \$ 50,000,000 CAD										
IV.	Availability Calculation										
	Beginning Principal Balance		balance as of:							SA	
	Adjustees									SB	
	Fees									SC	
	Adjustments									SD	
	Collections (Paydowns)									SE	
	Loan balance Prior to Today's Request									SF	
	NET Availability Prior to Today's Request (OO - PP)									SG	
	Conversion Rate (USD to CAD)			7/13/2013	1.043					SH	
	Funding Request									SI	
	Operating Account CAD #1177			\$	1,500,000			\$	1,500,000	SO	
	Operating Account USD #6638			\$	1,200,000			\$	1,251,043	SP	
	Today's Total Funding Request									SR	
IV.	Outstanding Revolving Loan Balance (PP + RB)									SS	
V.	Total Outstandings (SS)									TT	
VI.	Total Availability / (Shortfall) (line OO - TT)									UU	
	Term Loan A (Not to exceed .75X EBITDA)									VV	
	Term Loan B (Not to exceed .25X EBITDA)									VW	
	Total Outstanding Revolving & Term Loans (TT + VV + VW)									XX	
VII.	Maximum Total Outstandings per Loan Agreement									YY	
	EAR (TT / C + H + M + R + W)										
	MTD SALES ACT TY:	\$	-					CURRENT MO SALES PLAN:	\$	-	
	MTD SALES ACT PY:	\$	-							#DIV/0!	
	Prepared by:	Name/Title			Authorized Signature						

EXHIBIT G

Credit Card Notification

[PREPARE ON BORROWER LETTERHEAD - ONE FOR EACH PROCESSOR]

[_____, _____]

To: _____ (the "Processor")
[Address]
[Address]
[City, Province, Postal Code]

Re: [_____] (the "Company")
[Account Numbers]

Dear Sir/Madam:

Under various agreements between and among, among others, the Company and Salus Capital Partners, LLC, as administrative agent and collateral agent (in such capacities, the "Agent") for a syndicate of lenders and other credit parties party to that certain Credit Agreement dated as of [_____], 2013 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), the Company has granted to the Agent, for its own benefit and the benefit of the other credit parties, security interests in and to the Company's inventory, accounts, general intangibles, equipment, and other assets, including, without limitation, all amounts due or to become due from the Processor to the Company.

Under such agreements, the Company is obligated to deliver (or cause to be delivered) all proceeds of the Company's accounts, accounts receivable, and inventory to the Agent. Such proceeds include all payments with respect to credit card charges (the "Charges") submitted by the Company to the Processor for processing and the amounts which the Processor owes to the Company on account thereof (the "Credit Card Proceeds").

- I. Until the Processor receives written notification from an officer of the Agent to the contrary, all amounts as may become due from time to time from the Processor to the Company shall continue to be transferred only as follows:
 - (a) By ACH, Depository Transfer Check, or Electronic Depository Transfer to:

Bank: _____
 Bank Address: _____
 [ABA Routing Number/Transit Number]: _____
 Account Number: _____
 Account Name: _____

or

- (b) As the Processor may be instructed from time to time in writing by an officer of the Agent.
2. Upon request of the Agent, a copy of each periodic statement provided by the Processor to the Company should be provided to the Agent by mail (electronically or otherwise), at the following addresses:
- [Salus Capital Partners, LLC
Attention: Danielle L. Prentis
197 First Avenue, Suite 250
Needham, Massachusetts 02494
E-Mail: dprentis@saluscapital.com
Facsimile: (781) 459-0058]
3. The Processor shall be fully protected in acting on any order or direction by the Agent respecting the Charges and the Credit Card Proceeds without making any inquiry whatsoever as to the Agent's right or authority to give such order or direction or as to the application of any payment made pursuant thereto.

This letter may be amended only by the written agreement of the Processor, the Company, and an officer of the Agent and may be terminated solely by written notice signed by an officer of the Agent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

[_____]

By: _____
Name:
Title:

cc: Salus Capital Partners, LLC

EXHIBIT H

DDA Notification

[PREPARE ON BORROWER LETTERHEAD - ONE FOR EACH DEPOSITORY]

_____]

To: [Name and Address of Bank]

Re: [_____] (the "Company")
[Account Numbers]

Dear Sir/Madam:

This letter relates to the Account Numbers referenced above (together with any other depository account(s), the "Account") that the Company now or hereafter maintains with you. The term "Account" shall also mean any certificates of deposit, investments or other evidence of indebtedness previously or hereafter issued by you to or for the account of the Company.

Under various agreements between and among, among others, the Company and Salus Capital Partners, LLC, as administrative agent and collateral agent (in such capacities, the "Agent") for a syndicate of lenders and other credit parties, the Company has granted to the Agent security interests in and to, among other things, the Company's accounts, accounts receivable, inventory, and proceeds therefrom, including, without limitation, the proceeds now or hereafter deposited in the Account or evidenced thereby. Therefore, the present and all future contents of the Account constitute the Agent's collateral.

Until you receive written notification from the Agent that the interest of the Agent in the Accounts has been terminated, all funds from time to time on deposit in each of the Accounts, net of such minimum balance, not to exceed [US/C]\$2,500.00, as may be required by you to be maintained in each of the Accounts, shall be transferred on each business day only as follows:

(a) By ACH, Depository Transfer Check, or Electronic Depository Transfer
to:

Bank: _____
Bank Address: _____
[ABA Routing Number/Transit Number]: _____
Account Number: _____
Account Name: _____

or

(b) As you may be otherwise instructed from time to time in writing by an officer of the Agent.

Upon request of the Agent, a copy of each statement issued with respect to the Account should be provided to the Agent, by mail (electronically or otherwise), at the following addresses:

[Salus Capital Partners, LLC
Attention: Danielle L. Prentis
197 First Avenue, Suite 250
Needham, Massachusetts 02494
E-Mail: dprentis@saluscapital.com
Facsimile: (781) 459-0058]

You shall be fully protected in acting on any order or direction by the Agent respecting the Accounts without making any inquiry whatsoever as to the Agent's right or authority to give such order or direction or as to the application of any payment made pursuant thereto. Nothing contained herein is intended to, nor shall it be deemed to, modify the rights and obligations of the Company and the Agent under the terms of the loan arrangement and the loan documents, as amended and in effect from time to time, executed in connection therewith between, among others, the Company and the Agent.

This letter may be amended only by notice in writing signed by the Company and an officer of the Agent and may be terminated solely by written notice signed by an officer of the Agent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

[_____]

By: _____
Name:
Title:

cc: Salus Capital Partners, LLC