



My Health Statutory Conditions

EFFECTIVE MAY 6, 2026

MyHealth Statutory Agreements

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Statutory Conditions Notice: Statutory conditions are prescribed by applicable provincial or territorial insurance legislation and apply to this policy. They are not authored or modified by GMS. In the event of any discrepancy between this policy and the governing legislation of the issuing province or territory, the governing legislation prevails.

STATUTORY CONDITIONS -ALBERTA

1. The Contract

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

2. Material Facts

No statement made by the insured or a person insured at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. Changes in Occupation

- I. If after this policy is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in the contract, the liability under the contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- II. If the person insured changes occupation from that stated in the contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer must either:
 - a. reduce the premium rate, or
 - b. issue a policy for the unexpired term of the contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and must refund to the insured the amount by which the unearned premium on the contract exceeds the premium at the lower rate for the unexpired term.

4. Termination of Insurance

- I. The contract may be terminated
 - a. by the insurer giving to the insured 15 days' notice of termination by recorded mail or 5 days' written notice of termination personally delivered, or
 - b. by the insured at any time on request.
- II. If the contract is terminated by the insurer,
 - a. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - b. the refund must accompany the notice.
- III. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.
- IV. The 15-day period referred to in subparagraph (1)(a) of this condition

starts to run on the day the recorded mail or notification of it is delivered to the insured's postal address.

5. Notice and Proof of Claim

- I. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must:
 - a. give written notice of claim to the insurer
 - i. by delivery of the notice, or by sending it by recorded mail, to the head office or chief agency of the insurer in the province, or
 - ii. by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an accident, sickness or disability,
 - b. within 90 days after the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of
 - i. (i) the happening of the accident or the start of the sickness or disability,
 - ii. the loss caused by the accident, sickness or disability,
 - iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age, and
 - c. if so, required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.
- ii. Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if
 - a. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
 - b. in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

6. Insurer to Furnish Forms for Proof of Claim

The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

7. Rights of Examination

As a condition precedent to recovery of insurance money under the contract,

- I. the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim is pending, and

- II. in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

8. When Money Payable other than for Loss of Time

All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.

9. When Loss of Time Benefits Payable

The initial benefits for loss of time must be paid by the insurer within 30 days after it has received proof of claim, and payment must be made after that date in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments if the person insured, when required to do so, furnishes proof of continuing sickness or disability before payment.

[2008 c19 s29;2016 c23 s3](#)

Omission or Variation of Conditions

1. If a statutory condition is not applicable to the benefits provided by a contract it may be omitted from the policy or varied so that it will be applicable.
2. Statutory Conditions 3 and 7 set out in [section 705](#) may be omitted from the policy if the contract does not contain any provisions respecting the matters dealt with in those Statutory Conditions.
3. Statutory Condition 4 set out in [section 705](#) must be omitted from the policy if the contract does not provide that it may be terminated by the insurer prior to the expiry of any period for which a premium has been accepted.
4. Statutory Conditions 3, 4 and 7 set out in [section 705](#) and, subject to the restriction in subsection (5), Statutory Condition 5, may be varied, but if by reason of the variation the contract is less favourable to the insured, a person insured or a beneficiary than it would have been if the condition had not been varied, the statutory condition is deemed to be included in the policy in the form in which it appears in section 705.
5. Statutory Condition 5(1)(a) and (b) set out in section 705 must not be varied in policies providing benefits for loss of time.
6. Statutory Conditions 8 and 9 set out in [section 705](#) may be varied by shortening the time periods set out in them.
7. The title of a statutory condition must be reproduced in the policy along with the statutory condition, but the number of a statutory condition may be omitted.
8. In the case of a contract made by a fraternal society, Statutory Condition 4(1)(b) and (3) set out in [section 705](#) must not be printed on the policy.

STATUTORY CONDITIONS - BRITISH COLUMBIA

1. The Contract

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

2. Material Facts

No statement made by the insured or a person insured at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. Changes in Occupation

- I. If after this policy is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in the contract, the liability under the contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- II. If the person insured changes occupation from that stated in the contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer must either:
 - a. reduce the premium rate, or
 - b. issue a policy for the unexpired term of the contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and must refund to the insured the amount by which the unearned premium on the contract exceeds the premium at the lower rate for the unexpired term.

4. Termination of Insurance

- I. The contract may be terminated
 - a. by the insurer giving to the insured 15 days' notice of termination by recorded mail or 5 days' written notice of termination personally delivered, or
 - b. by the insured at any time on request.
- II. If the contract is terminated by the insurer,
 - a. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - b. the refund must accompany the notice.
- III. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.
- IV. The 15-day period referred to in subparagraph (I)(a) of this condition starts to run on the day the recorded mail or notification of it is delivered to the insured's postal address.

5. Notice and Proof of Claim

- I. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must
 - a. give written notice of claim to the insurer
 - i. by delivery of the notice, or by sending it by recorded mail, to the head office or chief agency of the insurer in the province, or
 - ii. by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an accident, sickness or disability,
 - b. within 90 days after the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of
 - i. the happening of the accident or the start of the sickness or disability,
 - ii. the loss caused by the accident, sickness or disability,
 - iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age, and
 - c. if so, required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.

Failure to Give Notice or Proof

- II. Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if
 - a. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
 - b. in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

6. Insurer to Furnish Forms for Proof of Claim

The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

7. Rights of Examination

As a condition precedent to recovery of insurance money under the contract,

- a. the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim is pending,

b. in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

a ticket of travel, the statutory conditions need not be printed on or attached to the policy if the policy contains the following notice printed in conspicuous bold type:

8. When Money Payable other than for Loss of Time

All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.

