

# GROUP

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**GROUP POLICYHOLDER:** CITY OF SASKATOON  
**GROUP POLICY NO.:** 335258  
**- Optional Insurance Billing No.:** 335259  
**EFFECTIVE DATE:** June 1, 2006  
**INSURANCE PROVIDED:** Life, Health, and Disability Income Insurance

**"CERTIFIED TRUE COPY"**  
*PRODUCED BY*  
**GREAT-WEST LIFE ASSURANCE**



**APPLICATION FOR GROUP POLICY**

**CITY OF SASKATOON**

(the Applicant) applies to The Great-West Life Assurance Company for Group Policy No. 335258 in the attached form. The Applicant has approved this Group Policy and has accepted its terms.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**CITY OF SASKATOON**

\_\_\_\_\_  
Witness

By \_\_\_\_\_

\_\_\_\_\_  
Agent or Consultant of Record

\_\_\_\_\_  
Title



Attached to and forming part of Group Policy No. 335258 issued to

**CITY OF SASKATOON**

This policy replaces Group Policy No. 335258 which was effective August 1, 2004.

Signed at The Great-West Life Assurance Company, Regina, Saskatchewan

Secretary

President and  
Chief Executive Officer

\_\_\_\_\_  
For the Actuary

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## **Definitions**

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### ***Actively at work***

An employee is actively at work if carrying out the employee's normal duties at:

- your place of business; or
- some other location required by your business.

An employee will also be considered actively at work if absent only due to a scheduled day off or vacation but otherwise able to carry out the employee's normal duties.

An employee who is an elected official is actively at work if capable of performing the employee's normal duties as an elected official.

A retired employee does not have to satisfy the actively at work requirement.

### ***Child***

A child is an employee's unmarried son or daughter. This includes a step-child and a common-law child. Common-law child means a child of the employee's common-law spouse and another person. This child must be dependent on the employee and the employee's common-law spouse for support and maintenance.

A child must be at least two weeks of age but under age 22 and depend on the employee for support and maintenance. We will continue coverage while the child is under age 25 and attending an accredited college or university on a full-time basis. We must receive confirmation that the child is a full-time student and remains dependent on the employee for support and maintenance.

We will continue coverage beyond the maximum ages indicated above for a child who is physically or mentally handicapped as long as:

- the child became handicapped before reaching the applicable maximum age stated above, and
- we receive proof satisfactory to us that the child is not capable of self-support due to the handicap.

### ***Dependent***

A dependent is a spouse or a child. Anyone who is in the armed forces full-time is not eligible to be a dependent.

### ***Earnings***

Earnings means an employee's gross annual salary before any deductions, but does not include other compensation such as commissions, bonuses, dividends, overtime, profit sharing or car allowances.

Monthly earnings are annual earnings divided by 12.

### ***Employee***

Employee means a person who works for you on a regular basis for at least 18 1/3 hours a week or has worked a minimum of 780 hours in the preceding calendar year, and is designated by the employer as being:

- a member of the Amalgamated Transit Union Local 615
- a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Local 300
- a member of the Canadian Union of Public Employees, Local 47, 59 or 859
- a member of the International Brotherhood of Electrical Workers, Local 319
- a member of the Canadian Union of Public Employees, Local 2669
- a member of the Exempt Staff, Local 292, including an executive firefighter who has not reached the limiting date
- a member of the Executive Police Officers, Local 100 who has not reached the limiting date
- a member of the International Association of Firefighters, Local 80 who has not reached the limiting date
- a member of the Senior Management Group
- a member of the Saskatoon Civic Middle Management Association Local 222
- a member of the senior management group or the out of scope group of an affiliated outside Board or Commission
- a temporary employee.

Employee means an elected official who has not reached the limiting date, who is performing the employee's normal duties as an elected official.

Employee also means a retired employee.

### ***Employer***

The employer means the policyholder and its' affiliated Boards and Commissions.



### ***Illness***

Illness means a sickness or disease of the mind or body, including conditions related to pregnancy.

### ***Leave of absence***

A leave of absence is a period of time that an employee is permitted to be absent from work. You must have agreed to the leave of absence.

### ***Limiting date***

Limiting date means:

- the employee's 60<sup>th</sup> birthday for Long Term Disability coverage for an employee who is a member of the Executive Police Officers, Local 100 or an executive firefighter who is a member of the Exempt Staff, Local 292
- the employee's 60<sup>th</sup> birthday for Life and Optional Life coverage for an employee who is a member of the Executive Police Officers, Local 100, an executive firefighter who is a member of the Exempt Staff, Local 292 or an employee who is a member of the International Association of Firefighters, Local 80
- the end of the month of the employee's 65<sup>th</sup> birthday for a retired employee
- the end of the month of the employee's 65<sup>th</sup> birthday for all other employees

### ***Pregnancy***

Pregnancy means carrying a child within the womb, childbirth or miscarriage. It also means any complications resulting from a pregnancy.

### ***Pregnancy leave of absence***

Pregnancy leave of absence means a period of time an employee is permitted to be absent from work because of pregnancy. It can either be a pregnancy leave allowed by provincial or federal law or a leave that the employee and you agree to. It can also mean a pregnancy leave that you ask the employee to take, if allowed by law.

We consider that a pregnancy leave of absence begins on the earlier of the following dates:

- the date you or the employee choose as the beginning of the leave or
- the date the child is born.

We consider that a pregnancy leave of absence ends on the earlier of the following dates:

- the day before the date the employee is scheduled to return to work or
- the day before the date the employee returns to work.

### ***Proof of insurability***

Proof of insurability is the additional information that we need about a person's health, job and leisure activities to decide if the requested coverage will be provided.

