

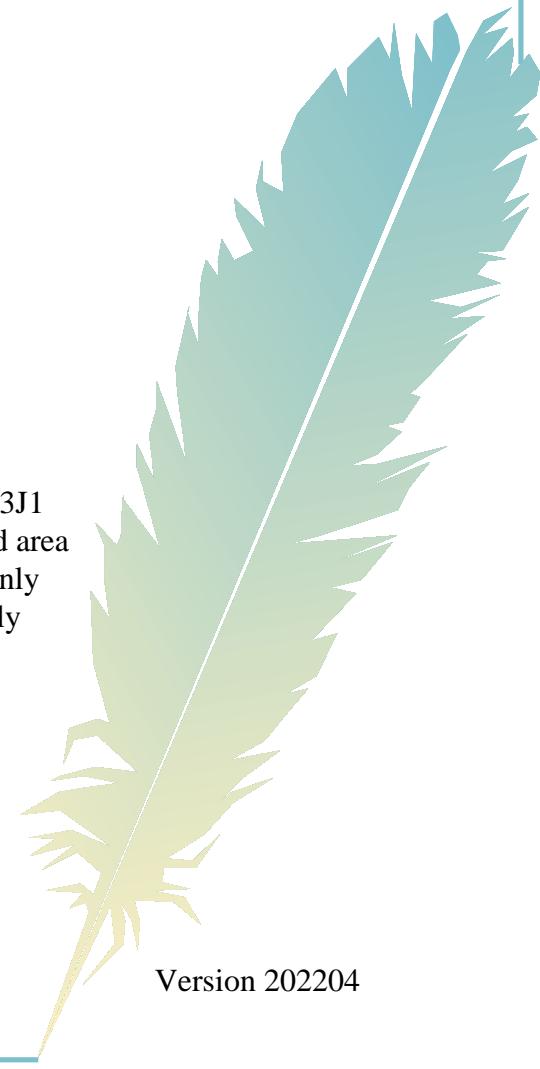
**HSAflex**  
**health spending account**  
the evolution of health and dental care benefits ©

## Application

Assureflex Corporation  
Post Office Box 81, Strathroy, Ontario N7G 3J1  
telephone: (519) 245-3283 local to London and area  
toll free phone: (866) 928-6511 in Ontario only  
toll free fax: (855) 280-3295 in Ontario only

website: <https://www.assureflex.com>  
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between \_\_\_\_\_ referred to as **Employer**  
the legal name or the incorporation number  
and the **Assureflex Corporation** referred to as **Assureflex**

**Assureflex Health Spending Account** is provided according to the following conditions:

### **Administration Fees**

**Employer** hereby **agrees** to provide **Assureflex** with funds sufficient to **fully indemnify** **eligible Expenses** incurred by the **eligible Employees**, or their **eligible Dependents**, and the applicable **Administration Fees as a percent of the Claims Paid**, plus all applicable Taxes. **Employer** also **guarantees** to **fully indemnify** **Assureflex** for any and all time and expenses incurred in the **collection of any funds which are in arrears or default by the Employer**.

### **Claims Indemnification**

**Assureflex** hereby agrees to provide funds sufficient to **discharge** actual **eligible Expenses** incurred by the enrolled **Employees**, or **eligible Dependents**, by payment of such applicable funds directly to the **Health Care Provider or Dental Care Practitioner**, or **reimbursement to the enrolled Employee** if such **eligible Expenses** have already been paid by the Employee, and an **original of Receipt of Payment** is provided to **Assureflex** as evidence of payment.

### **Indemnification Levels**

**Eligible Claims** shall be paid to, or paid on behalf of, **eligible Employees** and their **eligible Dependents**, as allowable under the **Tax Act and Federal and Provincial Legislation**, and not in duplication of other benefits. **Indemnification** shall be made on **Claims as designated by the Employer**, who may **enhance or limit eligibility** (by **Class, Dependents or Annual Maximums**) by **prior arrangement** with **Assureflex** and by **advising eligible Employees**.

### **Prepayment of Claims**

On receipt of any **Claims Form in excess of \$2,500.00**, **Assureflex** will review the Claim for **eligibility and calendar year maximums**, and may **invoice Employer** for payment of the eligible **Claim, Administration Fees and applicable Taxes**. On receipt of payment from the **Employer**, **Assureflex** will process the **Claims payment to the Employee or the Provider**. Change to prepayment is applied to Employers if any **Invoice exceeds 30 days** for payment.