Despite any other provision contained in the contract, the contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance.

9. When Loss of Time Benefits Payable

The initial benefits for loss of time must be paid by the insurer within 30 days after it has received proof of claim, and payment must be made after that date in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments if the person insured, when required to do so, furnishes proof of continuing sickness or disability before payment.

Omission or Variation of Statutory Conditions

1. If a statutory condition is not applicable to the benefits provided by a contract it may be omitted from the policy or varied so that it will be applicable.
2. Statutory Conditions 3 and 7 may be omitted from the policy if the contract does not contain any provisions respecting the matters dealt with in them.
3. Statutory Condition 4 must be omitted from the policy if the contract does not provide that it may be terminated by the insurer prior to the expiry of any period for which a premium has been accepted.
4. Statutory Conditions 3, 4 and 7, and, subject to the restriction in subsection (5), Statutory Condition 5, may be varied, but if by reason of the variation the contract is less favourable to the insured, a person insured or a beneficiary than it would be if the condition had not been varied, the condition is deemed to be included in the policy in the form in which it appears in [section 101](#).
5. Statutory Condition 5(1)(a) and (b) may not be varied in policies providing benefits for loss of time.
6. Statutory Conditions 8 and 9 may be varied by shortening the time periods set out in them.
7. The title of a statutory condition must be reproduced in the policy along with the statutory condition, but the number of a statutory condition may be omitted.
8. In the case of a contract made by a fraternal society,
 - a. the following provision must be printed on every policy in substitution for Statutory Condition 1:

The Contract

1. This policy, the Act or instrument of incorporation of the society, its constitution, bylaws, and rules, and the amendments made from time to time to any of them, the application for the contract and the medical statement of the applicant, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions and
- b. Statutory Condition 4 (1) (b) and (3) must not be printed on the policy.

10. Notice of Statutory Conditions

In the case of a policy of accident and sickness insurance of a non-renewable type issued for a term of 6 months or less or in relation to

Statutory Conditions Notice: Statutory conditions are prescribed by applicable provincial or territorial insurance legislation and apply to this policy. They are not authored or modified by GMS. In the event of any discrepancy between this policy and the governing legislation of the issuing province or territory, the governing legislation prevails.

STATUTORY CONDITIONS - MANITOBA

1. The Contract

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

2. Material Facts

No statement made by the insured or a person insured at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. Changes in Occupation

- I. If after this policy is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in the contract, the liability under the contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- II. If the person insured changes occupation from that stated in the contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer must either:
 - a. reduce the premium rate, or
 - b. issue a policy for the unexpired term of the contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and must refund to the insured the amount by which the unearned premium on the contract exceeds the premium at the lower rate for the unexpired term.

4. Termination of Insurance

- I. The contract may be terminated
 - a. by the insurer giving to the insured 15 days' notice of termination by recorded mail or 5 days' written notice of termination personally delivered, or
 - b. by the insured at any time on request.
- II. If the contract is terminated by the insurer,
 - a. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
 - b. the refund must accompany the notice.
- III. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.
- IV. The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the recorded mail or notification of it is delivered to the insured's postal address.

5. Notice and Proof of Claim

- I. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must:
 - a. give written notice of claim to the insurer
 - i. by delivery of the notice, or by sending it by recorded mail, to the head office or chief agency of the insurer in the province, or
 - ii. by delivery of the notice to an authorized agent of the insurer in the province,

not later than 30 days after the date a claim arises under the contract on account of an accident, sickness or disability,
 - b. within 90 days after the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of
 - i. the happening of the accident or the start of the sickness or disability,
 - ii. the loss caused by the accident, sickness or disability,
 - iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age, and
 - c. if so, required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.
- II. Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if
 - a. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
 - b. in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

6. Insurer to Furnish Forms for Proof of Claim

The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

7. Rights of Examination

As a condition precedent to recovery of insurance money under the contract,

- a. the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim is pending, and
- b. in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

8. When Money Payable other than for Loss of Time

All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.

9. When Loss of Time Benefits Payable

The initial benefits for loss of time must be paid by the insurer within 30 days after it has received proof of claim, and payment must be made after that date in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments if the person insured, when required to do so, furnishes proof of continuing sickness or disability before payment.

STATUTORY CONDITIONS -NEWFOUNDLAND & LABRADOR

1. The Contract

- I. The application, this policy, a document attached to this policy when issued and an amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and an agent has no authority to change the contract or waive its provisions.
- II. Waiver
The insurer shall be considered not to have waived a condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.
- III. Copy of Application
The insurer shall, upon request, provide to the insured or to a claimant under the contract a copy of the application.

2. Material Facts

A statement made by the insured or a person insured at the time of application for this contract shall not be used in defence of a claim under or to avoid this contract unless it is contained in the application or other written statements or answers provided as evidence of insurability.

3. Changes in Occupation

- I. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- II. Where the person insured changes his or her occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either:
 - a. reduce the premium rate, or
 - b. issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. Relation of Earnings to Insurance

- I. Where the benefits for loss of time payable under this contract, either alone or together with benefits for loss of time under another contract, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under those contracts and the excess premium paid by the insured shall be returned to him or her by the insurer.
- II. The other contract referred to in statutory condition 4(1) may include,
 - a. a contract of group accident and sickness insurance; or
 - b. a life insurance contract where the insurer undertakes to pay insurance money or to provide other benefits in the event that the

person whose life is insured becomes disabled as a result of bodily injury or disease.

5. Termination by Insured

The insured may terminate this contract by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the province, or by delivery of it to an authorized agent of the insurer in the province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of that notice according to the table in use by the insurer at the time of termination.