***Spouse***

A spouse is a person to whom the employee is legally married or with whom the employee has a common-law spouse relationship. Common-law spouse means a partner of the same or opposite sex who has lived with the employee for at least 31 days.

Only one spouse can be covered at a time.

***Retired Employee***

A retired employee is an employee whose active duties has ceased due to reaching the employee's date of early retirement under the Policyholder's retirement plan.

***Waiting period for coverage***

The waiting period for coverage is the time an employee must wait before coverage may begin.

***Waiting periods for disability payments***

The Long Term Disability waiting period is the time an employee must be absent from work due to disability before Long Term Disability payments may be made. Please refer to the "Long Term Disability coverage" section for details.

***We, our and us***

We, our and us mean The Great-West Life Assurance Company.

***You and your***

You and your mean the employer.

## **General Terms**

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### **Administration**

You are the administrator of the policy. You must process and maintain all changes to employee records and documents. You must provide us with any requested employee records related to coverage. We have the right to inspect all documents that relate to an employee's coverage.

You must notify us if someone else is appointed administrator. We must agree to the appointment. If another administrator is appointed, any communication between that administrator and us will be considered a communication with you. The new administrator will not be considered our agent.

### **Participation**

At least 10 employees must be covered under this policy for the participation guideline to be met.

We can cancel this policy if the above participation guidelines are not met. Please refer to the "Termination of the policy" section for further details.

### **Waiting period for coverage**

The waiting period for coverage begins on the date an employee starts employment and ends on the first of the month coincident with or next following the later of the date the employee completes at least 3 months of employment or 390 hours of work time within the first 26 weeks of employment. An employee's waiting period for coverage may be waived if requested by you in writing at the time of employment and approved by us in writing.

There is no waiting period for coverage for an employee who is actively at work on the effective date of this policy.

## **When coverage begins**

An employee must be enrolled to receive coverage. The application for coverage must be completed on a form approved by us. You must make sure the form has been fully and accurately completed, signed and dated by the employee.

### **Temporary Employee**

A temporary employee's coverage will begin on the day after the waiting period for coverage ends, if the employee's application for coverage has been completed on or before that date, if the employee is actively at work on that day.

Proof of insurability is required if an employee enrolls after the end of the waiting period for coverage. Coverage will begin on the date the proof of insurability is approved by us, if the employee is actively at work on that day.

### **Elected Official**

If an elected official enrolls before the end of the waiting period for coverage, coverage will begin on the date after the waiting period for coverage ends, if the employee is actively at work on that day. If the employee is not actively at work on that day, coverage will begin when the employee is actively at work.

If an elected official enrolls within 31 days of the end of the waiting period for coverage, coverage will begin on the day after the waiting period for coverage ends, if the employee is actively at work on that day.

Proof of insurability is required if an employee enrolls more than 31 days after the end of the waiting period for coverage. Coverage will begin on the date the proof of insurability is approved by us, if the employee is actively at work on that day.

### **All other employees**

Any other employee's coverage will begin on the day after the waiting period for coverage ends, if the employee is actively at work on that day. If the employee is not actively at work on that day, coverage will begin when the employee is actively at work.

### **When an employee enrolls and applies for family coverage**

If an employee enrolls and applies for family coverage before the end of the waiting period for coverage, coverage for a dependent who is not hospitalized will begin on the date the employee's coverage begins.

If an employee enrolls within 31 days of the end of the waiting period for coverage, coverage for a dependent who is not hospitalized will begin on the date the employee's coverage begins.

Proof of insurability is required if an employee enrolls more than 31 days after the end of the waiting period for coverage. Coverage for a dependent who is not hospitalized will begin on the date the dependent's proof of insurability is approved by us or the date the employee's coverage begins, whichever is later.

If an employee who had no dependents at the time of enrolment later acquires dependents, coverage for a dependent who is not hospitalized will begin on the date an application for insurance is completed by the employee, if the application is completed within 31 days of the employee acquiring the dependent. An employee who is on an approved maternity leave must complete the application within 31 days of returning to work.

Proof of insurability is required if an employee applies more than 31 days after acquiring the dependent. Coverage for a dependent who is not hospitalized will begin on the date the dependent's proof of insurability is approved by us.

Life coverage for a newborn child will begin 14 days after birth or the date dependent coverage would otherwise begin, whichever is later.

If a dependent who is hospitalized on the date coverage would otherwise begin, coverage for that dependent will begin on the first day after the dependent is discharged from the hospital.

If an employee requests termination of dependent coverage, coverage for dependents will end on the date stated in the notice.

## **Changes in coverage**

You must keep a written record of all changes that affect coverage; this could be a change to the employee's dependent status, class or salary. All changes will take effect as described below.

### **Decreases in coverage**

A decrease in coverage will take effect on the date the change in class or salary occurs.

### **Increases in coverage**

If an employee is not actively at work on the date the increase in coverage is effective as described below, the increase in coverage will take effect when the employee is again actively at work.

Any change in coverage that requires proof of insurability will take effect on the date we approve the proof of insurability, if the employee is actively at work on that day.

A change in salary resulting in an increase in coverage will take effect on the date of such change, if the employee is actively at work on that day.

### **When coverage ends**

This section applies to all benefits. Any additional terms that apply to a particular benefit have been included in that benefit section. You must notify us in writing within 31 days of the date an employee's coverage ends.