### **Enrollment Requirement**

**Eligible Employees** shall be advised of benefits available to them and **eligible Dependents**, and all **eligible Employees** shall be indemnified for all eligible **Health and/or Dental Care** expenses incurred by them, or incurred by their **eligible Dependents**, in accordance with the **Assureflex** eligible provided expenses, until **Notice** is given by **Employer to Assureflex** that the enrollment of the **specified Employee** is **terminated** as of the date given in such notice.

## Carry Forward Provisions

Any unused portions of the calendar year **Benefit Maximums are not carried forward** to the following Calendar Year. Unused portions of calendar year **Benefit Maximums** become unavailable for Claims processed after December 31<sup>st</sup>. **Claims may be carried forward to the following calendar year**, but can be no older than twelve months on date submitted, to conform to the **Income Tax Act** and the **Canada Revenue Agency** Regulations.

## Legislative Requirements

It is the obligation of the **Employer** to ensure that **Claims for eligible Employees** and eligible **Dependents** and applicable **Assureflex Administration and Consulting Fees**, and **Federal and Provincial Taxes** are **submitted to Assureflex**, and **eligibility of Employees** and **Claims submitted** conform to the provisions of the **Income Tax Act** and Regulations of the **Canada Revenue Agency** shown in **Tax Folio S1F1C1** or subsequent revisions.

## Amendment or Termination

The Agreement may be **amended** or **terminated** by either party on **thirty days** written **Notice**, subject to **completion of any and all transactions started prior to the change**. If there are **no eligible Claims processed** within any consecutive **12 month period**, then Assureflex has the **option to terminate** this Agreement **without further notice**, subject to any and all **financial obligations** of the Employer **remaining** in full force and effect.

## Payment of Monthly Invoices

Invoices are provided at the **1<sup>st</sup>. or the 15th. of each month**, for payment within the first **10 days of invoice**. If full payment has not been received **within 15 days of invoice**, then Employee Claims are **held until full payment is received**. If full payment is not received within **30 days of invoice**, the **plan is suspended and collection procedures are started**. Assureflex will be a **Secured Creditor** of the **Employer**, and its Officers and Directors.

## Application and Agreement

It is **agreed**, this document (and all associated documents) may be retained in electronic storage or information retrieval systems, and **any copy shall be as valid as the original**.

It is **agreed**, this document (including the following pages and benefit booklets), and any amendments thereto, will form the **agreement between the Employer and Assureflex**.

for the **Employer** \_\_\_\_\_  
signature of **authorized business Signing Officer**

\_\_\_\_\_  
printed name of **above business Signing Officer**

signed on **Month, Day, Year** \_\_\_\_\_

## Advisor Information

**Advisor** \_\_\_\_\_  
**email address** \_\_\_\_\_  
**Assistant** \_\_\_\_\_  
**email address** \_\_\_\_\_  
**Agency Name** \_\_\_\_\_  
**Street Address** \_\_\_\_\_  
**City and Province** \_\_\_\_\_  
**Postal Code** \_\_\_\_\_ **Telephone Number** \_\_\_\_\_

## Employer Information

**Executive** \_\_\_\_\_  
**email address** \_\_\_\_\_  
**Business Name** \_\_\_\_\_  
**Business Name** \_\_\_\_\_  
**Street Address** \_\_\_\_\_  
**City and Province** \_\_\_\_\_  
**Postal Code** \_\_\_\_\_ **Telephone Number** \_\_\_\_\_

**Invoice Options**  email Invoice, and **payment by e-Transfer or Cheque**.  
 email Invoice, and **payment by EFT through VersaPay**.

**Invoice Payable**  sent **1<sup>st</sup>. of the month**, and **payable within 10 days**  
 sent **15<sup>th</sup>. of the month**, and **payable within 10 days**

## Agreement Effective

**Agreement is effective on the first day of the selected month following the Employer's date of Signature and on each subsequent Anniversary Renewal.**

### Agreement to be effective on the first day of:

\_\_\_\_\_ usually first of the next month

## Information and Communication

It is agreed that the Assureflex Corporation may (in the course of business) provide periodic electronic messages (email) to the Employer at the address provided, and the Employer agrees to not "unsubscribe" or "opt-out", while this Agreement is in effect.

