

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS  
UNION OF CANADA (CEP)  
LOCAL 91-0 (TORONTO TYPOGRAPHICAL UNION)

—and—

MULTIPAK LIMITED

Between:

Dated this 13<sup>th</sup> day of November, 1997

EMPLOYEE	DATE
AGREEMENT	11/13/97
COLLECTIVE	

# TABLE OF CONTENTS

Article	Page
<b>Collective Agreement</b>	
1 Purpose .....	1
2 Recognition .....	1
New Operation or Classification .....	2
3 Union Security .....	3
Discrimination .....	4
4 Union Representation .....	4
Union Leave .....	6
5 Management Rights .....	7
Discharge for Just Cause .....	8
Sub-contractor or Outside Contractors .....	8
6 Seniority .....	9
Transfer and Promotion .....	9
Change of Address .....	10
Students .....	10
Layoffs and Recalls .....	11
Job Postings and Reassignments .....	12
Technology Change .....	14
7 Grievance and Arbitration Procedure .....	15
8 Hours of Work, Overtime and Shift Premiums .....	18
Scheduled Overtime Procedure .....	21
Shift Premium .....	21
One-Shift Cancellation .....	22
Notification of Absence & Return to Work .....	22
9 Holidays .....	22
10 Vacations .....	24
11 Leaves of Absence .....	26
Bereavement Leave .....	26
Jury Service .....	26
Other Leave .....	26

12	No Strikes or Lockouts .....	26
13	Wages and Benefits .....	27
	Lead Hand .....	28
	Tool Replacement .....	28
	Benefits .....	29
	CWA/ITU Pension Plan (Canada) .....	30
14	Bulletin Board .....	31
15	Health and Safety .....	32
16	Termination .....	34
	Schedule "A" & "B" - June 1, 1997 .....	36
	Schedule "A" & "B" - June 1, 1998 .....	39
	Schedule "A" & "B" - June 1, 1999 .....	42
	Letters of Understanding	
	Subject: The 6 <sup>th</sup> & 7 <sup>th</sup> Days of Operation .....	45
	Subject: Chief Steward .....	50
	Subject: Continental Workweek .....	51
	Subject: Overtime Procedure .....	52
	Subject: Ink Person .....	52
	Subject: Training and Development	
	Production Standards and	
	Job Specifications .....	53
	Subject: Pension Contributions .....	54
	Subject: Cancellation of the Weekend Shift .....	54

(hereinafter referred to as the “Union”)

ARTICLE 1—PURPOSE

— 1 —

10/10/2025

10/10/2025

10/10/2025

the employees governed by the Collective Agreement, other than in emergency situations; or for employee training purposes; or when there are no reasonably qualified employees available in the plant.

2.03 The Company shall endeavour to call in qualified people, in order of seniority rotation, prior to actually carrying out any such emergency function. In cases where qualified or reasonably qualified employees are not available, non-bargaining unit employees may cover until qualified employees arrive.

2.04 If the emergency is determined to be more than one week, recall of qualified employees from layoff in order of seniority would be applied.

2.05 Where such emergencies extend beyond five (5) working days, and there are no qualified employees on lay-off, then the affected job classifications shall be subject to the job posting provisions of the Collective Agreement set forth in Article 6.16 provided, however, that the vacancy created by the successful applicant shall also be posted.

#### **New Operation or Classification**

2.06 If, during the life of the Collective Agreement, a new job classification is created; or if the duties of a function undergo substantial change; or if a new task requires the creation of a new job classification, the Company and the Union shall negotiate a relevant classification rate as well as all other applicable working conditions.

2.07 Employees shall be given the opportunity to fill any position created as a result of the application of this Article according to Article 6.16 (Job Posting). However, in the event the Union is not satisfied, it may lodge a grievance in writing addressed to the Plant Manager, and the parties agree to meet within 10 working days in order to try to settle such grievance.