### **Employee coverage ends**

An employee's coverage will end on the earliest of the following dates:

- the date the employee no longer satisfies the definition of employee. If employment ends and you wish to continue coverage, coverage will only be continued if approved in writing by us in advance of the termination of employment.
- the date this policy terminates.
- the date the employee becomes a full-time member of the armed forces; and
- the date the employee is no longer actively at work, except as described below:
  - a) coverage for an employee who is absent from work due to illness or injury may continue until the date you request it to terminate in a written notice given to us.
  - b) coverage for an employee who is absent from work due to a strike or lock out will only be continued if approved in writing by us.
  - c) coverage for an employee who is absent from work due to a temporary lay-off may be continued if approved in writing by us.
  - d) coverage for an employee who is absent from work due to a leave of absence may be continued until the earlier of:
    - the termination date stated in your written notice to the employee, and
    - the last day of the 12th month following the date the leave began.
  - e) coverage for a retired employee may be continued as described in the applicable benefit section.



### **Dependent coverage ends**

A dependent's coverage will end on the earliest of the following dates:

- the date the employee's coverage ends, however, coverage for a dependent child will continue for 31 days following an employee's death;
- the date the dependent no longer satisfies the definition of dependent.

### **Reinstatement**

An employee who returns to work within 6 months of coverage ending due to termination of employment will be eligible for coverage on the date of return to work. An enrolment form must be completed by the employee within 31 days of returning to work for coverage to be reinstated; otherwise the employee will be treated as a new employee and become eligible for coverage as described under the "When coverage begins" section. If the employee had converted any amount of life coverage under this policy to an individual insurance policy, the employee must cancel the individual policy to be entitled to reinstatement of coverage under this policy.

### **Medical examinations and autopsies**

When an employee applies for coverage, we may ask for a medical examination by a physician of our choice, depending on the medical condition or the amount of coverage applied for. We will pay for this examination.

When an employee submits a claim for payment, we may ask the insured person to have medical examinations by physicians of our choice. We will pay for these examinations. We will not make any claim payments if the insured person refuses to have these examinations.

If a death occurs, we can ask for an autopsy to be performed. We will pay for the autopsy.

### **Legal action**

No legal action may be taken until 60 days after proof of claim is given to us or more than one year after the deadline for providing proof of claim. If an employee has received benefit payments but the payments end, no legal action may be taken more than one year after the last payment was made.

### **Recovering damages from a third party**

If another person or organization is responsible for causing a disability or a medical or dental condition, we will suspend payments and recover our payments from the amount the employee recovers for loss of past and future income or the medical or dental condition through legal action or an out-of-court settlement as we are entitled in law to do. We also reserve the right to recover our payments directly from the person or organization that caused the disability or condition. The employee shall co-operate with us in our attempt to recover our payments, including participation in a lawsuit. The employee must notify us of any planned legal action and when payments are received.

### **Incontestability**

If a loss or disability occurs within the first two years of coverage or increased coverage, we will void coverage retroactive to the effective date of coverage or increased coverage, if the insured person made any false statements or withheld any information on the enrolment form, proof of insurability form or in any written statement.

If a loss or disability occurs two or more years after coverage begins or increases, we will void coverage retroactive to the effective date of coverage or increased coverage, if the insured person fraudulently either made any false statements or withheld any information on the enrolment form, proof of insurability form or in any written statement.

We can end coverage at any time if the insured person made any false statement about age.

## **Age and sex**

We will use the correct date of birth and sex of an insured person to determine:

- eligibility for coverage
- the beginning or ending of coverage
- the amount of coverage, and
- the premium amount.

If the birth date or sex of an insured person has been misstated, we will:

- make adjustments to the coverage; and
- ask for an adjusted premium amount or refund a premium amount based on the correct age or sex.

## **Changes to the policy**

This policy can be changed by the policyholder if we agree to the change in writing. This policy can be changed by us at any time with 31 days written notice. Changes to this policy must be in writing and attached to the policy. It must be signed by any one of our Chief Executive Officer, Secretary or a Vice-President. It can be an original signature or a reproduction.

If an employee is not actively at work on the date of the change, any change affecting the employee will take effect on the date the employee returns to work. However, if the change reduces the amount of coverage, the change will take effect on the date the change is made.

If an employee is disabled according to the Long Term Disability or Life benefit provision and there is a change in the policy, the employee's coverage for Long Term Disability or Life benefit will not change during any continuous period of disability.

If a dependent, other than a newborn child, is in hospital on the date of the change, any change affecting the dependent will take effect on the first day after the date the dependent is discharged. However, if the change reduces the amount of coverage, the change will take effect on the date the change is made.

## **Premiums**

The premium due is the total of the monthly premiums for all employees covered by this policy on the premium due date. The monthly rates are calculated by us on a basis that we establish.

We can change the premiums:

- on the first policy anniversary,
- on any premium due date after the first policy anniversary,
- any time this policy is amended,
- any time there is a change in the Schedule of Fees or
- any time there is a change in government legislation, regulations or as required by law.

If we learn that the premium is not based on the amount of coverage in this policy, you must pay an adjustment premium or we will refund any overpayment.

If there is a change in coverage, any premium adjustment is due on the date of the change. If a refund is due because of a change in coverage and we do not receive notice before the policy anniversary, we will only refund the amount due for the period between the policy anniversary and the date we receive the notice.

If coverage ends or is decreased but you continue to pay the same premiums, we will not pay the benefit or we will pay the decreased benefit, even if we have not yet refunded the premiums.

We may apply refunds to pay for any outstanding adjustment or future premiums. You can request any balance to be paid to you at any time. We will not pay interest on any balance.

You must pay any adjustment premiums owed when this policy terminates. If the policy terminates between premium due dates, you must pay a pro-rated premium for the period between the last premium due date and the policy termination date.

You are solely responsible for making premium payments. We do not have to accept premium payments from anyone other than you.

You must pay each premium within 31 days of the premium due date.

