



Attached to and forming part of Group Policy No. 165271-1 issued to

STRATHCONA COUNTY

This policy has been amended effective July 1, 2012 in respect of the following provision:

TABLE OF DISABILITY INCOME INSURANCE BENEFITS

Revision Instructions

Deleted Page

B-TBD 1 (Jul.01.12)

Replacement Page

B-TBD 1 (Jul.01.12)
Prepared: March 12, 2013

The Group Policyholder's payment of the first premium billed for insurance starting on the effective date of this amendment will be considered acceptance of this amendment.

Signed at The Great-West Life Assurance Company, Winnipeg, Manitoba, on
March 21, 2013.

Chairman of the Board

President and
Chief Executive Officer

GROUP

GROUP POLICYHOLDER: STRATHCONA COUNTY

GROUP POLICY NO.: 165271-1

- **Optional Insurance**
Billing No.: 165273

- **Long Term Disability**
Income Insurance
Billing No.: 165272

EFFECTIVE DATE: April 1, 2012

INSURANCE PROVIDED: Life and Long Term Disability Income
Insurance



APPLICATION FOR GROUP POLICY

STRATHCONA COUNTY

(the Applicant) applies to The Great-West Life Assurance Company for Group Policy No. 165271-1 in the attached form. The Applicant has approved this Group Policy and has accepted its terms.

Dated at _____ this _____ day of _____, _____

STRATHCONA COUNTY

Witness

By _____

Agent or Consultant of Record

Title

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AGREEMENT

Great-West Life agrees to pay the benefits provided by this policy to the persons entitled to receive them. This agreement is made in consideration of the Group Policyholder's payment of the required premiums.

This policy takes effect at 12:01 a.m. on the Effective Date, local time at the Group Policyholder's address.

The following pages and any riders or amendments are a part of this policy.

Signed at The Great-West Life Assurance Company, Winnipeg, Manitoba



Chairman of the Board



President and
Chief Executive Officer

TABLE OF LIFE INSURANCE BENEFITS

This table must be read in conjunction with the rest of this policy.

EMPLOYEE BASIC LIFE INSURANCE

ELIGIBLE CLASSES:	Strathcona County employees under the International Association of Fire Fighters Local 2461 collective agreement under age 65
BENEFIT FORMULA:	300% of annual earnings
AMOUNT OF INSURANCE:*	The amount derived from the benefit formula. The maximum amount of insurance is \$1,000,000. Amounts of insurance that are not already an integral multiple of \$1,000 are rounded to the next higher integral multiple of \$1,000.

EMPLOYEE AND SPOUSE OPTIONAL LIFE INSURANCE

ELIGIBLE CLASSES:	Strathcona County employees under the International Association of Fire Fighters Local 2461 collective agreement under age 65 with basic life insurance
AMOUNT OF INSURANCE:*	Any multiple of \$25,000 up to \$500,000 per person. A person who is insurable under this policy as both an employee and a spouse is still limited to the \$500,000 maximum.

* The total amount of insurance for an employee who elects optional insurance for himself is the sum of the basic and optional amounts.

TABLE OF DISABILITY INCOME INSURANCE BENEFITS

This table must be read in conjunction with the rest of this policy.

EMPLOYEE LONG TERM DISABILITY INCOME BENEFITS

ELIGIBLE CLASSES:	Strathcona County employees under the International Association of Fire Fighters Local 2461 collective agreement under age 65
WAITING PERIOD:	120 calendar days
INITIAL ASSESSMENT PERIOD:	the waiting period plus the next 24 months of disability
SUBSEQUENT ASSESSMENT LEVEL:	60%
BENEFIT FORMULA:	66.7% of the first \$3,000 of monthly earnings, plus 55% of the next \$3,000 of monthly earnings, plus 50% of the remainder
GROSS BENEFIT:	the amount derived from the benefit formula. The maximum gross benefit is \$10,000.
INCOME BENEFIT:	the lesser of the gross benefit and 85% of take-home pay
TAX STATUS:	non-taxable

INSURING PROVISIONS

EMPLOYER

Employer means the Group Policyholder.

INSURANCE CLAUSE

To become insured under this policy a person must:

1. be employed by the employer;
2. be an insurable employee;
3. be in an eligible class;
4. satisfy the eligibility conditions; and
5. satisfy the effective date of insurance provisions.

- LTD restriction

A person who will reach age 65 by the end of a period equal to this policy's long term disability waiting period will not become insured for long term disability income insurance.

INSURABLE EMPLOYEE

An employee is insurable if he is employed:

1. on a permanent, non-seasonal basis; and
2. for at least:
 - (a) 30 hours each week for a full-time employee; or
 - (b) 15 hours each week for a part-time employee.

ELIGIBILITY CONDITIONS

An employee is eligible immediately if he is insurable on the effective date of this policy. Otherwise he is eligible on the date his employment as an insurable employee begins.

- eligibility limitation

An employee is only eligible for the benefits provided for his class in the Table of Benefits.