6. Termination by Insurer

- I. The insurer may terminate this contract by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.
- II. The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
- III. Where the notice of termination is delivered to the insured, 5 days' notice of termination shall be given; where it is mailed to the insured, 10 days' notice of termination shall be given, and the 10 days shall begin on the day following the date of mailing of notice.

7. Notice and Proof of Claim

- I. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of either of them, shall
 - a. give written notice of claim to the insurer
 - i. by delivery of it, or by sending it by registered mail to the head office or chief agency of the insurer in the province, or
 - ii. by delivery of it to an authorized agent of the insurer in the province,

not later than 30 days from the date a claim arises under the contract on account of an accident, sickness or disability;
 - b. within 90 days from the date a claim arises under the contract on account of an accident, sickness or disability, provide to the insurer the proof that is reasonably possible in the circumstances of the happening of the accident or the beginning of the sickness or disability, and the loss occasioned by it, the right of the claimant to receive payment, his or her age, and the age of the beneficiary where relevant; and
 - c. as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of the disability.
- II. Failure to give notice of claim or provide proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or provided as soon as reasonably possible, and in no event later than 1 year from the date of the accident or the date a claim arises under the contract on account of sickness or disability where it is shown that it was not reasonably possible to give notice or provide proof within the time so prescribed.

8. Insurer to Provide Forms for Proof of Claim

The insurer shall provide forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time he or she may submit his or her proof of claim in

the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. Rights of Examination

As a condition precedent to recovery of insurance money under this contract,

- I. the claimant shall give to the insurer an opportunity to examine the person insured when and so often as it reasonably requires while the claim is pending; and
- II. in the case of death of the person insured, the insurer may require an autopsy subject to a law of the applicable jurisdiction relating to autopsies.

10. When Money Payable Other Than for Loss of Time

Money payable under this contract, other than benefits for loss of time, shall be paid by the insurer within 60 days after it has received proof of claim.

11. When Loss of Time Benefits Payable

The initial benefits for loss of time shall be paid by the insurer within 30 days after it has received proof of claim, and payment shall be made afterwards in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments if the person insured, when required to do so, provides before payment proof of continuing disability.

12. Limitations of Actions

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be started more than 1 year after the date the insurance money became payable or would have become payable if it had been a valid claim.

1971 No6 s10; [2010 c15 s3](#)

13. Omission or Variation of Conditions

- I. Notwithstanding [section 12](#), where a statutory condition is not applicable to the benefits provided by the contract, it may be omitted from the policy or varied so that it will be applicable.
- II. Statutory Conditions 3, 4 and 9 may be omitted from the policy if the contract does not contain provisions respecting the matters dealt with in them.
- III. Statutory Conditions 5 and 6 shall be omitted from the policy if the contract does not provide that it may be terminated by the insurer before the end of a period for which a premium has been accepted.
- IV. Statutory Conditions 3, 4, 5, 6, 7 and 9 may be varied but where because of the variation the contract is less favourable to the insured, a person insured or a beneficiary than it would be if the condition had not been varied, the condition shall be considered to be included in the policy in the form in which it appears in [section 12](#).
- V. Notwithstanding subsection (4), clauses (1)(a) and (b) of Statutory Condition 7 may not be varied in policies providing benefits for loss of time.
- VI. Statutory Conditions 10 and 11 may be varied by shortening the periods of time prescribed in them, and Statutory Condition 12 may be varied by lengthening the period of time prescribed in it.
- VII. The title of a statutory condition shall be reproduced in the policy along with the statutory condition, but the number of a statutory condition may be omitted.

VIII. In the case of a contract made by a fraternal society, the following provision shall be printed on the policy in substitution for Statutory Condition 1(1):

The Contract

- a. This policy, the Act or instrument of incorporation of the society, its constitution, by-laws and rules, and the amendments made to them, the application for the contract and the medical statement of the applicant constitute the entire contract, and an agent has no authority to change the contract or waive its provisions.”; and
- b. Statutory Condition 5 shall not be printed on the policy.

1971 No6 s11

14. Notice of Statutory Conditions

In a policy of accident and sickness insurance of a non-renewable type issued for a term of 6 months or less or in relation to a ticket of travel, the statutory conditions need not be printed on or attached to the policy where the policy contains the following notice printed in conspicuous type:

“Notwithstanding another provision contained in this policy, this contract is subject to the statutory conditions in the Accident and Sickness Insurance Act, respecting contracts of accident and sickness insurance.”

STATUTORY CONDITIONS -NOVA SCOTIA

Subject to Section 75, the conditions set forth in the Schedule to this Part shall be deemed to be part of every contract other than a contract of group insurance and shall be printed on or attached to the policy forming part of such contract with the heading "Statutory Conditions". R.S., c. 231, s. 74