**Renewal of the policy**

If this policy is in force, it will be renewed each year on the policy anniversary.

**Termination of the policy**

The policyholder can terminate this policy for any reason by giving us 30 days written notice. The policy will terminate on the later of:

- the date stated in the notice, and
- the date we receive the notice at our head office

We can terminate this policy for any reason. We must give the policyholder 30 days notice before the policy terminates. We will send the notice by registered mail to the latest address in our records. The 30 day notice period begins three days after we mail the notice.

We will terminate this policy or any part of it, 30 days after the premium due date, if such premium is still unpaid at that time.

**Currency**

All benefits and premiums payable under this policy will be in Canadian currency.

**Notices**

All notices required in this policy must be in writing.

## **Long Term Disability coverage**

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### **What is Long Term Disability coverage**

If an employee becomes disabled due to disability while covered under this policy, the employee may be eligible for Long Term Disability payments subject to all of the terms of this coverage.

Once an employee has completed the waiting period and is receiving Long Term Disability payments, premiums will not be required from the employee's start date of disability.

### **What is the definition of disability**

During the first 24 months of payments, an employee will be considered disabled if unable to perform the essential duties of the employee's occupation for you or any other employer due to illness or injury. The availability of work is not considered when assessing disability.

After 24 months of payments, the employee will be considered disabled due to illness or injury if unable to perform the essential duties of any occupation for you or any other employer for which the employee is qualified or could reasonably become qualified based on education, training or experience. The availability of work is not considered when assessing disability.

The employee must also be unable to earn the same percentage of the monthly earnings used to calculate the payment amount in the "How much we pay" section for all other employees.

### **How much we will pay**

(Applicable to an employee who is a member of the International Brotherhood of Electrical Workers, Local 319 or who is a member of the Canadian Union of Public Employees, Local 2669.)

70% of monthly earnings, rounded to the next dollar, up to a maximum of \$5,000 per month.

**How much we will pay (continued)**

(Applicable to an employee who is a member of the Exempt Staff, Local 292, an employee who is a member of the Executive Police Officers, Local 100, the Mayor, an employee who is a member of the Saskatoon Civic Middle Management Association, Local 222, an employee who is a member of the senior management group or the out of scope group of an affiliated outside Board or Commission or an employee who is a member of the Senior Management Group)

60% of monthly earnings, rounded to the next dollar, up to a maximum of \$5,000 per month.

If the employee is disabled for part of any month, we will pay 1/30th of the monthly payment for each full day the employee is disabled. Payments will be made monthly in arrears.

We will calculate how much we will pay based on all of the following:

- the amount of coverage that is in effect at the start of the employee's continuous period of disability
- the amount of coverage will be based on the lesser of the employee's actual earnings and the level of earnings on which the premium for this coverage was paid
- the amount of the payment is the amount of the employee's coverage reduced by any amount described in the "When we reduce the employee's payments" section

**Tax status**

Payments are taxable, for an employee who is a member of the Canadian Union of Public Employees, Local 2669 or an employee who is a member of the International Brotherhood of Electrical Workers, Local 319

Payments are non-taxable, for an employee who is a member of the Exempt Staff, Local 292, an employee who is a member of the Executive Police Officers, Local 100, the Mayor, an employee who is a member of the Saskatoon Civic Middle Management Association, Local 222, an employee who is a member of the senior management group or the out of scope group of an affiliated outside Board or Commission or an employee who is a member of the Senior Management Group.



### **Waiting period for payments**

There will be a waiting period of 182 calendar days, for an employee who is a member of the International Brotherhood of Electrical Workers, Local 319.

There will be a waiting period of 365 calendar days for an employee who is a member of the Exempt Staff, Local 292, an employee who is a member of the Executive Police Officers, Local 100, the Mayor, an employee who is a member of the Saskatoon Civic Middle Management Association, Local 222, an employee who is a member of the senior management group or the out of scope group of an affiliated outside Board or Commission or an employee who is a member of the Senior Management Group.

There will be a waiting period of 180 calendar days for an employee who is a member of the Canadian Union of Public Employees, Local 2669.

### **What happens if a disability occurs again**

If the employee returns to work for 30 days or less during the waiting period and again stops working because of the same or a related condition, the waiting period for payments will continue from where it left off.

If the employee ceases to be disabled while Long Term Disability payments are being made and the employee became disabled again within six months due to the same or a related condition, the new period of disability will be considered part of the same continuous period of disability. In this case:

- a new waiting period will not apply
- the payment amount will be the same as when the first claim ended, and
- payments will not be made beyond the maximum period shown under the "When your Long Term Disability payments end" section

The employee must re-apply for disability payments by filling out a new claim form.

### **Start date of disability**

Start date of disability means the first full day the employee is unable to work due to the disability.

If the employee becomes disabled while on a leave of absence, we will consider the scheduled return-to-work date as the start date of disability. The waiting period for payments begins on that date.

If the employee becomes disabled while outside Canada and the United States, we will consider the date the employee returns to Canada or the United States as the start date of disability. The waiting period for payments begins on that date.

### **When Long Term Disability payments end**

Long Term Disability payments will end on the earliest of the following dates:

- the date the employee no longer meets the definition of disability
- the date the employee does not supply us with appropriate medical documentation showing that the employee continues to meet the definition of disability
- the date the employee engages in work for wages or profit (other than in an approved rehabilitation program)
- the date the employee refuses to participate or stops participating in a rehabilitation program, recommended by us
- the date the employee reaches the limiting date or
- the date the employee dies

### **When Long Term Disability coverage ends**

When an employee reaches the limiting date less the waiting period for payments or the date the employee has elected to retire on pension.