## Class 1

### name of the eligible participating class

select the specific options below, to define the benefits for a Class, such as “Executives” or “Employees”.

**Eligibility**  Starting the first day of employment, or  Starting after \_\_\_\_ months of employment.

**note:** after no more than 24 months of employment, including credit for months in another eligible class.

**Participants**  Full-time Eligible Class participants,  and Part-time Eligible Class participants.

**Dependents** Spouse or Common-Law Spouse of the Employee, and Children of the Employee, Spouse or Common-Law Spouse.

**Other Dependents** Grandchildren of Employee, Spouse/Common-Law Spouse. Parents, Grandparents, Brothers, Sisters, Uncles, Aunts, and Nieces or Nephews, residing in Canada and related by blood, marriage or adoption, to the Employee or Spouse.

**Claims**

**First Plan Year**  
percent can be selected at 80% or 100%  
at a benefit of \$1,000 Single and \$2,500 Family, or more.  
Claims Reimbursement      \_\_\_\_\_ % to maximum of  
Single (no Dependents)      \$ \_\_\_\_\_ per calendar year.  
Family (with Dependents)    \$ \_\_\_\_\_ per calendar year.

**Subsequent Plan Years**  
percent can be selected at 80% or 100%  
at a benefit of \$1,000 Single and \$2,500 Family, or more.  
Claims Reimbursement      \_\_\_\_\_ % to maximum of  
Single (no Dependents)      \$ \_\_\_\_\_ per calendar year.  
Family (with Dependents)    \$ \_\_\_\_\_ per calendar year.

**note:** first year, and subsequent years, maximums are available to all eligible participants, regardless of effective or termination date.

**Claims**  Claims are eligible for the prior 12 months.  Claims are eligible starting at the enrollment date.

**Benefits** Subject to the Calendar Year Maximums, all benefits allowed in CRA Income Tax Folio S1F1C1 the “Medical Expense Tax Credit” including, but not limited to, those shown in the benefit booklets.

## Class 2

### name of the eligible participating class

select the specific options below, to define the benefits for a Class, such as “Executives” or “Employees”

**Eligibility**  Starting the first day of employment, or  Starting after \_\_\_\_ months of employment.

**note:** after no more than 24 months of employment, including credit for months in another eligible class.

**Participants**  Full-time Eligible Class participants,  and Part-time Eligible Class participants.

**Dependents** Spouse or Common-Law Spouse of the Employee, and Children of the Employee, Spouse or Common-Law Spouse.

**Other Dependents** Grandchildren of Employee, Spouse/Common-Law Spouse. Parents, Grandparents, Brothers, Sisters, Uncles, Aunts, and Nieces or Nephews, residing in Canada and related by blood, marriage or adoption, to the Employee or Spouse.

**Claims**

**First Plan Year**  
percent can be selected at 80% or 100%  
at a benefit of \$1,000 Single and \$2,500 Family, or more.  
Claims Reimbursement      \_\_\_\_\_ % to maximum of  
Single (no Dependents)      \$ \_\_\_\_\_ per calendar year.  
Family (with Dependents)    \$ \_\_\_\_\_ per calendar year.

**Subsequent Plan Years**  
percent can be selected at 80% or 100%  
at a benefit of \$1,000 Single and \$2,500 Family, or more.  
Claims Reimbursement      \_\_\_\_\_ % to maximum of  
Single (no Dependents)      \$ \_\_\_\_\_ per calendar year.  
Family (with Dependents)    \$ \_\_\_\_\_ per calendar year.

**note:** first year, and subsequent years, maximums are available to all eligible participants, regardless of effective or termination date.

**Claims**  Claims are eligible for the prior 12 months.  Claims are eligible starting at the enrollment date.

**Benefits** Subject to the Calendar Year Maximums, all benefits allowed in CRA Income Tax Folio S1F1C1 the “Medical Expense Tax Credit” including, but not limited to, those shown in the benefit booklets.

## Class 3

### name of the eligible participating class

select the specific options below, to define the benefits for a Class, such as “Executives” or “Employees”.