1. Omission of Statutory Condition

- I. Where a statutory condition is not applicable to the benefits provided by the contract it may be omitted from the policy or varied so that it will be applicable.
- II. Statutory conditions 3, 4 and 9 may be omitted from the policy if the contract does not contain any provisions respecting the matters dealt with therein.
- III. Statutory conditions 5 and 6 shall be omitted from the policy if the contract does not provide that it may be terminated by the insurer prior to the expiry of any period for which a premium has been accepted.
- IV. Statutory conditions 3, 4, 5, 6 and 9, and subject to the restriction in subsection (5), statutory condition 7, may be varied but if by reason of the variation the contract is less favourable to the insured, a person insured or a beneficiary than it would be if the condition had not been varied, the condition shall be deemed to be included in the policy in the form in which it appears in Section 74.
- V. Clauses (a) and (b) of paragraph (1) of statutory condition 7 may not be varied in policies providing benefits for loss of time.
- VI. Statutory conditions 10 and 11 may be varied by shortening the periods of time prescribed therein, and statutory condition 12 may be varied by lengthening the period of time prescribed therein.
- VII. The title of a statutory condition shall be reproduced in the policy along with the statutory condition, but the number of a statutory condition may be omitted.
- VIII. In the case of a contract made by a fraternal society, (a) the following provision shall be printed on every policy in substitution for paragraph (1) of statutory condition 1: 1 (1) The contract - This policy, the Act or instrument of incorporation of the society, its constitution, by-laws and rules, and the amendments made from time to time to any of them, the application for the contract and the medical statement of the applicant, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions. and MARCH 10, 2020

R.S., c. 231 insurance 51 (b) statutory condition 5 shall not be printed on the policy. R.S., c. 231, s. 75.

2. Notice of Statutory Conditions

In the case of a policy of accident insurance of a non-renewable type issued for a term of six months or less or in relation to a ticket of travel, the statutory conditions need not be printed on or attached to the policy if the policy contains the following notice printed in conspicuous type: Notwithstanding any other provision herein contained, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident insurance. R.S., c. 231, s. 76; revision corrected 1999.

3. Effect of Delivery of Policy or Renewal

- I. Where a policy evidencing a contract or a certificate evidencing the renewal of a contract is delivered to the insured and the initial

premium or, in the case of a renewal certificate, the renewal premium therefor has not been fully paid,

- a. the contract or the renewal thereof evidenced by the certificate is as binding on the insurer as if such premium had been paid although delivered by an officer or an agent of the insurer who did not have authority to deliver it; and
 - b. the contract may be terminated for the non-payment of the premium by the insurer upon ten days notice of termination given in writing to the insured and mailed postage prepaid and registered to the latest address of the insured on the records of the insurer and the ten days shall begin on the day following the date of mailing such notice.
- II. This Section does not apply to a contract of group insurance or to a contract made by a fraternal society. R.S., c. 231, s. 77.

4. Unpaid premium

- I. An Insurer may,
 - a. deduct unpaid premiums from an amount which it is liable to pay under a contract; or
 - b. sue the insured for unpaid premiums.
- II. Where a cheque or other bill of exchange or a promissory note or other written promise to pay is given for the whole or part of a premium and payment is not made according to its tenor, the premium or part thereof shall be deemed never to have been paid.
- III. Clause (a) of subsection (1) does not apply to a contract of group insurance. MARCH 10, 2020
52 insurance R.S., c. 231
- IV. This Section does not apply to a contract made by a fraternal society. R.S., c. 231, s. 78.

STATUTORY CONDITIONS - NORTHWEST TERRITORIES

1. The Contract

The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

Waiver

The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer

Copy of the Application

The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. Material Facts

No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. Changes in Occupation

- I. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- II. If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either:
 - a. reduce the premium rate, or
 - b. issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. Relation of Earnings to Insurance

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to him by the insurer.

5. Termination by Insured

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the Northwest Territories, or by delivery thereof to an authorized agent of the insurer in the Territories, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. Termination by Insurer

- I. The insurer may terminate this contract by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time.
- II. The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
- III. Where the notice of termination is delivered to the insured, five days notice of termination shall be given; where it is mailed to the insured, ten days notice of termination shall be given, and the ten days shall begin on the day following the date of mailing of notice.

7. Notice and Proof of Claim

- I. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall:
 - a. give written notice of claim to the insurer
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Northwest Territories, or
 - ii. by delivery thereof to an authorized agent of the insurer in the Territories,

not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
 - b. within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and
 - c. if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability. by the insurer, provide a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of the disability.
- II. Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. Insurer to Provide Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time he may submit his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. Rights of Examination

As a condition precedent to recovery of insurance money under this contract,

- I. the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- II. in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. When Money Payable Other Than for Loss of Time

All money payable under this contract, other than benefits for loss of time, shall be paid by the insurer within sixty days after it has received proof of claim.

11. When Loss of Time Benefits Payable

The initial benefits for loss of time shall be paid by the insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding sixty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

12. Limitations of Actions

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than two years after the date the insurance money became payable or would have become payable if it had been a valid claim. SNWT 2011,c.16,s.12(2),(6).

13. Omission or Variation of Conditions

- I. Where a statutory condition is not applicable to the benefits provided by the contract it may be omitted from the policy or varied so that it will be applicable.
- II. Statutory conditions 3, 4 and 9 may be omitted from the policy if the contract does not contain any provisions respecting the matters dealt with in those statutory conditions.
- III. Statutory conditions 5 and 6 shall be omitted from the policy if the contract does not provide that it may be terminated by the insurer before the expiration of any period for which a premium has been accepted.

14. Varying Time Periods

- I. Statutory conditions 3 to 6 and 9, and subject to the restriction in subsection (5), statutory condition 7, may be varied but, if by reason of the variation the contract is less favourable to the insured, a person insured or a beneficiary than it would be if the statutory condition had not been varied, the condition shall be deemed to be included in the policy in the form in which it appears in section 177.
- II. Clauses (a) and (b) of subcondition (1) of statutory condition 7 may not be varied in policies providing benefits for loss of time.
- III. Statutory conditions 10 and 11 may be varied by shortening the

periods of time mentioned in those statutory conditions, and statutory condition 12 may be varied by lengthening the period of time mentioned in that statutory condition.

15. Title of Statutory Condition

The title of a statutory condition shall be reproduced in the policy along with the statutory condition, but the number of a statutory condition may be omitted.