2.08 In the event the parties do not come to an agreement in the course of the above-mentioned procedure, either one of the parties may submit the matter to arbitration in the manner and within the delays provided for in Article 7.

2.09 In rendering a decision, the arbitrator to whom such a grievance was referred shall take the existing job classifications and classification rates into account.

2.10 The arbitrator's decision shall be final and retroactive to the date on which the grievance was submitted.

### **ARTICLE 3—UNION SECURITY**

3.01 It is agreed that all employees shall become and remain members of the Union for the duration of the Collective Agreement and all new employees hired during the life of the Agreement shall become and remain members of the Union.

3.02 Union dues shall be payable from date of hiring, but this in no way gives any person the right to grievance or arbitration as stipulated under Article 6.01.

3.03 The Company shall notify the Chief Steward in writing within 48 hours of the hiring of new employees specifying the name, address, start date, position and starting rate of such individuals.

3.04 The Company shall, during the term of the Collective Agreement, deduct from the wages due each employee covered by the Agreement, the prevailing Union dues and special assessments authorized in writing by the Secretary Treasurer of the Union and remit same to the Union between the 10th and 15th day of the month following which such deduction was made, and shall at the same time submit a list of the employees from whose wages such deduction has been made.

3.05 The Union shall indemnify and save the Company harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as provided by this Article.

3.06 In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee shall be made by the Union.

3.07 Any employee who tenders an initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union shall be deemed to meet the conditions of this Article. All new bargaining unit employees shall be introduced to the Steward on the employee's shift.

#### **Discrimination**

3.08 There shall be no discrimination or constraint against an employee because of membership in the Union or because of any legitimate trade Union activity.

3.09 The Company further recognizes that all employees are protected from discrimination of any kind pursuant to the provisions of the Ontario Human Rights Code.

### **ARTICLE 4—UNION REPRESENTATION**

4.01 Union representation shall consist of a Chief Steward and three (3) Stewards. The Chief Steward, or designated alternate may consult a Union Officer or an aggrieved employee regarding an alleged infraction of the Agreement for a reasonable period of time during working hours, with the approval of the supervisor or designate. Such consent shall not be unreasonably withheld.

4.02 It is understood the aggrieved employee has the same access.

4.03 An employee shall have the option to request the presence of the Chief Steward or a Steward, if called before a representative of the Company for any given reason, and the Company shall obtain the Chief Steward or a Steward if they are immediately available. If neither is available, the affected employee may have another employee attend purely as a witness.

4.04 The Negotiating Committee shall consist of a maximum of four (4) employees of the Company who are bargaining unit members and assigned local Union Representatives.

4.05 For the purpose of negotiations, renewal, amendment and/or conciliation of the Collective Agreement, the Union shall be represented by the Negotiating Committee and Local Union representatives.

4.06 All employees serving on the Negotiating Committee shall be compensated by the Company for time spent during negotiations for contract renewal up to and including a maximum of five (5) meetings and to a maximum of eight (8) hours per meeting day at their regular hourly classification rate.

4.07 The Labour Relations Committee shall be made up of three (3) elected or appointed members from the bargaining unit, and when requested, one (1) Local Union representative, and up to an equal number of Company representatives.

4.08 The Labour Relations Committee is formed to discuss any matter that does not constitute a grievance. The Committee shall review working conditions and present their findings and recommendations to the Company. The Committee shall meet once every three (3) months or sooner as may be mutually agreed on by the parties.

4.09 Employees on the Labour Relations Committee shall be compensated, pursuant to the terms of the Collective



Agreement, for all time spent at meetings with the Company.

4.10 The Union and the Company agree to notify the other party of the names of all committee members and stewards within 30 days of the signing of the Collective Agreement.

**Union Leave**

4.11 Upon 30 days written notice from the Union, the Company may grant a leave of absence for Union business to any employees elected to positions of Union Stewards; or joint committee, in order to attend training or education courses selected by the Union; or to employees elected or appointed to attend Union conferences and conventions. Such leave for Union business shall not be unreasonably denied. The Company shall pay up to a maximum of 10 days (maximum of eight (8) hours per day) per calendar year for approved Leaves of Absence for Union business. Leave approved for employees that is in excess of the 10 days per calendar year shall be unpaid leave.