INSURING PROVISIONS

SPOUSE COVERAGE

An employee is eligible to insure his spouse on the later of:

1. the date the employee becomes eligible;
and
2. the date the spouse becomes an insurable spouse.

The effective date of insurance section determines when the insurance for the spouse actually starts.

INSURING PROVISIONS

INSURABLE SPOUSE

A spouse is insurable if that person is the employee's legal spouse, common-law spouse, or former spouse.

An employee can only insure one spouse at a time. He must insure the same person for all spouse benefits provided under the employer's benefit program.

Where the employee has more than one insurable spouse, Great-West Life will consider his insured spouse to be the one for whom he first submits a claim for any benefit provided under the employer's benefit program.

- legal spouse

A legal spouse means the person lawfully married to the employee according to applicable provincial legislation.

- common-law spouse

A common-law spouse means a person who is living with the employee in a conjugal relationship.

- former spouse

A former spouse means a divorced or ex-common-law spouse of the employee for whom insurance protection for some of the benefits available under the employer's benefit program is mandated by court order.

INSURING PROVISIONS

- change in spouse

The employee can change from one insured spouse to another by submitting a claim for a different spouse for any benefit provided under the employer's benefit program. The change will take effect on the later of:

1. the date of the loss claimed for the new spouse; and
2. the day after the date of the last loss claimed for the previous spouse.

A change from a common-law spouse to a legal spouse is valid only when the legal spouse is living with the employee.

A change from a former spouse to a legal or common-law spouse is not allowed unless the provision in the court order by which the former spouse qualified for coverage is no longer in effect.

- optional life age restriction

A spouse age 65 or over is not insurable for optional life insurance.

INSURING PROVISIONS

EFFECTIVE DATE OF INSURANCE

Insurance takes effect on the following dates, subject to the actively at work requirement.

1. Insurance subject to the underwriting provision takes effect on the date of written approval.
2. All other insurance takes effect on the date the employee becomes eligible or the date he applies for insurance, whichever is later.

Insurance is subject to the underwriting provision if:

1. it is not applied for within 31 days of the date the employee becomes eligible.
2. it is optional life insurance.

Changes in Insurance

Changes in insurance take effect as they occur, except that:

1. all increases and new benefits are subject to the actively at work requirement. Increases are also subject to the underwriting provision if they are increases in optional life insurance.
2. decreases in optional life insurance will take effect on the date the application for a decrease is made.
3. no change in insurance will take effect during a disability period unless it is a change due to recalculation based on a retroactive wage increase granted during the long term disability waiting period.
4. no change in life insurance will take effect during a waiver of premium disability period.

INSURING PROVISIONS

Actively at Work Requirement

To satisfy this requirement, an employee must:

1. be fully capable of performing his regular duties; and
2. be either:
 - (a) actually working at the employer's place of business or a place where the employer's business requires him to work; or
 - (b) absent due to vacation, weekends, statutory holidays, or shift variances.

Underwriting Provision

If an employee wishes to obtain insurance that is subject to this provision, he must apply for it and supply the information Great-West Life requests. Great-West Life will then assess the information according to its underwriting rules. The application will be approved if it meets underwriting standards.

- substandard offer

If an employee's application for long term disability income insurance is not approved, Great-West Life may offer to provide this insurance on a restricted basis.

INSURING PROVISIONS

TERMINATION OF INSURANCE

The following provisions describe when insurance terminates.

Employee Insurance

Insurance for an employee terminates on the earliest of the following dates:

1. the date this policy terminates;
2. the due date of the first premium to which he has not made a required contribution for employee coverage;
3. the date he ceases to be in an eligible class;
4. the date he ceases to be an insurable employee;
5. the date he ceases to satisfy the actively at work requirement. If he is not at work because of disease or injury, temporary lay-off, or leave of absence, this date will be extended to the earliest of:
 - (a) the date the employer stops paying premiums or otherwise determines that insurance has terminated. This date must be determined on the same basis for all employees in like circumstances.
 - (b) the date he starts to work in another job more than 20 hours per week, except in an approved rehabilitation plan.
 - (c) for disease or injury:
 - A. for life insurance for which he has not applied for this policy's waiver of premium benefit, the end of a period equal to the waiver of premium waiting period.

- for disease or injury
 - life insurance without waiver of premium application

INSURING PROVISIONS

- life insurance with waiver of premium application
 - LTD insurance
- B. for life insurance for which he has applied for this policy's waiver of premium benefit:
 - (i) for a disabling disease or injury, the end of the waiver of premium disability period.
 - (ii) for disease or injury for which he does not qualify for waiver of premium benefits, the date determined under (a) or (b) only, whichever comes first.
 - C. for long term disability income insurance:
 - (i) for a disabling disease or injury, the date he first ceases to be eligible for income benefits.
 - (ii) for disease or injury for which he does not qualify for income benefits, 31 days after the number of days of the disability waiting period.