16. Contract by Fraternal Society

In the case of a contract made by a fraternal society,

- a. the following shall be printed on every policy in substitution for subcondition (1) of statutory condition 1:
 1. This policy, the Act or instrument of incorporation of the society, its constitution, bylaws and rules, and the amendments made from time to time to any of them, the application for the contract and the medical statement of the applicant, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
- b. Statutory Condition 5 shall not be printed on the policy. SNWT 2011,c.16,s.12(4).

STATUTORY CONDITIONS - ONTARIO

1. The Contract

- I. The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions. Insurer may,
- II. Repealed [2012, c. 8](#), Sched. 23, s. 42 (2)

Copy of Application

- III. The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. Material Facts

A statement made by the insured or a person insured at the time of application for this contract shall not be used in defence of a claim under or to avoid this contract unless it is contained in the application or other written statements or answers provided as evidence of insurability.

3. Changes in Occupation

- I. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- II. If the person insured changes his or her occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either:
 - a. reduce the premium rate, or
 - b. issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. Relation of Earnings to Insurance

- I. Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to the insured by the insurer.
- II. The other contract referred to in subcondition (1) may include,
 - a. a contract of group accident and sickness insurance; or
 - b. a life insurance contract whereby the insurer undertakes to pay insurance money or to provide other benefits in the event that the person whose life is insured becomes disabled as a result of bodily injury or disease.

5. Termination by Insured

The insured may at any time request that this contract be terminated and the insurer shall, as soon as practicable after the insured makes the request, refund the amount of premium actually paid by the insured that is in excess of the short rate premium calculated to the date of the request according to the table in use by the insurer at the time of the termination.

6. Termination by Insurer

- I. The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.
- II. The notice of termination may be given in the following ways:
 - i. It may be personally delivered to the insured.
 - ii. It may be delivered by prepaid courier to the latest address of the insured on the records of the insurer if there is a record by the person who has delivered it that the notice has been delivered.
 - iii. It may be sent by registered mail to the latest address of the insured on the records of the insurer.
 - iv. It may be sent by electronic means if the insured consents to delivery by electronic means.
- III. Where If the notice of termination is personally delivered, delivered by prepaid courier or delivered by electronic means to the insured, five days notice of termination shall be given and, if delivered by prepaid courier, the five-day period begins on the day after the day there is a record by the person who delivered it that the notice has been delivered. If the notice is delivered by electronic means to the insured, the five-day period begins on the day after the day the notice is sent.
- IV. If the notice of termination is sent by registered mail to the insured, 15 days notice of termination shall be given, and the 15-day period begins on the day the registered letter or notification of it is delivered to the insured's address.

7. Notice and Proof of Claim

- I. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall:
 - a. give written notice of the claim to the insurer in one of the following ways, not later than 30 days from the date a claim arises under the contract on account of an accident, sickness or disability:
 - i. by personal delivery or by sending it by registered mail to the head office or chief agency of the insurer in the Province,
 - ii. by personal delivery to an authorized agent of the insurer in the Province, or
 - iii. by delivery by electronic means;

not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
 - d. such sickness or disability.

- b. within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
- c. if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such sickness or disability.

Failure to Give Notice of Proof

- II. Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if,
 - a. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed; or
 - b. in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

8. Insurer to Furnish Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. Rights of Examination

As a condition precedent to recovery of insurance money under this contract,

10. When Money Payable Other Than for Loss of Time

All money payable under this contract, other than benefits for loss of time, shall be paid by the insurer within sixty days after it has received proof of claim.

11. When Loss of Time Benefits Payable

The initial benefits for loss of time shall be paid by the insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding sixty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

Repealed: [2002, c. 24](#), Sched. B, s. 39 (7).

R.S.O. 1990, c. I.8, s. 300; [2002, c. 18](#), Sched. H, s. 4 (29); [2002, c. 24](#), Sched. B, s. 39 (7); 2012, c. 8, Sched. 23, s. 42 (1, 2, 4, 5); [2013, c. 2](#), Sched. 8, s. 23; [2019, c. 7](#), Sched. 33, s. 8 (1); [2020, c. 36](#), Sched. 22, s. 8; [2021, c. 40](#), Sched. 14, s. 5; [2024, c. 20](#), Sched. 10, s. 10.

12. Omission or Variation of Conditions

- I. Where a statutory condition is not applicable to the benefits provided by the contract it may be omitted from the policy or varied so that it will be applicable. R.S.O. 1990, c. I.8, s. 301 (1).

- II. Statutory conditions 3, 4 and 9 may be omitted from the policy if the contract does not contain any provisions respecting the matters dealt with therein. R.S.O. 1990, c. I.8, s. 301 (2).
- III. Statutory conditions 5 and 6 shall be omitted from the policy if the contract does not provide that it may be terminated by the insurer prior to the expiry of any period for which a premium has been accepted. R.S.O. 1990, c. I.8, s. 301 (3).
- IV. Statutory conditions 3, 4, 5, 6 and 9, and subject to the restriction in subsection (5), statutory condition 7, may be varied but, if by reason of the variation the contract is less favourable to the insured, a person insured or a beneficiary than it would be if the condition had not been varied, the condition shall be deemed to be included in the policy in the form in which it appears in section 300. R.S.O. 1990, c. I.8, s. 301 (4).
- V. Clauses (a) and (b) of subcondition 7 (1) may not be varied in policies providing benefits for loss of time. R.S.O. 1990, c. I.8, s. 301 (5).
- VI. Statutory conditions 10 and 11 may be varied by shortening the periods of time prescribed therein. R.S.O. 1990, c. I.8, s. 301 (6); 2002, c. 24, Sched. B, s. 39 (8).
- VII. The title of a statutory condition shall be reproduced in the policy along with the statutory condition, but the number of a statutory condition may be omitted. R.S.O. 1990, c. I.8, s. 301 (7).