**Eligibility**  Starting the first day of employment, or  
 Starting after \_\_\_\_ months of employment.

**note:** after no more than 24 months of employment,  
including credit for months in another eligible class.

**Participants**  Full-time Eligible Class participants,  
 and Part-time Eligible Class participants.

**Dependents** Spouse or Common-Law Spouse of the Employee, and  
Children of the Employee, Spouse or Common-Law Spouse.

**Other Dependents** Grandchildren of Employee, Spouse/Common-Law Spouse.  
Parents, Grandparents, Brothers, Sisters, Uncles, Aunts,  
and Nieces or Nephews, residing in Canada and related by  
blood, marriage or adoption, to the Employee or Spouse.

**Claims**

**First Plan Year**  
percent can be selected at 80% or 100%  
at a benefit of \$1,000 Single and \$2,500 Family, or more.  
Claims Reimbursement      \_\_\_\_\_ % to maximum of  
Single (no Dependents)      \$ \_\_\_\_\_ per calendar year.  
Family (with Dependents)    \$ \_\_\_\_\_ per calendar year.

**Subsequent Plan Years**  
percent can be selected at 80% or 100%  
at a benefit of \$1,000 Single and \$2,500 Family, or more.  
Claims Reimbursement      \_\_\_\_\_ % to maximum of  
Single (no Dependents)      \$ \_\_\_\_\_ per calendar year.  
Family (with Dependents)    \$ \_\_\_\_\_ per calendar year.

**note:** first year, and subsequent years, maximums are available to all  
eligible participants, regardless of effective or termination date.

**Claims**  Claims are eligible for the prior 12 months.  
 Claims are eligible starting at the enrollment date.

**Benefits** Subject to the Calendar Year Maximums, all benefits allowed in  
CRA Income Tax Folio S1F1C1 the “Medical Expense Tax Credit”  
including, but not limited to, those shown in the benefit booklets.

## **Employer Fees**

### **Administration**

10% of claims submitted and paid, for 1 (or more) participation and  
Calendar Year Maximums of \$1,000 Single, \$2,500 Family, or more.

### **Ontario Taxes**

Ontario 8% RST is charged on all Claims submitted and paid.  
Ontario 13% HST is charged on the Assureflex Administration Fees.  
Ontario 2% Premium Tax charged on Claims plus Administration.

### **NSF Cheque Fees**

Any NSF cheque received, will result in Claims being placed on hold, and the Plan  
being suspended until full payment (including NSF and all other fees) are received.  
fees \$50.00 in addition to any other fees.

### **Collection Fees**

Any Invoices remaining unpaid 30 days after invoice date (15 days after due date),  
will result in Collection Notice and the Plan suspended until full payment received.  
fees \$100.00 in addition to any other fees.

### **Legal Notice Fees**

Any Invoices remaining unpaid 45 days after invoice date (30 days after due date),  
will result in Legal Notice and the Plan being subject to termination after payment.  
fees \$250.00 in addition to any other fees.

## **Employee Fees**

### **Processing**

Claims Forms, regardless of the number of expense receipts included (whether for  
payment by Cheque or by Direct Deposit), are subject to a Claims Processing Fee.  
fees \$3.75 in addition to any other fees.

### **Processing**

Claims Forms under \$100 are subject to an added processing fee. Claim expenses,  
even if over balance (eligible in next year using Explanation of Benefits provided).  
fees \$5.00 in addition to any other fees.

### **Reprocessing**

Cheques returned due to incorrect mailing address, will result in such cheque being  
considered as void, and a replacement cheque being processed with correct address.  
fees \$25.00 in addition to any other fees.

### **Stop-payments**

Stop-payment, or change from Direct Deposit to cheque, result in the payment being  
considered as void, and a formal bank stop-payment being processed for transaction.  
fees \$25.00 in addition to any other fees.

## **Eligible Participants**

### **Incorporated Employers**

HSAflex is available to bona fide employees of corporations, earning a salary, starting with as few as one employee. Executives (who are also Shareholders), maximum “must be reasonable”, ie: no more than 10% of active earnings (T4).

**note:** this is a Canada Revenue Agency requirement.

**note:** do not use “Shareholders” as an eligible benefit Class.

### **Non-Incorporated Employers**

HSAflex is available to bona fide employees of non-incorporated businesses, who are "arms-length" employees. An actively employed owner can participate, if the benefits arranged are the same as those of the "arms-length" employees.

**note:** this is a Canada Revenue Agency requirement.

**note:** do not use “Owners” as an eligible benefit Class.