4.12 Upon 90 days written notice, the Company agrees to grant a leave of absence, without pay or benefits to one employee of the Company, to serve as an elected officer of the CEP for a maximum period of one (1) elected term of office. Service and seniority rights shall continue to accumulate for such employee. Subject to receipt by the Company of 120 days written notice of the employee's desire to return to work, the employee may exercise bumping rights to displace the lowest seniority employee in the plant, in the job classification of General Labour or Janitor. The returning employee shall be paid at the same hourly classification rate for the job classification held prior to their leave, based on the classification schedule in effect at the commencement of the leave of absence.

## ARTICLE 5—MANAGEMENT RIGHTS

5.01 Except as limited by a provision of the Collective Agreement, the Company shall continue to have the undisputed right to take any action it deems appropriate in the management of the Company and direction of the work force. All inherent and common law management functions and prerogatives which the Company has not expressly modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the Company.

5.02 These rights, management functions and prerogatives include but are not limited to:

- a) the right to reprimand, suspend, discharge or otherwise discipline employees for just cause;
- b) hire, direct, promote, demote for just cause, transfer, lay off and recall employees to work;
- c) determine the requirements of a job, labour standards, the qualifications of an employee to perform the work required, starting and quitting times, and the number of hours and shifts to be worked;
- d) maintain the efficiency of employees;
- e) cessation of operations or any part thereof, or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service;
- f) control and regulate the use of machinery, equipment and other property of the Company;
- g) determine the products to be manufactured, the schedules of production, the assignment of work, the size and composition of the work force;
- h) make or change reasonable rules, policies and practices not in conflict with the provisions of the Collective Agreement;

- i) introduce new or improved research, development, production, maintenance, services and distribution methods, materials, machinery and equipment, and;
- j) otherwise, generally manage the Company, direct the work force and establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of the Collective Agreement.

5.03 The Company's non-exercise of any right or function shall not be deemed a waiver of its rights to exercise such right or function.

**Discharge for Just Cause**

5.04 The Company has the right to employ and may discharge for:

- a) incompetence;
- b) neglect of duty;
- c) violation of the Company plant rules, which shall be kept conspicuously posted, and which in no way shall violate the rights of any employee under the law, or be inconsistent with any provisions of the Collective Agreement.

5.05 Article 7.12 shall not apply if just cause under this Article is proven.

**Sub-contractor or Outside Contractors**

5.06 The Company undertakes to not call in sub-contractors or outside contractors other than in cases where it does not have the necessary equipment, machinery or manpower among its employees qualified and available to do the work. Where the Company finds it necessary to subcontract work to outside contractors, the effect of this contracting must never cause the immediate downgrade, displacement, dismissal or lay off of bargaining unit employees during the life of the Collective Agreement.

## ARTICLE 6—SENIORITY

6.01 An employee shall be considered on probation and therefore subject to termination or lay off without notice and without access to the grievance or arbitration procedure until they have worked 60 days. Although probationary employees may be dismissed without cause and without access to the grievance or arbitration procedure with respect to such dismissal, they may nonetheless grieve and arbitrate any other alleged violations of the Collective Agreement during their probationary period. The termination of a probationary employee shall not be arbitrary, discriminatory, or in bad faith.

6.02 Upon satisfactorily completing the probationary period, the employee's name shall be placed on the seniority list posted on the Company bulletin board. Seniority shall date from the beginning of the probationary period.

6.03 Seniority, for the purpose of the Collective Agreement, shall mean the length of continuous service in the employ of the Company, since the last date of hire. Where two or more employees have the same last date of hire, the employee with the lowest clock number (3-digit number for payroll purposes) shall be the more senior.