INSURING PROVISIONS

- for lay-off or leave of absence other than maternity or parental leave
- for maternity or parental leave
- (d) for temporary lay-off or leave of absence other than maternity or parental leave, 6 months after the lay-off or leave starts, plus any further period the employer is required by law to extend insurance.
- (e) for maternity or parental leave, the end of the leave.

Insurance for an Employee's Spouse

Insurance for an employee's spouse terminates on the earliest of the following dates:

1. the date the insurance for the employee terminates;
2. the due date of the first premium to which the employee has not made a required contribution for dependent coverage;
3. the date the employee ceases to be in a class eligible for dependent coverage;
4. the date the dependent ceases to qualify as an insurable dependent; or
5. for a spouse, the day before the effective date of a change to a new insured spouse.

INSURING PROVISIONS

Life Insurance Termination During Disability Periods

Life insurance will not terminate during any period for which the employee has been approved for waiver of premium benefits or during any part of the waiver of premium waiting period in which he satisfies the definition of disability under the waiver of premium benefit.

INSURING PROVISIONS

EXTENDED BENEFITS

- disability income benefits

Disability income benefits are extended for an employee if he is disabled at the date of termination of his insurance.

- other benefits

There is no extension of life insurance benefits after termination of insurance except as provided under the life insurance conversion privilege.

Disability

An employee is considered disabled if he satisfies the definition of disability under this policy's long term disability income benefit.

Duration

Disability income benefits are extended to the end of the disability period.

Benefit Limitation

Extended benefits are limited to those that would have been payable if the insurance were still in force.

INSURING PROVISIONS

REINSTATEMENT OF INSURANCE

Insurance will be automatically reinstated if:

1. it terminated because of disease or injury, leave of absence, or temporary lay-off; and
2. the employee returns to work within 6 months after it terminated, or within any period for which the employer is required by law to reinstate the insurance.

If an employee does not qualify for automatic reinstatement, he will be treated as a new employee unless the insurance terminated because he stopped making required premium contributions. If it did, reinstatement is subject to the underwriting provision.

INSURING PROVISIONS

LIFE INSURANCE CONVERSION PRIVILEGE

An employee or spouse is entitled to obtain an individual life insurance policy without evidence of insurability if he meets the following conditions.

- conditions

1. All or part of the life insurance for the person under this policy terminates on or before his 65th birthday.
2. A person must apply for the individual policy in writing and pay the first premium within 31 days after the insurance terminates. In the case of insurance for the spouse, either the employee or the spouse may apply.

- exceptions

The conversion privilege is not available if the insurance terminates because of age.

The conversion privilege is not available to a spouse for whom insurance terminates because:

1. he ceases to be an insurable spouse; or
2. the employee chooses to insure a different spouse.

- policy form

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.

- premium

The premium for the individual policy will be based on current individual insurance rates.

INSURING PROVISIONS

- amount

The amount of the individual policy will not exceed the lesser of:

 1. the amount of terminated insurance less the amount of any group term life insurance for which the person becomes eligible within the 31 days allowed for conversion; and
 2. \$200,000.

This is the combined maximum that can be converted under all group life plans issued to the employer by Great-West Life.

A person can convert less than the maximum individual policy amount but, if he does, he cannot convert an amount less than the minimum issued for the type of policy chosen.
- conversion policy effective date

The individual policy takes effect at the end of the 31 days allowed for conversion.
- extension

If a person dies within the 31 days allowed for conversion, the lesser of the following amounts is payable as if the death occurred while the insurance was still in force:

 1. the total amount of terminated life insurance; and
 2. \$200,000.
- cancellation

If the employee is approved for this policy's life insurance waiver of premium benefit after he or his spouse has been issued an individual life insurance conversion policy, the individual policy will be cancelled and the premiums paid on that policy refunded to the employee.

BENEFIT PROVISIONS

LIFE INSURANCE

DEATH BENEFIT

If an employee dies while insured, Great-West Life will pay his amount of life insurance to his beneficiary.

If a spouse dies while the spouse's life is insured, Great-West Life will pay the amount of insurance to the employee.

Amounts of life insurance are shown in the Table of Benefits.

Beneficiary

An employee has the right to name a beneficiary when he applies for insurance. He can name the same or separate beneficiaries for basic and optional insurance. He can change his beneficiary at any time, where permitted by law.

If the beneficiary dies before the employee or if the employee has not named a beneficiary, payment will be made to the employee's estate.

BENEFIT PROVISIONS - Life

WAIVER OF PREMIUM BENEFIT

If an employee becomes disabled while insured, Great-West Life will waive the premiums on the life insurance for himself and his spouse throughout the benefit period, subject to the notice of claim provision. Employees who are receiving benefits from any Workers' Compensation Act are not eligible for this benefit.

Disability

An employee is considered disabled if he satisfies the disability definition under this policy's long term disability income benefit.

Disability Period

A disability period is:

1. the waiting period; plus
2. the benefit period.

Waiting Period

The waiting period for life disability benefits is the same as the waiting period under this policy's long term disability income benefit.

Benefit Period

A benefit period is the period of time after the waiting period during which the employee satisfies the disability definition under this policy's long term disability income benefit. A benefit period will not continue past an employee's 65th birthday.