Please see "When coverage ends" in the "General Terms" section for additional terms that apply as to when the employee's coverage ends.

### **Cost of living adjustment**

We will increase the employee's Long Term Disability payments effective each January 1st by an amount equal to any rise in the Canadian Pension Plan during the previous 12 months or by 5%, whichever is less. We will calculate any increase in payments as a result of a cost of living adjustment based on all of the following:

- the percentage will be applied to the amount of the payment that we made immediately before the effective date of the adjustment;
- the amount of the increase will be recalculated if we make a retroactive change to the amount of the employee's payment because of a change in the amount the employee receives from another source;
- after the first adjustment is made, a cost of living adjustment will be made at the end of each 12 month period during the same continuous period of disability

### **When we reduce the employee's payments**

(Applicable to employees who are members of the Canadian Union of Public Employees, Local 2669 or employees who are members of the International Brotherhood of Electrical Workers, Local 319)

The employee may be eligible to apply for and receive benefits from other sources during the disability. For the purpose of any calculations under this provision, we will automatically reduce the disability payments by the full amount of any benefits the employee is eligible to apply for and receive, before any income tax and/or any other deductions, under:

- any Workers' Compensation Act or similar legislation
- the Canada /Quebec Pension Plan or a similar plan of any other country, excluding child benefits

The employee's disability payments will also be reduced so that payments from all sources will not exceed 80% of the employee's pre-disability monthly earnings.

For the purpose of any calculation under this provision, we will consider the full amount of any benefits the employee is eligible to apply for and receive, before any income tax and/or any other deductions:

- under any Workers' Compensation Act or similar legislation
- under the Canada/Quebec Pension Plan (including child benefits) or a similar plan of any other country
- under any employer sponsored salary continuance
- under any indemnity for loss of time provided for the employee under any group insurance plan or professional association plan.

### **Pre-disability earnings**

Pre-disability monthly earnings means the employee's monthly earnings on the day before the start date of disability.

### **When we reduce the employee's payments (continued)**

(Applicable to an employee who is a member of the Exempt Staff, Local 292, an employee who is a member of the Executive Police Officers, Local 100, the Mayor, an employee who is a member of the Saskatoon Civic Middle Management Association, Local 222, an employee who is a member of the senior management group or the out of scope group of an affiliated outside Board or Commission or an employee who is a member of the Senior Management Group)

The employee may be eligible to apply for and receive benefits from other sources during the disability. For the purpose of any calculations under this provision, we will automatically reduce the disability payments by the full amount of any benefits the employee is eligible to apply for and receive, before any income tax and/or any other deductions, under:

- any Workers' Compensation Act or similar legislation
- the Canada/Quebec Pension Plan or a similar plan of any other country, excluding child benefits

The employee's disability payments will also be reduced so that payments from all sources will not exceed:

- 80% of the employee's net pre-disability monthly earnings.

For the purpose of any calculation under this provision, we will consider the full amount of any benefits the employee is eligible to apply for and receive, before any income tax and/or any other deductions:

- under any Workers' Compensation Act or similar legislation
- under the Canada/Quebec Pension Plan (including child benefits) or a similar plan of any other country
- under any employer sponsored salary continuance
- under any indemnity for loss of time provided for the employee under any group insurance plan or professional association plan.

If the employee has not applied for these other benefits or if the employee's application has not yet been approved, we may estimate the amount the employee may be eligible to receive and reduce the employee's payments by that amount. If we are notified in writing that the employee's application for these other benefits or any appeal, has been declined and we determine that this decision should be subject to appeal, the employee must file an appeal and we may continue to reduce the employee's payments until we are notified in writing that such appeal has been declined.

If the employee receives a lump sum payment from any of the above, we will divide the payment by the number of months for which the employee would have been eligible to receive the benefits and reduce each of our monthly payments by that amount.

**Pre-disability earnings**

Net pre-disability monthly earnings means the employee's monthly earnings on the day before the start date of disability after income tax has been deducted.

## **What is a Rehabilitation Program**

Rehabilitation programs are designed to help the employee recover faster and return to work.

Rehabilitation programs may include returning to work on a part-time basis or returning to modified duties. The employee may be able to upgrade job skills and learn about searching for a new job or writing resumes.

We may pay for the cost of any special services or equipment the employee needs to participate in a rehabilitation program. We will decide if a rehabilitation program is appropriate and we must approve any expenses in writing before they are incurred.

The employee will continue to receive adjusted disability payments while participating in a rehabilitation program. The payment amount the employee will receive while participating in a rehabilitation program is explained in the "What is a Return-to-Work Allowance" section.

If the employee is reasonably suited to participate in a rehabilitation program and refuses to do so, we will stop making Long Term Disability payments.

### **What is a Return-to-Work Allowance**

If an employee receives earnings from employment that is part of an approved rehabilitation program, payments will be reduced by whichever of the following 2 clauses that will result in the smaller amount of disability payment being payable to him:

1. 50% of the monthly earnings the employee is receiving under an approved rehabilitation program.
2. the amount necessary so that the total monthly income the employee is receiving from all sources, other than from an individual insurance policy, does not exceed:
  - 100% of pre-disability monthly earnings, for an employee who is a member of the International Brotherhood of Electrical Workers, Local 319 or an employee who is a member of the Canadian Union of Public Employees, Local 2669 or
  - 75% of pre-disability monthly earnings, for any other employee.