### **Transfer and Promotion**

6.04 An employee, who is promoted or transferred to a job outside of the bargaining unit, shall retain the seniority acquired in the bargaining unit. Such seniority shall only apply in the case of return to a job classification within the bargaining unit within six (6) months of the promotion or transfer.

6.05 An employee shall lose their seniority and be deemed to have terminated their employment for any of the following reasons:

- a) if the employee voluntarily resigns;

- b) if the employee is discharged and such discharge is not reversed through the grievance and arbitration procedure;
- c) if after a layoff the employee does not report to work within 10 working days of the Company's request sent by registered mail or by messenger;
- d) if the employee overstays a leave of absence or vacation without reason acceptable to the Company;
- e) if the employee absents themselves for three (3) consecutive working days without notifying the Company unless reason satisfactory to the Company is given for both the absence and the lack of notification; or,
- f) if the employee is laid off for a period of time in excess of twelve (12) months.

6.06 An employee shall retain indefinite seniority rights in the case of an industrial accident on the premises provided they can demonstrate full capability in their former function upon their return to work. The Company shall endeavour to provide alternative suitable work that the individual may be capable of performing provided that such a function exists in the bargaining unit.

#### **Change of Address**

6.07 It shall be the duty of employees to notify the Company promptly of any change of their address and phone numbers within five (5) days of any move. If an employee fails to do this, the Company shall not be responsible for failure of a notice to reach such an employee.

#### **Students**

6.08 Students may be employed during the school vacation period, which shall run from May 1st to September 15th. If the Company, in its discretion, decides to hire students, it shall give equal consideration to the student appli-

cations from the children of management and bargaining unit employees.

6.09 All students within the bargaining unit shall **accu-** accumulate seniority for any time worked at the Company. Such accumulated seniority shall be carried over each year into the next consecutive year. This seniority shall be used for the purposes of assigning the appropriate classification rate in the General Labour job classification.

**Layoffs and Recalls**

6.10 The Collective Agreement covers 11 seniority groups. Layoffs and recalls are conducted by seniority groups as follows:

- (1) Printer, printer trainee and press helper;
- (2) Plate mouter, plate preparation person and plate mouter trainee;
- (3) Slitters, rewinders;
- (4)** General labour and Janitor;
- (5)** Material Handler;
- (6) Assistant shipper;
- (7) Laminator operator, laminator operator trainee and laminator helper;
- (8) Maintenance;
- (9) Laboratory Technician;
- (10) Assistant **Ink** Person;
- (11) Student.

6.11 In the event of any lay off, the students shall be laid off prior to any lay off of permanent, regular full-time employees.

6.12 The employee with the least seniority in the affected seniority group shall be laid off first, but may exercise displacement privileges against any employee in the plant with less seniority working in a job classification which they have previously performed, or, in the event no such job is available, then against any less senior employee in the plant employed in a job classification they have the ability to perform. The Company shall provide at least five (5) days written notice of lay off and the Chief Steward shall be given a copy of all lay off notices.

6.13 For purposes of reassignment due to layoff to a job classification for which the classification rate is lower than that of the current job classification, the affected employee shall suffer no reduction in classification rate for a period of 60 working days. After 60 working days the affected employee shall be paid the lower classification rate, in accordance with their years of seniority, to a maximum of the top classification rate for the job classification to which they have been reassigned.

6.14 Employees shall maintain their seniority throughout the lay off process except as defined in Articles 6.05 and 6.11.

6.15 In the event of a permanent lay off the Company shall give as much written notice to the affected employees as practical and shall give a copy to the Union.

#### **Job Postings and Reassignments**

6.16 When there is a permanent position in the bargaining unit that is subject to job posting, notice of the vacancy shall be posted for six (6) consecutive work days during which employees may apply. In such cases, the Company shall be guided in its decision by the following factors:

- a) seniority;
- b) the requirements of the job;
- c) aptitude and ability to meet job requirements.