BENEFIT PROVISIONS - Life

SUICIDE LIMITATION ON OPTIONAL INSURANCE

If a person commits suicide within 2 years after any optional insurance on his life takes effect or increases, Great-West Life's liability for the portion of the optional insurance that has been in force for less than 2 years will be limited to the premiums paid for that insurance. All periods of coverage under this policy's optional life plan and previous optional life plans sponsored by the employer are considered together in satisfying the 2-year condition as long as there is no interruption from one to the other.

BENEFIT PROVISIONS

LONG TERM DISABILITY INCOME BENEFITS FOR EMPLOYEES

ASSESSMENT RESPONSIBILITY

Great-West Life has full responsibility for the assessment of a person's entitlement to benefits.

DISABILITY

The benefits under this policy are for disability periods that start while a person is insured.

During the Initial Assessment Period

During the initial assessment period, which consists of the waiting period plus the next 24 months of disability, a person is considered disabled if:

1. disease or injury prevents him from performing the essential duties of his regular occupation; and
2. except for any employment under an approved rehabilitation plan, he is not employed in any occupation that is providing him with income equal to or greater than the income benefit available under this plan, as shown in the Table of Benefits.

BENEFIT PROVISIONS - LTD

After the Initial Assessment Period

After the initial assessment period, a person is considered disabled if disease or injury prevents him from being gainfully employed.

- gainful employment

Gainful employment means work:

1. a person is medically able to perform;
2. for which he has at least the minimum qualifications;
3. that provides income of at least 60% of his monthly earnings; and
4. that exists either in the province or territory where he worked when he became disabled or where he currently lives.

The availability of work will not be considered in assessing disability.

Loss of License

Loss of any license required for work will not be considered in assessing disability.

BENEFIT PROVISIONS - LTD

DISABILITY PERIOD

A disability period is:

1. the waiting period; plus
2. the benefit period.

WAITING PERIOD

The waiting period starts when the person first becomes disabled and lasts, if disability is continuous, for 120 days.

If disability is not continuous, the days the person is disabled will be accumulated to satisfy the waiting period as long as:

1. no interruption is longer than 3 weeks;
and
2. the disabilities arise from the same disease or injury.

BENEFIT PROVISIONS - LTD

BENEFIT PERIOD

A benefit period is:

1. the period of time after the waiting period during which the person is continuously disabled; plus
2. if the disability is not continuous, any period of time during which the disability is considered to be a recurrence.

A benefit period will not continue past the last day of the month following the month in which the person reaches age 65.

RECURRENCE

After the waiting period, a disability is considered a recurrence if it arises from the same disease or injury and starts:

1. within 6 months after the previous disability ends; or
2. within 6 months after the end of an approved rehabilitation plan.

BENEFIT PROVISIONS - LTD

INCOME BENEFITS

A disabled person is entitled to income benefits after the waiting period ends and for as long as the benefit period lasts. No income benefits are payable for the waiting period itself.

Amount Payable

The amount payable is the income benefit shown in the Table of Benefits less the reduction, if any, required under the offset provision. The income benefit is payable to the disabled person monthly in arrears. One thirtieth of the income benefit is payable for each day of any period less than a full month.

At Great-West Life's discretion, the income benefit may be paid more frequently than monthly, on a pro-rated basis.

- other income

The income used in the offset provision is the income payable for the same period as the income benefit under this policy.

Except for retirement benefits, all income is considered payable when a person is entitled to it, whether or not it has been awarded or received. If it has not been awarded, Great-West Life will have the right to estimate it according to the terms of any plans or legislation involved. Retirement benefits are considered payable when they are actually received.

If income is payable in a lump sum, the amount used will be the portion payable for loss of income during the benefit period.

- special treatment of taxable income

Before the amount payable is calculated, taxable income will be reduced by the deductions specified under this plan's take-home pay definition. This does not apply to Canada Pension Plan or Quebec Pension Plan benefits or to benefits from a similar plan in another country which has a reciprocal agreement with Canada or Quebec.

BENEFIT PROVISIONS - LTD

- monthly earnings Monthly earnings are 1/12 of annual earnings.
- take-home pay Take-home pay means the person's monthly earnings less deductions for federal and provincial income taxes, Canada and Quebec Pension Plan contributions, and federal Employment Insurance premiums.

BENEFIT PROVISIONS - LTD

Offset Provision

Under this provision, the person's income benefit is reduced by the following income:

1. Disability or retirement benefits to which he is entitled on his own behalf under:
 - (a) the Canada Pension Plan;
 - (b) the Quebec Pension Plan; or
 - (c) a similar plan in another country which has a reciprocal agreement with Canada or Quebec.

This does not include retirement benefits that were payable for each of the 12 months before a disability period.