13. Contract by Fraternal Society

In the case of a contract made by a fraternal society,

- a. the following shall be printed on every policy in substitution for subcondition (1):

The Contract

- 1. This policy, the Act or instrument of incorporation of the society, its constitution, by-laws and rules, and the amendments made from time to time to any of them, the application for the contract and the medical statement of the applicant, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions. And,
- b. statutory condition 5 shall not be printed on the policy. R.S.O. 1990, c. I.8, s. 301 (8).

14. Notice of Statutory Conditions

In the case of a policy of accident and sickness insurance of a non-renewable type issued for a term of six months or less or in relation to a ticket of travel, the statutory conditions need not be printed on or attached to the policy if the policy contains a notice to the following effect, printed in conspicuous, bold type:

Despite any other provision of this contract, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance.

R.S.O. 1990, c. I.8, s. 302; [2002, c. 18](#), Sched. H, s. 4 (30); [2012, c. 8](#), Sched. 23, s. 43.

15. Declaration as to Sufficiency of Proof

- I. Where an insurer admits the validity of the insurance but does not admit the sufficiency of the evidence required by subcondition 7 (1) set out in [section 300](#) and there is no other question in issue except a question under [section 302.2](#), the insurer or the claimant may, before or after action is brought and on at least 30 days notice, apply to the court for a declaration as to the sufficiency of the evidence furnished, and the court may make the declaration or may direct what further evidence is to be furnished and on the furnishing of the evidence may make the declaration or, in special circumstances, may dispense with further evidence and make the declaration. [2012, c. 8](#), Sched. 23, s. 44.

Application

- II. This section applies only in respect of a claim for accidental death benefits. [2012, c. 8](#), Sched. 23, s. 44.

16. Declaration of Presumption of Death

Where a claimant alleges that the person whose life is insured should be presumed to be dead and there is no other question in issue except a question under section 302.1, the insurer or the claimant may, before or after action is brought and on at least 30 days notice, apply to the court for a declaration as to presumption of the death, and the court may make the declaration. [2012, c. 8](#), Sched. 23, s. 44.

17. Court Order Repayment of Insurance Money

On making a declaration under [section 302.1](#) or [302.2](#), the court may make an order respecting the payment of the insurance money and respecting costs that it considers just, and a declaration or direction or an order made under this subsection is binding on the applicant and on all persons to whom notice of the application has been given. [2012, c. 8](#), Sched. 23, s. 44.

STATUTORY CONDITIONS -ATLANTIC

1. The Contract

- I. The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

Waiver

- II. The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

Copy of Application

- III. The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. Material Facts

No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. Changes in Occupation

- I. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- II. If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either,
 - a. reduce the premium rate;
 - b. or issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. Relation of Earnings to Insurance

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to him by the insurer.

5. Termination by Insured

The insured may terminate this contract at any time by giving written

notice of termination to the insurer by registered mail to its head office or chief agency in the province, or by delivery thereof to an authorized agent of the insurer in the province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. Termination by Insurer

- I. The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.
- II. Notice of Termination, Delivery.
The notice of termination delivery may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
- III. Periods of Notice.
Where the notice of termination is delivered to the insured, five days notice of termination shall be given; where it is mailed to the insured, ten days notice of termination shall be given, and the ten days shall begin on the day following the date of mailing of notice

7. Notice and Proof of Claim

- I. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,
 - a. give written notice of the claim to the insurer
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province, or
 - ii. by delivery thereof to an authorized agent of the insurer in the province,

not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
 - b. within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age and the age of the beneficiary if relevant; and
 - c. if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

Failure to Give Notice of Proof

- II. Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. Insurer to Furnish Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. Rights of Examination

As a condition precedent to recovery of insurance moneys under this contract,

- a. the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- b. in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. When Money Payable Other Than for Loss of Time

All money payable under this contract, other than benefits for loss of time, shall be paid by the insurer within sixty days after it has received proof of claim.

11. When Loss of Time Benefits Payable

The initial benefits for loss of time shall be paid by the insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding sixty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

12. Limitation of Actions

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim. R.S.P.E.I. 1974, Cap. I-5, s.181.

Statutory Conditions, Omission or Variation

- I. Where a statutory condition is not applicable to the benefits provided by the contract it may be omitted from the policy or varied so that it will be applicable.
- II. Statutory conditions 3, 4 and 9 may be omitted from the policy if the contract does not contain any provisions respecting the matters dealt with therein.
- III. Omission of Statutory Conditions 5 and 6. Statutory conditions 5 and 6 shall be omitted from the policy if the contract does not provide that it may be terminated by the insurer prior to the expiry of any period for which a premium has been accepted.
- IV. Variations of Statutory Conditions 3, 4, 5, 6 and 9. Statutory conditions 3, 4, 5, 6 and 9, and subject to the restriction in subsection (5), statutory condition 7, may be varied but, if by reason of the variation the contract is less favourable to the insured, a person insured or a beneficiary than it would be if the condition had not been varied, the condition shall be deemed to be included in the policy in the form in which it appears in section 183.

13. Benefits for Loss of Time

Statutory conditions 7(1)(a) and (b) may not be varied in policies providing benefits for loss of time.

14. Shortening Periods of Time in Statutory Conditions 10 & 11

Statutory conditions 10 and 11 may be varied by shortening the periods of time prescribed therein, and statutory condition 12 may be varied by lengthening the period of time prescribed therein.