6.17 In the event the vacancy is filled by an applicant through the posting process, if, in the opinion of the Company, there is a need to fill the vacancy, the job left vacant by the successful applicant shall be posted. The successful candidate shall not move to the posted position until such time as a replacement is trained for the job. Vacancies for General Labour positions shall not be posted, except for shift bids. The Company may still consider other employees to fill vacancies created by transfers to posted jobs provided there is a **mutual** gain for both parties. The Chief Steward shall receive notice of all job postings.

6.18 Whenever Article 6.16 is to be used to fill a permanent vacancy then, prior to a job posting being made, qualified employees shall advance through progression to fill permanent job vacancies within their seniority group in accordance with the job requirements of Article 6.16 and thereafter permanent vacancies shall be posted in accordance with Article 6.16 to enable employees in other seniority groups to apply.

6.19 The Company shall post its decision on the bulletin board within 10 working days from the date of the posting. In cases of refusal, the Company shall give its reasons to the applicants within five (5) working days of the decision as to the successful applicant. The Company shall post all cancelled job postings.

6.20 Printer and laminator operator shall not be posted jobs. A trainee shall be assigned progressively greater amounts of responsibility and shall be designated printer, or laminator operator when judged, by the Company, to be fully capable of, and regularly being required to assume all of the functions and responsibilities of one of these job classifications.



6.21 In regard to posting or promotion, the Company agrees to a period, not to exceed 60 working days, in order to enable the successful applicant or promoted employee to prove their ability to meet the job requirements. If the employee cannot qualify within this time period, in the opinion of the Company, or if the employee is not satisfied, they shall be reinstated in their prior job classification within the same time delay.

6.22 A successful applicant for a posted job with a lower classification rate than the current job classification shall be paid the lesser of, the classification rate based on seniority, or the 24-month classification rate. A successful applicant shall be accelerated through the progression when departmental production standards are reached and maintained.

6.23 An employee who is temporarily assigned to perform work in a job classification for which the classification rate is superior to that of their own job classification shall receive the applicable classification rate of the superior job classification commensurate with their months of seniority with the Company for all hours worked in such superior job classification.

6.24 An employee who is temporarily assigned to a job classification of work for which the classification rate is lower than that of their own job classification shall suffer no reduction in wages during the temporary assignment.

6.25 Temporary for the purpose of Articles 6.23 and 6.24 shall mean that the temporary period shall not exceed 13 weeks, excluding coverage for illness, accident, or an approved Leave of Absence.

**Technology Change**

6.26 In the event that new equipment is introduced into the plant to substitute for existing equipment, senior incumbent employees in the affected job classifications shall be

given the opportunity to fill any positions presented by the introduction of such new equipment.

#### **ARTICLE 7 — GRIEVANCE AND ARBITRATION PROCEDURE**

7.01 Grievances shall be adjusted and settled as follows:

**Step 1** If an employee has a complaint they shall, first, take the matter up with their immediate supervisor in an effort to reach satisfactory resolution. The employee shall be accompanied by the Steward or alternate. The supervisor shall give a written response within two working days following the completion of the shift on which the complaint arose. If a satisfactory resolution is not attained through this step, the aggrieved employee shall proceed through the grievance procedure as outlined below.

**Step 2** The aggrieved employee with the Steward or alternate shall present the grievance in writing to the Supervisor within ten (10) days of the incident or circumstances giving rise to the complaint. If a settlement satisfactory to the employee concerned is not reached the grievance may be presented at Step 3 as follows at any time within five (5) working days thereafter.

**Step 3** The aggrieved employee with the Chief Steward or alternate shall present the grievance in written form to the Production Manager who shall render a decision in writing within five (5) working days following the presentation of the grievance. If a settlement satisfactory to the employee concerned is not reached then the grievance may be presented at Step 4 as follows within five (5) working days thereafter.