### **What is not covered**

We will not make Long Term Disability payments if a disability results directly or indirectly from:

- intentionally self-inflicted injury
- war, rebellion or hostilities of any kind whether or not the employee is a participant
- participation in a riot or a civil disturbance
- committing a criminal offence or provoking an assault

We will not make Long Term Disability payments if the employee:

- is on a leave of absence, including maternity/parental leave
- is outside of Canada and the United States, unless we approve the absence
- refuses to participate or stops participating in a rehabilitation program or return-to-work program for which the employee is reasonably suited
- is not under the continuing care of a licensed physician or surgeon
- is not receiving treatment that we consider appropriate
- does not attend an examination by a physician of our choice
- is in a psychiatric facility, jail, prison or any correctional facility, because of a criminal offence
- is receiving severance pay, a damages award or other payment due to termination of the employment relationship. If any such payment or award is received in a lump sum, we will stop making Long Term Disability payments for a period equal to the number of months the lump sum amount represents relative to the employee's pre-disability earnings

### **Submitting a claim**

We must receive proof of claim within 90 days after the end of the Long Term Disability waiting period or 90 days after this policy terminates, whichever occurs earlier.

## **Life coverage**

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### **Employee Life coverage**

#### **What is Employee Life coverage**

If an employee dies while covered under the policy, we will pay the amount of Employee Life coverage to the beneficiary named by the employee.

#### **How much we will pay**

(Applicable to an employee who is a member of the International Association of Firefighters, Local 80)

Three times an employee's annual earnings, up to a combined maximum of \$500,000 for Life and Optional Life. We will base the amount of coverage on the actual annual earnings or the amount of annual earnings that premiums have been paid on, whichever is less. The employee's amount of coverage for Life and Optional Life combined will be rounded to the next higher multiple of \$500.

(Applicable to all other employees)

Two times an employee's annual earnings, up to a combined maximum of \$500,000 for Life and Optional Life. We will base the amount of coverage on the actual annual earnings or the amount of annual earnings that premiums have been paid on, whichever is less. The employee's amount of coverage for Life and Optional Life combined will be rounded to the next higher multiple of \$500.

(Applicable to an employee who is retired and was a member of CUPE, Local 59, Amalgamated Transit Union, Local 615 or International Association of Firefighters, Local 80)

\$50,000.

### **Naming a beneficiary**

An employee can name one or more beneficiaries to receive the money from the employee's Life coverage. If the employee does not name a beneficiary, the money will be paid to the employee's estate.

If an employee names a minor as a beneficiary but does not appoint a trustee, we may be prevented by law from paying the money to a minor. We will then pay the money according to the law in the minor's home province.

An employee may change the beneficiary, when allowed by law, by completing a change of beneficiary form available from you. This form must be signed and dated by the employee. You are responsible for forwarding this form to us at the time of claim submission.

### **When Employee Life coverage ends**

When an employee reaches age 71.

Please see "When coverage ends" in the "General Terms" section for additional terms that apply as to when the employee's coverage ends.

## **Employee Optional Life coverage**

### **What is Employee Optional Life coverage**

If an employee dies while covered under this policy and has chosen Employee Optional Life coverage, we will pay the amount of Employee Optional Life coverage to the beneficiary named by the employee.

### **How much we will pay**

(All employees)

One or two times the employee's annual earnings, up to a combined maximum of \$500,000 for Life and Optional Life. We will base the amount of coverage on the actual annual earnings or the amount of annual earnings that premiums have been paid on, whichever is less. The employee's amount of coverage for Life and Optional Life combined will be rounded to the next higher multiple of \$500.

Proof of insurability is required if an employee enrolls more than 31 days after the end of the waiting period for coverage or more than 31 days after acquiring a new dependent. Coverage will begin on the date the proof of insurability is approved by us, if the employee is actively at work on that day.

(An employee who is retired and was a member of CUPE, Local 59 prior to retirement)

\$50,000

(An employee who is retired and was a member of the International Association of Firefighters, Local 80 and IBEW Local 319 prior to retirement)

Multiples of \$10,000, as selected by the retired employee, to a maximum of \$50,000.

If the employee's amount of Employee Optional Life coverage changes due to a change in the employee's annual earnings or a change in classification, the amount of coverage will be changed in accordance with the "Changes in coverage" in the "General Terms" section.

**Naming a beneficiary**

The beneficiary of the Employee Optional Life coverage will be the same beneficiary that the employee named under the Employee Life coverage.

**When Employee Optional Life coverage ends**

When an employee reaches the limiting date.

Please see “When coverage ends” in the “General Terms” section for additional terms that apply as to when the employee's coverage ends.

**Dependent Life coverage**

(Not applicable to an elected official or a retired employee.)

**What is Dependent Life coverage**

If a dependent dies while covered under this policy, we will pay the amount of Dependent Life coverage to the employee.

If the employee is not living when the employee's child dies, the benefit will be paid to the employee's estate.

However, if the employee's spouse dies within 31 days after the employee's death, the benefit will be paid to the employee's estate, according to the terms in the "Converting Life coverage" section.

**How much we will pay**

(Applicable to an employee who is a member of the International Association of Firefighters, Local 80)

\$10,000 if the employee's spouse dies and \$5,000 if the employee's child dies.

(Applicable to all other employees)

\$3,000 if the employee's spouse dies and \$1,500 if the employee's child dies.

**Naming a beneficiary**

The employee does not name a beneficiary.

**When Dependent Life coverage ends**

Please see "When coverage ends" in the "General Terms" section for additional terms that apply as to when the employee's coverage ends.

## **Additional Information on Life coverage**

### **Waiver of Premium provision**

(Not applicable to retired employees.)