15. Title of Statutory Condition, Reproduced in Policy

The title of a statutory condition shall be reproduced in the policy along with the statutory condition, but the number of a statutory condition may be omitted.

16. Contract by Fraternal Society

In the case of a contract made by a fraternal society,

- a. the following shall be printed on every policy in substitution for subcondition (1) of statutory condition 1:
 1. This policy, the Act or instrument of incorporation of the society, its constitution, by-laws and rules, and the amendments made from time to time to any of them, the application for the contract and the medical statement of the applicant, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions. and,
- b. statutory condition 5 shall not be printed on the policy. R.S.P.E.I. 1974, Cap. I-5, s.182.

17. Accident Insurance Policy, Statutory Conditions Not Printed Where Notice Given

In the case of a policy of accident insurance of a non-renewable type issued for a term of six months or less or in relation to a ticket of travel, the statutory conditions need not be printed on or attached to the policy if the policy contains the following notice printed in conspicuous type:

“Notwithstanding any other provision herein contained, this contract is subject to the statutory conditions in the Insurance Act R.S.P.E.I. 1988, Cap. I-4 respecting contracts of accident insurance.”

STATUTORY CONDITIONS - SASKATCHEWAN

1. The Contract

- I. The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
- II. Waiver
The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.
- III. Copy of Application
The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

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2. Material Facts

No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. Change in Occupation

- I. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- II. If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either:
 - a. reduce the premium rate;
 - b. or issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. Relation of Earnings to Insurance

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to him by the insurer.

5. Termination by Insured

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the province, or by delivery thereof to an authorized agent of the insurer in the province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. Termination by Insurer

- I. The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.

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- II. The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.

- III. Where the notice of termination is delivered to the insured, five days' notice of termination shall be given; where it is mailed to the insured, 10 days' notice of termination shall be given, and the 10 days shall begin on the day following the date of mailing of notice.

7. Notice and Proof of Claim

- I. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall:
 - a. give written notice of the claim to the insurer
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province, or
 - ii. by delivery thereof to an authorized agent of the insurer in the province,

not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
 - a. within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age and the age of the beneficiary if relevant; and
 - b. if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.
- II. Failure to give notice of proof. Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. Insurer to Furnish Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

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9. Rights of Examination

As a condition precedent to recovery of insurance moneys under this contract:

- a. the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- b. in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. When Moneys Payable Other Than for Loss of Time

All moneys payable under this contract, other than benefits for loss of time, shall be paid by the insurer within sixty days after it has received proof of claim.

11. When Loss of Time Benefits Payable

The initial benefits for loss of time shall be paid by the insurer within 30 days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding sixty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

Repealed. 2004, c.L-16.1, s.76. 1970, c.59, s. 12; R.S.S. 1978, c.S-26, s.234; 2004, c.L-16.1, s.76.

12. Omission or Variation of Conditions

- I. Where a statutory condition is not applicable to the benefits provided by the contract it may be omitted from the policy or varied so that it will be applicable.
- II. Statutory conditions 3, 4 and 9 may be omitted from the policy if the contract does not contain any provisions respecting the matters dealt with therein.
- III. Statutory conditions 5 and 6 shall be omitted from the policy if the contract does not provide that it may be terminated by the insurer prior to the expiry of any period for which a premium has been accepted.
- IV. Statutory conditions 3, 4, 5, 6 and 9, and subject to the restriction in subsection (5), statutory condition 7, may be varied but, if by reason of the variation the contract is less favourable to the insured, a person insured or a beneficiary than it would be if the condition had not been varied, the condition shall be deemed to be included in the policy in the form in which it appears in section 234.
- V. Clauses (a) and (b) of subcondition (1) of statutory condition 7 may not be varied in policies providing benefits for loss of time.
- VI. Statutory conditions 10 and 11 may be varied by shortening the periods of time prescribed therein.

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13. Title of Statutory Condition, Reproduced in Policy

The title of a statutory condition shall be reproduced in the policy along with the statutory condition, but the number of a statutory condition may be omitted.

14. Contract by Fraternal Society

In the case of a contract made by a fraternal society,

- a. the following shall be printed on every policy in substitution for subcondition (1) of statutory condition 1:
 1. This policy, the Act or instrument of incorporation of the society, its constitution, by-laws and rules, and the amendments made from time to time to any of them, the application for the contract and the medical statement of the applicant, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions. and,
- b. statutory condition 5 shall not be printed on the policy. 1970, c.59, s.12; R.S.S. 1978, c.S-26, s.235; 2003, c.38, s.41; 2004, c.L-16.1, s.76.

15. Notice of Statutory Conditions

In the case of a policy of accident insurance of a non-renewable type issued for a term of six months or less or in relation to a ticket of travel, the statutory conditions need not be printed on or attached to the policy if the policy contains the following notice printed in conspicuous type:

Notwithstanding any other provision herein contained, this contract is subject to the statutory conditions in The Saskatchewan Insurance Act respecting contracts of accident insurance. 1970, c.59, s.12; R.S.S. 1978, c.S-26, s.236.

16. Termination for Non-payment of Initial or Renewal Premium

- I. Where a policy evidencing a contract or a certificate evidencing the renewal of a contract is delivered to the insured and the initial premium or in the case of a renewal certificate the renewal premium therefor has not been fully paid:
 - a. the contract or the renewal thereof evidenced by the certificate is as binding on the issuer as if such premium had been paid although delivered by an officer or an agent of the insurer who did not have authority to deliver it; and
 - b. the contract may be terminated for the non-payment of the premium by the insurer upon 10 days' notice of termination given in writing to the insured and mailed postage prepaid and registered to the latest address of the insured on the records of the insurer and the ten days shall begin on the day following the date of mailing such notice.