**Step 4** The aggrieved employee with the Chief Steward shall submit the written grievance to the Plant Manager, or designate. Company representatives, the aggrieved, and Union representatives shall meet and attempt to settle the griev-

ance within 20 working days of receipt of the written grievance. At this meeting, the aggrieved employee shall be accompanied by the Chief Steward or alternate.

7.02 The Union or the Company may file a policy grievance alleging a violation of the Collective Agreement at the written stage of the grievance procedure under Article 7.01 Step 4. The Union shall file such a grievance where the matter relates to an alleged general violation of the Collective Agreement affecting the rights of the Union or all the members of the bargaining unit and such a grievance shall not be filed in lieu of an individual grievance.

7.03 A grievance shall bear the name of the aggrieved employee, the nature of the grievance, the Article being grieved, the corrective measures suggested as a remedy, and the date. A grievance shall be signed by the Chief Steward, alternate, or Local Union representative and, the aggrieved. No grievance shall be considered inadmissible because of a clerical error or faulty drafting.

7.04 Discharge grievances shall proceed directly to Step 4.

7.05 In the event of continued disagreement, the Union shall advise the Company in writing of its intention to take the matter to arbitration.

7.06 Any written agreement between the Company and the Union at any one of the steps of the grievance procedure or even during arbitration shall be final and conclusive and shall also be binding upon the employees involved.

7.07 The matter shall be referred to a single arbitrator.

7.08 Within 15 working days of the notice provided for in Article 7.05, the parties shall appoint an arbitrator. If the parties are unable to agree, the Minister of Labour shall make the appointment.

tor, except, in the case, where, due to a single incident, more than one grievance received by the Company, requires the same settlement.

7.10 The arbitrator must hear the grievance and the facts which give rise to it, deliberate and render a decision within 30 days following the termination of the hearing. The parties may by mutual consent extend this 30-day delay. The arbitrator's decision cannot be appealed, is executory, and binding upon the parties.

7.11 The arbitrator shall be without jurisdiction to make any decision inconsistent with the Collective Agreement or to alter, modify or amend or substitute any new provisions in the Agreement, nor to apply any concepts or unreasonableness, unfairness or discrimination save where the Collective Agreement so provides.

7.12 The arbitrator may in cases where a serious injustice results from the application of the plant rules and penalties:

- a) maintain the Company's decision;
- b) change, modify or annul the Company's decision;
- c) re-instate the rights of the employee involved, together with compensation for wages and benefits lost, less compensation earned or received during the period of suspension or discharge.

7.13 The arbitrator's fees and expenses shall be borne equally by the Company and the Union.

7.14 No matter shall be submitted to arbitration if it has not been properly carried through all the required steps of the grievance procedure.

7.15 Time limits may be extended upon mutual consent of both parties.

7.16 Employees shall be required to initial copies of all written discipline given to them indicating receipt thereof as opposed to agreeing to the contents. In the event the employee refuses to initial the discipline, then a Union representative shall be required to initial the document thereby indicating that a copy was given to the employee. The Union representative shall not thereby be construed as having agreed to the contents of the discipline.

7.17 When imposing discipline, the Company shall not take into account any record of discipline which occurred more than 12 months prior.

## **ARTICLE 8—HOURS OF WORK, OVERTIME AND SHIFT PREMIUMS**

8.01 This Article only provides the basis for the calculation of time worked, overtime, and shift premiums, and shall not be construed as a guarantee of the hours of work in a day, or a week, or a guarantee of days of work or otherwise, nor a guarantee of working schedules.

8.02 The normal shift shall be eight (8) hours per day, Monday to Friday, except as defined in the Letter of Understanding on Sixth and Seventh Days of Operation. The shift and hours of work may be varied to meet the operational needs of the Company. In the event that it becomes necessary for the Company to schedule work for any employee on a regular workweek inclusive of Saturday and/or Sunday, the Company shall negotiate the matter with the Union. Should the parties be unable to reach agreement, either party may refer the issues to arbitration.

