



## Authorization & Agreement for Dispute Resolution Services

In consideration of the OmbudService for Life & Health Insurance (“OLHI”) providing both the Consumer and the Insurer with a forum for the impartial resolution of a complaint filed by the Consumer with OLHI (“Complaint”), the parties agree as follows:

1. OLHI will assist the Consumer throughout OLHI’s dispute resolution process (“the Process”).
2. The Consumer confirms that there is no past or current court action or other dispute resolution process relating to the issues described in the Complaint.
3. OLHI will assign staff to assist the Consumer with his/her Complaint. That means:
  - a) Except as set out in sections 3c) and 3d), OLHI staff is permitted to discuss with and disclose to the other party any information which is provided by a party during the Process, including personal information of the Consumer which may already be in possession of the Insurer.
  - b) As part of the Process, the Insurer is required to provide a complete copy of its complaint file to OLHI, excluding any documents over which it claims privilege. This file may include personal health information, particularly for complaints relating to disability, out of country coverage, health, and dental claims, etc. By participating in the Process, the Consumer consents to the release of the Insurer’s complaint file, including any personal health information it contains, to OLHI.
  - c) OLHI will protect the information shared by all parties and will not release a copy or sections of a file it receives from the Insurer or the Consumer.
  - d) Consumer agrees that information and documents provided by him/her will be shared with the Ombudsman for Banking and Investments (“OBSI”) in the event the Complaint requires the expertise of both OLHI and OBSI.
4. OLHI or its staff is not liable to the parties for any damages which may arise from the Process, provided they act honestly and in good faith.
5. OLHI’s Process is non-binding, confidential and without prejudice. That means:
  - a) None of the parties will require OLHI or any of its staff to testify or give evidence at any legal or other proceeding;
  - b) None of the parties will require OLHI or any of its staff to produce any documents, records, notes or work product prepared or received in connection with the Process in any legal or other proceeding;
  - c) No document, recommendation or admission made by any of the parties, including OLHI, during the Process can be disclosed to anyone else (including media representatives) or used in any legal or other proceeding, without the consent of the affected party; and
  - d) Neither party is legally bound to accept and follow the recommendations of OLHI.
6. Where required under the Process, OLHI will publish a report issued by its Senior Adjudicative Officer on the OLHI website, omitting any personal information of the Consumer.



7. Except in the province of Quebec where it is not permitted by law, as between the Insurer and the Consumer, all relevant limitations periods, provided they have not already expired, are suspended during the Process from the date the Consumer signs this agreement until ten (10) business days from the date of issuance of OLHI's notice to the parties that the Process is complete or otherwise terminated. Consumer understands that limitation periods against third parties associated with the Complaint, such as insurance agents, financial advisors, and Managing General Agencies ("MGAs"), are NOT suspended during OLHI's Process.
8. Each party is responsible for seeking independent legal advice should he/she feel it is necessary. OLHI cannot provide the parties with legal advice on any matters pertaining to the Complaint, including whether a limitation period has expired or may expire. If the Consumer has any concerns about whether the use of OLHI's Process will affect his/ her right to pursue a legal remedy against the Insurer or any other person he /she is advised to seek independent legal advice at the earliest opportunity.
9. The Consumer may authorize a representative to act on his/ her behalf provided both the Consumer and the Consumer's representative sign below. In that event, both representative and Consumer agree to be bound by the terms of this agreement. This means that any breach of this agreement by the Consumer's representative constitutes a breach by the Consumer as well.

Date signed by Consumer: \_\_\_\_\_

\_\_\_\_\_  
Name of Consumer

\_\_\_\_\_  
Signature of Consumer

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Signature of Insurer's Authorized Representative

\_\_\_\_\_  
Name of Consumer's representative  
(if applicable)

\_\_\_\_\_  
Signature of Consumer's representative  
(if applicable)

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Marjolaine Cantin, LL.B.  
Acting Executive Director  
Canadian Life and Health Insurance OmbudService  
Operating as "OmbudService for Life & Health Insurance"