#### **What happens to the premiums if the employee becomes disabled**

When an employee becomes disabled, prior to age 65, we will waive the premiums for Employee Life, Employee Optional Life, Employee Accidental Death and Dismemberment, Employee Optional Accidental Death and Dismemberment and/or Dependent Life if the employee has been disabled for 6 continuous months or was disabled at the time of death. Waiving the premium means the employee's amount of coverage that was in effect at the time of disability will continue without payment of premiums. However we will waive the premiums on the date the employee's claim for Group Long Term Disability payment under this policy is approved.

For the purposes of this coverage disabled means, during the first 24 months of disability the employee is unable to perform the essential duties of the employee's occupation for you or any other employer for which the employee is qualified due to illness or injury. After 24 months the employee will be considered disabled due to illness or injury if unable to perform the essential duties of any occupation for you or any other employer for which the employee is qualified or could reasonably become qualified based on education, training or experience. However if the employee's claim for Group Long Term Disability payment under this policy is approved, the employee will be considered to be disabled.

The employee's Life coverage will continue under this provision as long as:

- the employee remains disabled
- the employee's limiting date has not been reached.

The employee's Life coverage under this provision will be subject to any reductions in amount or termination due to age included under the Employee Life or Employee Optional Life coverage.

Termination of the policy will have no effect on the employee's coverage, while premiums are waived.

The employee cannot add any dependent coverage or increase Dependent Life coverage while premiums for this coverage are waived.

We must receive proof of disability within twelve months of the start date of the employee's disability. We will require proof of the ongoing disability from time to time. This proof may be medical information from the employee's physicians or a request to be examined by a physician of our choice. If an employee does not provide the proof of disability within 3 months of the date we requested it, premiums will no longer be waived.

If the employee is no longer disabled and does not return to work with you or returns to work with you but the policy has terminated, Life coverage will end. The employee may have the right to convert the Life coverage. Please refer to the "Converting Life coverage" section.



### **Converting Life coverage**

If Employee Life coverage or Employee Optional Life coverage under this policy ends for an employee for the following reasons:

- employment ends
- the employee no longer qualifies as an employee due to:
  - attainment of the limiting date; or
  - not meeting the definition of employee because of:
    - working less than the required number of hours (this reason is not applicable to an elected official)
    - an amendment to the policy that removes or changes the classifications of employee designated by the employer, only if during the preceding 5 year period the employee's life had been insured under a group policy issued to the employer
- this policy ends, only if during the preceding 5 year period the employee's life had been insured under a group policy issued to the employer

the employee may convert this coverage to individual insurance.

If Dependent Life coverage under this policy ends for an employee's spouse, for the following reasons:

- the employee's employment ends
- the employee dies
- the employee no longer qualifies as an employee due to failure to meet minimum required hours
- this policy ends
- the employee's insurance ends due to attaining the limiting date
- the employee is no longer covered due to an amendment to the policy

the employee or the spouse in the case of the employee's death, may convert the spousal coverage to individual insurance.

Written application must be made to us accompanied by the first premium within 31 days after coverage ends. This is called the 31-day conversion period. The Individual insurance will not begin until the end of this 31-day conversion period. If the insured person dies during the 31-day conversion period, we will pay the maximum amount of insurance the insured person was entitled to apply for.

The premium rate for the individual insurance will be based on:

- the Individual Life and/or Group rates,
- the amount of insurance, and
- the age of the insured person on the birthday closest to the date the policy starts.

The individual policy will be one of the standard life insurance conversion forms made available by Great-West Life or any of its affiliates. No disability or accidental death benefit will be offered.

The amount of individual insurance will be limited by the following:

- it will not be less than the minimum amount of insurance we offer
- it will not be more than an amount equal to 3 times the year's Maximum Pensionable Earnings as established under the Canadian Pension Plan for the year in which the coverage terminates, if the coverage has terminated because the policy has ended or because the policy has been amended to remove or change the classifications of employees designated by the employer
- it will not be more than the employee's coverage under this policy reduced by the amount of coverage the employee is entitled to under a replacing carrier's group plan; and
- it will not be more than \$200,000

If the employee is disabled when coverage ends, the employee should apply for a waiver of premium. If the employee's application is not approved, the employee can convert Life coverage to an individual insurance policy. We must receive the employee's application and a cheque for the employee's first month's premium within 31 days of the date we declined the employee's application for a waiver of premium.

#### **What is not covered**

We will not pay any amount of Employee Optional Life coverage, if suicide is committed within two years of the date coverage begins and/or is increased.

#### **Submitting a claim**

We will pay benefits to the employee or beneficiary when we receive satisfactory proof of claim.

## **Accidental Death and Dismemberment coverage**

### **Employee Accidental Death and Dismemberment coverage** (Not applicable to a retired employee.)

#### **What is Employee Accidental Death and Dismemberment coverage**

If within one year of an accident, an employee dies or suffers a loss because of that accident, we will pay the amount of Employee Accidental Death and Dismemberment coverage according to the Schedule of Eligible Losses in the "What we will pay" section. If the employee dies, the payment will be made to the beneficiary of the employee's Life coverage. If the employee suffers an eligible loss, payment will be made to the employee. The employee must have Employee Accidental Death and Dismemberment coverage at the time of the accident.

For the purpose of this coverage, an accident is a bodily injury that occurs solely as a direct result of a sudden and unexpected action from an outside source.

#### **How much we will pay**

We will apply the appropriate percentage of the amount of coverage that was in effect on the date the loss occurred according to the "What we will pay" section.

(Applicable to an employee who is a member of the International Association of Firefighters, Local 80)

Three times an employee's annual earnings, up to a combined maximum of \$500,000 for Life and Optional Life. We will base the amount of coverage on the actual annual earnings or the amount of annual earnings that premiums have been paid on, whichever is less. The employee's amount of coverage for Life and Optional Life combined will be rounded to the next higher multiple of \$500.