8.03 The present hours of work are 7:00 a.m. to 3:00 p.m. for the day shift, 3:00 p.m. to 11:00 p.m. for the afternoon shift and 11:00 p.m. to 7:00 a.m. for the night shift with

two (2) 15-minute paid break periods and a 20-minute paid lunch break. Employees working on the presses and laminators may take a 5-minute wash-up break during the last 30 minutes of their shift, after being relieved by the incoming shift, where applicable. All presses, laminators and other continuous operation equipment (i.e. equipment running production or in set-up) shall be kept operating during all rest, lunch or wash breaks.

8.04 Outgoing personnel are expected to remain working, until incoming personnel arrive, for up to a period of thirty minutes after the end of their scheduled shift. This shall not apply in the event of equipment or power failure. An employee can leave the plant up to thirty minutes early if their replacement arrives early to replace them.

8.05 An overtime premium of time and one-half an employee's hourly classification rate shall be paid for:

- a) authorized hours worked in excess of eight (8) hours in a day up to 11 hours; and
- b) authorized hours worked up to three (3) hours on a Saturday or on an employee's first scheduled day of rest, as may be applicable.

8.06 An overtime premium of double an employee's hourly classification rate shall be paid for:

- a) authorized hours worked on a statutory holiday as defined herein;
- b) authorized hours worked on Sunday, or on an employee's second scheduled day of rest as may be applicable;
- c) authorized hours worked in excess of 11 on normal days; and for
- d) authorized hours worked in excess of three (3) on a Saturday or on the first scheduled day of rest as may be applicable.

8.07 Employees scheduled to work overtime shall take a one-half hour rest period after working 10 1/2 hours on the same shift. This period shall be paid at the rate of time and one-half the employee's classification rate.

8.08 An employee who receives less than 18 hours notice of a shift change, shall be compensated at the rate of time and one-half the classification rate for the first shift worked on the new shift schedule.

8.09 An employee who is asked to work past the end of the regularly scheduled shift without having been provided with notice by the Company prior to the commencement of such regularly scheduled shift, shall be paid an overtime premium of double an employee's classification rate for such authorized overtime work.

8.10 An employee called at home and reports back for work, not immediately prior to the employee's next shift, shall be paid a guarantee equal to three (3) hours pay at the classification rate plus one (1) hour's pay for call in. It is understood that the employee shall not be paid less than the applicable overtime rates.

8.11 An employee who reports for work at the beginning of the regular shift, who had not been advised in advance not to, shall be offered four (4) hours work in another job classification or at management's discretion shall be paid for four (4) hours at the regular classification rate. An employee who reports for work at the beginning of a scheduled overtime shift on a Saturday, a Sunday, or a statutory holiday who had not been advised in advance not to, shall be offered four (4) hours work in another job classification, or at management's discretion shall be paid for four (4) hours at the applicable overtime rate. However, the provisions of this article shall not apply in the event that no work is available due to a power failure, fire, flood or other conditions beyond the Company's control or when an employee reports for work after an unauthorized absence.

**Scheduled Overtime Procedure**

8.13 An employee may be scheduled and required to perform overtime work and this requirement shall be deemed to be in compliance with the Employment Standards Act of Ontario. The Company shall post for qualified volunteers to work overtime.

1. Overtime opportunity listings shall be posted as soon as is practical with interested employees affirming their interest to work the scheduled overtime by identifying the classification and signing their name, clock number and, if required, their shift preference. If any of the required information is missing, the employee shall not be eligible for the overtime opportunity.
2. The overtime opportunity listing shall indicate when the work is required or expected to be performed, and when the listing shall be removed from the bulletin board. Employees can expect the overtime schedule to be posted not later than Thursday at 2:00 p.m.
3. If an error is made in the scheduled overtime, the employee shall, at the earliest possible time, prior to the overtime being worked, make every reasonable effort to notify the Company. Should the employee not make every reasonable effort to notify the Company of the error prior to the overtime being worked, they shall have no claim to the missed overtime.