2. Benefits under any Workers' Compensation Act or similar law except for:
 - (a) permanent partial disability awards that were payable for each of the 12 months before a disability period; and
 - (b) benefits related to employment with another employer.
3. Loss of income benefits under an automobile insurance plan, to the extent permitted by law.
4. Loss of income benefits available through legislation to which he or another member of his family is entitled on the basis of his disability, except for Employment Insurance benefits and automobile insurance benefits.
5. The wage loss portion of any criminal injury award, except for awards that included the long term disability income benefits available under this plan in the calculation of the award.

BENEFIT PROVISIONS - LTD

6. Disability benefits under a plan of insurance available through an association, except for benefits that were payable for each of the 12 months before a disability period.
7. Employment income, disability benefits, or retirement benefits related to any employment, except for:
 - (a) disability benefits that are prepayments of life insurance.
 - (b) benefits from retirement plans to which an employer has not contributed.
 - (c) any amount that is related to employment other than with the employer and that was payable for each of the 12 months before a disability period. All employment income, disability benefits, and retirement benefits resulting from the same employment are considered together in satisfying the 12-month condition as long as there is no interruption from one to the other. Waiting periods for disability benefits do not count as interruptions.
 - (d) 50% of earnings received from an approved rehabilitation plan. This amount is considered under the rehabilitation incentive provision.
 - (e) any lump sum payout of any vacation or other banked time that was earned prior to commencement date.
 - (f) any lump sum payout of retroactive salary increases with effective dates prior to benefit commencement date.

BENEFIT PROVISIONS - LTD

Termination pay, severance benefits, and any similar termination of employment benefits, including any salary paid in lieu of notice, are considered employment income under this provision.

- commission income

If income under this provision is payable on a commission basis, the income used will not be reduced by commission related expenses.

Rehabilitation Incentive Provision

Earnings received from an approved rehabilitation plan are not used to reduce a person's income benefit unless 50% of those earnings, his income from this policy, and the income described under the offset provision would exceed 100% of his take-home pay. If it does, his income benefit is reduced by the amount in excess of 100%.

BENEFIT PROVISIONS - LTD

INDEXING

The following provisions provide inflation protection.

Assessment

In assessing a person's ability to be gainfully employed, Great-West Life will multiply his monthly earnings by the Consumer Price Index factor.

Recalculation

The amount payable will be recalculated for inflation protection 1 year after the start of the benefit period and annually after that. On those dates the income limit under the rehabilitation incentive provision will be multiplied by the Consumer Price Index factor. The Consumer Price Index factor will not be applied to the gross benefit or the 85% limit on the income benefit.

Other Income

When the amount payable is recalculated, cost-of-living increases in the income described under the offset provision, that take effect after the benefit period starts, are not included as income subject to the offset and rehabilitation incentive provisions.

This provision does not apply to earnings received from an approved rehabilitation plan.

Consumer Price Index Factor

The Consumer Price Index factor for an assessment or recalculation date is the ratio of the Consumer Price Index as of 3 months before that date, to the Consumer Price Index as of 3 months before the start of the benefit period.

BENEFIT PROVISIONS - LTD

Changes to the Consumer Price Index

If there is a change in the method of calculating the Consumer Price Index:

1. the Consumer Price Index will be used for the period preceding the change; and
2. an appropriate measure of inflation will be used for the period after the change.

Consumer Price Index

The Consumer Price Index means the all-item Consumer Price Index for Canada (not seasonally adjusted).

BENEFIT PROVISIONS - LTD

VOCATIONAL REHABILITATION

Vocational rehabilitation involves a work related activity or training strategy that:

1. is designed to facilitate a disabled person's return to his job or other gainful employment; and
2. is recommended or approved by Great-West Life.

In considering whether to recommend or approve a rehabilitation proposal, Great-West Life will assess such factors as the expected duration of disability, and the level of activity required to facilitate the earliest possible return to work.

The goal of a rehabilitation plan must be:

1. to return the person to work in the same job;
2. to return the person to work in a modified job with the same employer; or
3. to return the person to work in a different job that capitalizes on transferable skills.

Participation Commitment

If a person does not participate or cooperate in a rehabilitation plan that has been recommended or approved by Great-West Life, he will no longer be entitled to income benefits.

Time Commitment

The duration of a rehabilitation plan must be approved by Great-West Life. Once approved, a person's benefit period is guaranteed for that duration as long as he continues to participate and cooperate in the plan.

Employment Income

Employment income earned during a rehabilitation period will be considered under the offset and rehabilitation incentive provisions.

BENEFIT PROVISIONS - LTD

Expense Benefit

Reasonable expenses associated with a rehabilitation plan, other than usual employment expenses, may be paid for by Great-West Life at its discretion.

Expenses claimed under this provision must be pre-authorized by Great-West Life.

Limitation

Vocational rehabilitation benefits are only available while the person is entitled to income benefits.

BENEFIT PROVISIONS - LTD

MEDICAL COORDINATION

Medical coordination is a program that:

1. is designed to provide cost effective, quality care;
2. is designed to facilitate medical stability; and
3. is recommended or approved by Great-West Life.

In considering whether to recommend or approve a medical coordination program, Great-West Life will assess such factors as the expected duration of disability, and the level of activity required to facilitate medical stability.