(Applicable to all other employees)

Two times an employee's annual earnings, up to a combined maximum of \$500,000 for Accidental Death and Dismemberment and Optional Accidental Death and Dismemberment. We will base the amount of coverage on the actual annual earnings or the amount of annual earnings that premiums have been paid on, whichever is less. The employee's amount of coverage for Accidental Death and Dismemberment and Optional Accidental Death and Dismemberment combined will be rounded to the next higher multiple of \$500.

#### **When Employee Accidental Death and Dismemberment coverage ends**

When an employee reaches age 71.

Please see "When coverage ends" in the "General Terms" section for additional terms that apply as to when the employee's coverage ends.

**Employee Optional Accidental Death and Dismemberment coverage**  
(Not applicable to an elected official or a retired employee.)

**What is Employee Optional Accidental Death and Dismemberment coverage**

If within one year of an accident, an employee dies or suffers a loss because of that accident and has chosen Employee Optional Accidental Death and Dismemberment, we will pay the amount of Employee Optional Accidental Death and Dismemberment coverage according to the schedule of Eligible Losses in the "What we will pay" section. If the employee dies, the payment will be made to the beneficiary of the employee's Life coverage. If the employee suffers an eligible loss, payment will be made to the employee. The employee must have Employee Optional Accidental Death and Dismemberment coverage at the time of the accident.

For the purpose of this coverage, an accident is a bodily injury that occurs solely as a direct result of a sudden and unexpected action from an outside source.

**How much we will pay**

We will apply the appropriate percentage of the amount of coverage that was in effect on the date the loss occurred according to the "What we will pay" section.

(Applicable to active employees)

One or two times the employee's annual earnings, rounded to the next \$1,000, up to a combined maximum of \$500,000 for Accidental Death and Dismemberment and Optional Accidental Death and Dismemberment. Proof of insurability must be provided by the employee and approved by us. We will base the amount of coverage on the actual annual earnings or the amount of annual earnings that premiums have been paid on, whichever is less. The employee's amount of coverage for Accidental Death and Dismemberment and Optional Accidental Death and Dismemberment combined will be rounded to the next higher multiple of \$500.

If the employee's amount of Employee Optional Accidental Death and Dismemberment coverage changes due to a change in the employee's annual earnings or a change in classification, the amount of coverage will be changed in accordance with the "Changes in coverage" in the "General Terms" section.

**When Optional Accidental Death and Dismemberment coverage ends**

When the employee reaches the limiting date.

Please see "When coverage ends" in the "General Terms" section for additional terms that apply as to when the employee's coverage ends.

## **Additional Information on Accidental Death and Dismemberment coverage**

### **What we will pay**

#### **Schedule of Eligible Losses**

The percentages per loss which are listed below are percentages of how much we will pay. Payments made under this coverage for loss of life are in addition to any amount that is payable under the Life coverage.

We will only pay the largest applicable percentage for a loss to the same limb resulting from the same accident. We will not pay more than 100% of the amount of coverage if the insured person suffers from more than one loss in the same accident.

Loss of life	100%
Loss of sight of both eyes	100%
Loss of both hands or both feet	100%
Loss of one hand and one foot	100%
Loss of one hand or one foot, and the sight of one eye	100%
Loss of speech and loss of hearing in both ears	100%
Loss of one arm or one leg	75%
Loss of one hand or one foot	50%
Loss of sight of one eye	50%
Loss of speech or hearing in both ears	50%
Loss of thumb and index finger on the same hand	25%
Loss of all four fingers on the same hand	25%
Loss of all of the toes on one foot	12.5%

Loss of a thumb or finger means it was severed at or before the first joint from the hand and not re-attached. The loss must be permanent and irrecoverable.

Loss of a toe means it was severed at or before the first joint from the foot and not re-attached. The loss must be permanent and irrecoverable.

Loss of a hand means the total, permanent and irrecoverable loss of its use. Loss of a hand can also mean that it was severed anywhere between the wrist and the elbow.

Loss of a foot means the total, permanent and irrecoverable loss of its use. Loss of a foot can also mean that it was severed anywhere between the ankle and the knee.

Loss of an arm means the total, permanent and irrecoverable loss of its use. Loss of an arm can also mean that it was severed anywhere between the elbow and the shoulder.

Loss of a leg means the total, permanent and irrecoverable loss of its use. Loss of a leg can also mean that it was severed anywhere between the knee and the hip.

Loss of an eye means the total, permanent and irrecoverable loss of sight.

Loss of speech means the total, permanent and irrecoverable loss of speech.

Loss of hearing means the total, permanent and irrecoverable loss of hearing.

#### **What is not covered**

We will not pay for losses that result directly or indirectly from:

- illness, disease or medical and surgical treatment
- attempted suicide or suicide
- an accident occurring while operating a vehicle, vessel or aircraft, if the insured person is impaired by drugs or alcohol or had a blood alcohol level higher than 80 milligrams of alcohol per 100 millilitres of blood (Not applicable to an employee who is a member of the International Association of Firefighters, Local 80)
- intentionally self-inflicted injury
- war, rebellion or hostilities of any kind whether or not the insured person is a participant
- participation in a riot or a civil disturbance
- participation in a criminal offence or provoking an assault
- a plane crash when:
  - a) the insured person was a pilot or a crew member
  - b) the aircraft did not have a certificate of airworthiness; or
  - c) the aircraft was not flown by a licensed pilot

#### **Submitting a claim**

We will pay benefits to the employee or beneficiary when we receive satisfactory proof of claim. We must receive proof of all claims within 90 days of loss or within 90 days after this policy terminates, whichever occurs earlier.