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Exception (2) This section does not apply to a contract of group insurance or to a contract made by a fraternal society. 1970, c.59, s.12; R.S.S. 1978, c.S-26, s.237.

17. Right Where Premium Unpaid

- I. An insurer may:
 - a. deduct unpaid premiums from an amount that it is liable to pay under a contract; or
 - b. sue the insured for unpaid premiums. Where cheque or note for premium not paid
- II. Where a cheque or other bill of exchange or a promissory note or other written promise to pay is given for the whole or part of a premium and payment is not made according to its tenor the premium or part thereof shall be deemed never to have been paid.
- III. Clause (1)(a) does not apply to a contract of group insurance.
- IV. This section does not apply to a contract made by a fraternal society. 1970, c.59, s.12; R.S.S. 1978, c.S-26, s.238.

18. Insurable Interest

Without restricting the meaning of the expression “insurable interest”, a person has an insurable interest in his own life and well-being and in the life and well-being of:

- I. his child or grandchild;
- II. his spouse;
- III. any person upon whom he is wholly or in part dependent for, or from whom he is receiving, support or education;
- IV. his officer or employee; and
- V. any person in whom he has a pecuniary interest.

1970, c.59, s.12; R.S.S. 1978, c.S-26, s.239.

19. Lack of Insurable Interest

Subject to subsection (2), where at the time a contract would otherwise take effect, the insured has no insurable interest, the contract is void.

Exceptions (2) A contract is not void for lack of insurable interest:

- I. if it is a contract of group insurance; or
- II. if the person insured has consented in writing to the insurance.

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20. Consent of Minors

Where the person insured is under the age of 16 years, consent to the insurance may be given by one of his parents or by a person standing in loco parentis to him.

STATUTORY CONDITIONS -YUKON

1. The Contract

- I. The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
- II. Waiver
The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.
- III. Copy of Application
The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. Material Facts

No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. Changes in Occupation

- I. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- II. If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either,
 - a. reduce the premium rate; or
 - b. issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. Relation of Earnings to Insurance

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts, and the excess premium if any paid by the insured shall be returned to him by the insurer.

5. Termination by Insured

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the Yukon, or by delivery thereof to an authorized agent

of the insurer in the Yukon, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. Termination by Insurer

- I. The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding currently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time.
- II. The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
- III. Where the notice of termination is delivered to the insured, 5 days notice of termination shall be given; where it is mailed to the insured, ten days notice of termination shall be given, and the ten days shall begin on the day following the date of mailing of notice.

7. Notice and Proof of Claim

- I. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall:
 - a. give written notice of the claim to the insurer
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Yukon, or
 - ii. by delivery thereof to an authorized agent of the insurer in the Yukon, not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
 - b. within 90 days from the date a claim arises under the contract on account of an accident, sickness or disability furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age and the age of the beneficiary if relevant; and
 - c. if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.
- II. Failure to give notice of claim or furnish proof of claim with the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. Insurer to Furnish Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. Rights of Examination

As a condition precedent to recovery of insurance moneys under this contract:

- a. the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- b. in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. When Money Payable Other Than for Loss of Time

All money payable under this contract, other than benefits for loss of time, shall be paid by the insurer within 60 days after it has received proof of claim.

11. When Loss of Time Benefits Payable

The initial benefits for loss of time shall be paid by the insurer within 30 days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

12. Limitation of Actions

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than two years after the date the insurance money became payable or would have become payable if it had been a valid claim.

13. Omission or Variation of Conditions

- I. Where a statutory condition is not applicable to the benefits provided by the contract it may be omitted from the policy or varied so that it will be applicable.
- II. Statutory conditions 3, 4 and 9 may be omitted from the policy if the contract does not contain any provisions respecting the matters dealt with therein.
- III. Statutory conditions 5 and 6 shall be omitted from the policy if the contract does not provide that it may be terminated by the insurer prior to the expiry of any period for which a premium has been accepted.
- IV. Statutory conditions 3, 4, 5, 6 and 9, and subject to the restriction in subsection (5), statutory condition 7, may be varied but, if by reason of the variation the contract is less favourable to the insured, a person insured or a beneficiary than it would be if the condition had not been varied, the condition shall be deemed to be included in the policy in the form in which it appears in section 180.
- V. Clauses (a) and (b) of subcondition (I) of statutory condition 7 may not be varied in policies providing benefits for loss of time.
- VI. Statutory conditions 10 and 11 may be varied by shortening the periods of time prescribed therein, and statutory condition 12 may be varied by lengthening the period of time prescribed therein.
- VII. The title of a statutory condition shall be reproduced in the policy along with the statutory condition, but the number of a statutory condition may be omitted.
- VIII. In the case of a contract made by a fraternal society, the following shall be printed on every policy in substitution for subcondition (I) of statutory condition 1:

The Contract 1 (1) This policy, the Act or instrument of incorporation of the society, its constitution, by-laws and rules, and the amendments made from time to time to any of them, the application for the contract and the medical statement of the applicant, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

- IX. In the case of a contract made by a fraternal society, statutory condition 5 shall not be printed on the policy.

14. Notice of Statutory Conditions

In the case of a policy of accident insurance of a non-renewable type issued for a term of six months or less or in relation to a ticket of travel, the statutory conditions need not be printed on or attached to the policy if the policy contains the following notice printed in conspicuous type: "Notwithstanding any other provision herein contained, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident insurance.

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