A medical coordination program may include the following services:

1. consultation with the disabled person, members of the person's family, and the attending physician to gain further understanding of the treatment plan and its goals.
2. comparison of the person's current treatment plan with generally accepted treatment standards for similar conditions and, where suitable, follow up identified alternatives with the attending physician.
3. referral to professionals, including physician specialists, or facilities, for diagnosis or treatment.

Participation Commitment

If a person does not participate or cooperate in a medical coordination program that has been recommended or approved by Great-West Life, he will no longer be entitled to income benefits.

BENEFIT PROVISIONS - LTD

Expense Benefit

Reasonable expenses associated with a medical coordination program may be paid for by Great-West Life at its discretion.

Expenses claimed under this provision must be pre-authorized by Great-West Life.

No benefits will be paid for any portion of the expense for which benefits are payable under a government plan.

Limitations

Medical coordination benefits are only available while the person is entitled to income benefits. Great-West Life will not cover medical coordination services after the person has returned to work, unless he is receiving vocational rehabilitation benefits.

BENEFIT PROVISIONS - LTD

GENERAL LIMITATIONS

- pre-existing conditions

No benefits will be paid for:

1. disability arising from a disease or injury for which the person obtained medical care before he became insured. Medical care is considered to be obtained when he consults a doctor, uses medication on the advice of a doctor, or receives other medical services or supplies.

This exclusion does not apply if disability starts after:

- (a) he has been continuously insured for 1 year; or
- (b) he has not had medical care for the disease or injury for a continuous period of 90 days ending on or after the date his insurance took effect.

- reasonable and customary treatment

2. any period in which the person does not participate or cooperate in a reasonable and customary treatment program.

A reasonable and customary treatment program is systematic treatment that:

- (a) is performed or prescribed by a legally licensed doctor of medicine; and
- (b) is of the nature and frequency usually required for the condition involved.

Where considered appropriate by Great-West Life for the severity of the condition, the treatment must be prescribed by and, if appropriate, performed or supervised by a certified specialist for the condition involved.

If substance abuse contributes to a person's disability, his treatment program must include participation in a recognized substance withdrawal program.

BENEFIT PROVISIONS - LTD

- other disability benefits
 - rehabilitation plans
 - medical coordination
 - medical/vocational assessments
 - leave of absence
 - absence from Canada
3. any period after the person fails to cooperate in applying for other disability benefits, reapplying for such benefits, or appealing decisions regarding such benefits, where considered appropriate by Great-West Life.
 4. any period after the person fails to participate or cooperate in a rehabilitation plan that has been recommended or approved by Great-West Life.
 5. any period after the person fails to participate or cooperate in a medical coordination program that has been recommended or approved by Great-West Life.
 6. any period after the person fails to participate or cooperate in a medical or vocational assessment required by Great-West Life.
 7. the scheduled duration of a leave of absence. A leave of absence is considered to start on the date agreed upon by the employee and the employer.

This exclusion does not apply to any portion of a period of maternity leave during which the person is disabled as a result of pregnancy. If a child is born before a period of maternity leave is scheduled to start, the leave is considered to start on the date of birth.
 8. any period in which the person is outside Canada. This exclusion does not apply during the first 30 days of an absence, or if Great-West Life pre-authorized the absence prior to the person's departure.

BENEFIT PROVISIONS - LTD

- incarceration, confinement, imprisonment
 - war, insurrection, riots
9. any period of incarceration, confinement, or imprisonment by authority of law.
 10. disability arising from war, insurrection or voluntary participation in a riot.

CLAIM PROVISIONS

NOTICE OF DISABILITY CLAIM

The following provisions describe Great-West Life's notice of disability claim requirements.

- life waiver of premium claims

Great-West Life will not be liable for life insurance waiver of premium claims for which initial notice of the qualifying disability is submitted more than 6 months after the earlier of:

1. the end of the period following the date the employee was last actively at work equal to the waiver of premium waiting period; and
2. the date this policy terminates.

A qualifying disability is one that satisfies the definition of disability under this policy's life insurance waiver of premium benefit.

- LTD claims

To permit prompt assessment, initial notice of a long term disability income claim should be submitted to Great-West Life no later than 30 days after disability starts.

Great-West Life will not be liable for long term disability income claims for which initial notice is submitted more than 3 months after the earlier of:

1. the end of the waiting period; and
2. the date this policy terminates.

PROOF OF CLAIM

The following provisions describe Great-West Life's proof of claim requirements.

- death benefits

Death benefits under this policy will be paid only after Great-West Life has received satisfactory proof that payment is due.

- life waiver of premium benefits

Life insurance waiver of premium benefits under this policy will only be approved for periods for which Great-West Life has received satisfactory proof that the employee is entitled to benefits.

CLAIM PROVISIONS

- LTD benefits

Long term disability income benefits under this policy will only be payable for periods for which Great-West Life has received satisfactory proof that the employee is entitled to benefits.

- claimant responsibility

The claimant must provide information required to prove his entitlement to benefits and must also authorize Great-West Life to obtain information from other sources for this purpose.

- time limits

Whenever Great-West Life requests information or authorization on a disability claim, it must be submitted within the following time limits:

 1. 3 months for a long term disability income claim; or
 2. 6 months for a life insurance waiver of premium claim.

If it is not submitted within this time, Great-West Life will not be liable for any further benefits.

NOTICE OF DISABILITY ASSESSMENT

Great-West Life will give the employee a written notice of assessment on a life insurance waiver of premium claim or a long term disability income claim showing:

1. whether or not benefits have been approved;
2. whether or not further information is required; and
3. if benefits have not been approved, the reasons for denial and the procedures the employee may follow to appeal.

CLAIM PROVISIONS

OVERPAYMENT

If a person's benefits are overpaid he is responsible for repayment within 6 months, or within a longer period if agreed to by Great-West Life. If he fails to fulfill this responsibility, further benefits will be withheld until the overpayment is recovered. This does not limit Great-West Life's right to use other legal means to recover the overpayment.

SUBROGATION AND RIGHT OF RECOVERY

Where permitted by law, Great-West Life has full rights of subrogation with respect to damages for loss of income when responsibility for a person's disability may be attributable to another party. Great-West Life also has the right to recover from the person any benefits paid under this policy for loss of income for which he has been indemnified by the other party. However, Great-West Life has no obligation under this policy to exercise its rights of recovery and subrogation.

LEGAL ACTIONS

No legal action to recover benefits under this policy can be introduced:

1. for 60 days after notice of claim is submitted; or
2. more than 2 years after a benefit has been denied.

- exception

This provision does not apply to life insurance.

GENERAL PROVISIONS

CURRENCY

All money payable under this policy will be in Canadian funds.

FURNISHING OF INFORMATION: ACCESS TO RECORDS

Upon request, the Group Policyholder must forward to Great-West Life:

1. required information on the eligibility of employees;
2. employee applications;
3. details relating to changes in insurance; and
4. information required for assessment of claims, including job information.

Great-West Life has the right to inspect the Group Policyholder's records relating to employees' insurance. Inspections can take place while this policy is in force and during the first year after it terminates.

For long term disability claim assessments, Great-West Life has the right to have representatives visit an employee's worksite to obtain information about his job.

All requests, notices, applications, and claims must be made to Great-West Life in writing.

Great-West Life will not be liable for the Group Policyholder's failure to supply required information or records.

GENERAL PROVISIONS

MEDICAL AND VOCATIONAL ASSESSMENTS

Great-West Life has the right to conduct necessary investigations relating to applications or claims, and to obtain independent medical or vocational assessments if required. Great-West Life must also be given the opportunity to examine the person for whom an application or claim is made as often as it may reasonably require during the course of an investigation or assessment.

Great-West Life will not assume the cost of assessment or investigation in connection with a late application. Great-West Life may assume the cost of other assessments or investigations according to its administrative practices at the time of application or claim.

MISSTATEMENT OF AGE

Great-West Life may request proof of a person's age at any time. If his age has been misstated, entitlement to insurance and benefits will be determined according to his true age.

If premiums have been underpaid for a person's true age, a retroactive adjustment must be paid by the Group Policyholder before any benefits will be paid or continued.

If premiums have been overpaid for a person's true age, Great-West Life will pay or credit a retroactive adjustment to the Group Policyholder.

GENERAL PROVISIONS

DISCLOSURE PROVISIONS

1. This policy will be available through the Group Policyholder for review by employees. Great-West Life, at its discretion, may release a copy of this policy in order to settle claims.
2. If asked to do so within 2 years after notification of a decision concerning insurance or benefits, Great-West Life will disclose to the employee the name of each person or organization that provided information concerning his application or claim.
3. If an employee submits written authorization from a person or organization that provided medical information, Great-West Life will disclose the information to the employee or, at Great-West Life's discretion, to the employee's doctor.
4. Great-West Life may, without specific authorization, disclose information about a person's claim to another insurer or benefits administrator if:
 - (a) the information could be relevant to assessment of the claimant's entitlement to other benefits for the same period of time; and
 - (b) the information is given in confidence with the stipulation that it may not be released to another party.

GENERAL PROVISIONS

APPEALS

A person has the right to appeal a denial of all or part of the insurance or benefits described in this policy as long as he does so within 2 years after the denial. An appeal must be in writing and must include the person's reasons for believing the denial to be incorrect.

CONFORMITY TO LEGISLATION

If this policy does not conform to legislation that governs it, it is considered automatically amended to comply with the minimum requirements of that legislation.

NON-PARTICIPATING

This is a non-participating policy, meaning that no dividends are payable to an insured.

ASSIGNMENT OF LIFE INSURANCE

An employee may not assign his life insurance under this policy.

GENDER

The words he, him and his refer to both genders.

GENERAL PROVISIONS

ANNUAL EARNINGS

For life insurance, annual earnings is the current annual salary paid by the employer, excluding overtime.

For disability benefits, annual earnings will be those in effect at the start of the disability period and is the current annual salary paid by the employer, including service pay and an average of the previous 12 months of overtime, shift premium and statutory holiday pay.

- service pay, shift premium and statutory holiday pay

Service pay, shift premium and statutory holiday pay as defined in the collective agreement.

- overtime

Regular overtime is overtime that is scheduled on a regular, pre-determined basis.

- earnings limitation

If there is a difference between the actual annual earnings and those reported by the employer for premium purposes, the lesser of the 2 amounts will be considered the annual earnings amount under this policy.

For long term disability income benefits, this limitation will not apply in assessing a person's ability to be gainfully employed.

PREMIUM PROVISIONS

PAYMENT

The first premium is due on the effective date of this policy. After that, premiums are due on the first day of each month. Premiums must be paid by the Group Policyholder at Great-West Life's Head Office. Premiums not paid on time will be in default.

- billing number

Separate billing number 165273 applies to the premium for optional life insurance. Separate billing number 165272 applies to the premium for long term disability income insurance. All other insurance is billed under the group policy number.

GRACE PERIOD

After the first premium has been paid, 60 days of grace are allowed to pay a premium in default. During this time the policy will stay in force. If the premium is not paid by the end of the days of grace this policy will terminate. The Group Policyholder is liable for a pro rata premium for the time this policy is in force during the grace period and for all other unpaid premiums.

CALCULATION: PREMIUM RATE

The amount of each premium is the sum of the premiums for each insured employee calculated at the rate last set by Great-West Life.

- non-smoker rates

Premium rates for optional life insurance are based on the person's age, sex, and smoker/non-smoker status. To qualify for non-smoker rates, a person must not have smoked cigarettes for the last 12 months.

- waiver of premium

No life insurance premium is payable for an employee or his spouse during a disability waiver of premium benefit period.

No premium is payable for an employee's long term disability income insurance during a disability benefit period.

PREMIUM PROVISIONS

- premium payment not a guarantee of coverage

Payment of premium will not cause insurance to take effect or continue if it would not do so according to this policy's insuring provisions.

ADJUSTMENTS

The premium will be adjusted retroactively to reflect changes in insurance amounts. Credits will be given only for the 4 months preceding receipt of notice.

RATE CHANGES

- renewal changes

Great-West Life can change the premium rates on January 1, 2014 or on the first day of any month after that. Written notice will be sent to the Group Policyholder before a change is made. Once a change is made, Great-West Life cannot make another renewal change for 12 months or such other period as may be agreed to by the Group Policyholder.

- changes in rate calculation basis for optional insurance

The premium rates for optional insurance can be changed at any time Great-West Life changes its standard rate calculation basis, but not more than once in a 12-month period. Written notice will be sent to the Group Policyholder before a change is made.

PREMIUM PROVISIONS

- other changes

A rate change can be made at any time if:

1. the policy provisions are changed at the request of the Group Policyholder.
2. the introduction, revision, or repeal of a government law or regulation results in a change in:
 - (a) the benefits payable under this policy; or
 - (b) taxes payable to a government authority.
3. there is a change in the number of employees insured under this policy that exceeds 25% since the last renewal change.

TERMINATION OF THE POLICY

The Group Policyholder may terminate this policy by giving written notice to Great-West Life. Termination by the Group Policyholder will take effect on the later of:

1. the date of termination stated in the written notice; and
2. the date Great-West Life receives the written notice.

Great-West Life may terminate this policy at any renewal date by giving written notice of termination to the Group Policyholder at least 31 days in advance.

This policy will automatically terminate if a premium in default is not paid by the end of the grace period for that premium.

TRANSFER PROVISIONS

Transfer of Insurance

The following provisions apply when insurance for any class of employees takes effect under this policy during the 31 days after similar insurance coverage ends for that class under another group insurance policy.

1. Any person who was covered in the terminating class under the other policy when insurance for that class ended will be insured on the effective date of insurance for that class under this policy, as long as he is then an insurable employee.
 2. Any disabled person whose life insurance disability period began while he was insured under the other policy will be considered the other policy's liability for life insurance.
 3. Any person whose coverage has not been interrupted will be entitled to long term disability income benefits under this policy for a pre-existing condition if:
 - (a) no benefits are payable for that condition under the other policy because of termination of insurance for the employee's class under that policy; but
 - (b) benefits would have been payable under the other policy if insurance for the terminating class had remained in force.
 4. No long term disability income benefits are payable under this policy for a disability period that is covered as a recurrence under the other policy.
- life insurance disability benefits
 - LTD pre-existing condition
 - LTD benefits

TRANSFER PROVISIONS

Transfer of Claims

If the Group Policyholder transfers responsibility for the continuing assessment of existing claims:

1. to Great-West Life, Great-West Life has the right, without the claimant's authorization, to obtain claim records from the previous insurer or benefits administrator.
2. from Great-West Life, Great-West Life has the right, without the claimant's authorization, to disclose claim information to the party assuming responsibility for existing claims.