**Shift Premium**

8.14 A shift premium of 75 cents per hour shall be paid on the afternoon shift and \$1.00 per hour on the night shift. These premiums shall not be pyramided with overtime.

8.15 An employee scheduled to work a 12-hour shift shall receive the afternoon premium for those hours worked, on the 12-hour shift, that fall within a normal 8-hour afternoon shift, and shall receive the night shift premium for those



hours worked, on the 12-hour shift, that fall within a normal 8-hour night shift.

**One-Shift Cancellation**

**8.16** In the event there is a one-shift cancellation, due to lack of work or materials, or mechanical problems on a piece of equipment, the Company shall:

- a) transfer the affected individual(s) to alternate equipment, at the discretion of management, and/or
- b) place the individual(s) in wrapping, with special goals, and/or
- c) assign the individual(s) to do special housekeeping on their piece of equipment, and/or
- d) assign the individual(s) to do general specified cleaning in the plant.

**Notification of Absence and Return to Work**

**8.17** An employee must keep the Company advised as to the reason for any absence from work and make arrangements with the Company for their return to work. The Company may require a returning employee to produce a doctor's certificate after an absence of two (2) consecutive days. The Company shall reimburse employees for the cost of a doctor's certificate, up to \$10.00 per certificate, to a maximum of \$20.00 per contract year per employee, upon providing an original paid invoice or receipt from the doctor.

**ARTICLE 9—HOLIDAYS**

**9.01** The following days shall be designated as statutory holidays:

	Victoria Day
New Year's Day	Christmas Day
Labour Day	Canada Day
Good Friday	Boxing Day
Thanksgiving Day	Civic Holiday

9.02 The Company shall schedule any statutory holiday that falls on a Saturday on the previous Friday and any holiday that falls on a Sunday on the following Monday. Canada Day shall be observed on the Monday or Friday closest to July 1. Canada Day, July 1, 1998 shall be observed on Friday, July 3, 1998.

9.03 The following days are designated by the Company as plant holidays:

Monday, December 29, 1997  
Tuesday, December 30, 1997  
Wednesday, December 31, 1997  
Monday, December 28, 1998  
Tuesday, December 29, 1998  
Wednesday, December 30, 1998  
Wednesday, December 29, 1999  
Thursday, December 30, 1999

9.04 Should business conditions warrant the need to run machinery, it shall be on a voluntary basis. An employee who has worked any or all of the designated days, may in lieu of taking the plant holiday(s) within the first 90 days of the next year, take eight (8) hours wages at classification rate times the applicable number of days worked.

9.05 A floating holiday may be taken but shall be established by agreement of the Company and the individual employee in the calendar year.

9.06 A seniority employee, on the active payroll, at the time of the holiday, shall be paid for eight (8) hours at the classification rate, exclusive of shift and overtime premiums, for the day of observance of the above designated holidays, provided they have worked the full scheduled shift prior to, and the next full scheduled shift after such holiday. However, an employee with a proven legitimate reason may be excused by the Company from either day.

9.07 An employee shall be granted a grace of half-hour lateness, without phone-in, and a grace of one-hour lateness with phone in, on the last scheduled day prior to and/or the next scheduled working day after such holiday.

#### ARTICLE 10—VACATIONS

10.01 An employee shall be entitled to ~~an~~ annual vacation to be determined in accordance with the employee's years of continuous service with the Company as of the employee's anniversary date.

10.02 Vacation pay shall be calculated on the basis of the employee's total gross earnings for the 12-month period prior to May 1st of the year of entitlement.

10.03 Employees in the five (5), 10 and 17 year categories shall be entitled to the additional vacation for which they qualify on their service anniversary date with pay.

10.04 Vacation pay for any additional vacation entitlement taken prior to shutdown shall be based on the individual's hourly classification rate ~~x~~ 40 hours. The vacation pay issued at shutdown **would** reconcile the outstanding balance due based on the appropriate percentage of gross income applicable minus monies paid for the additional vacation taken prior to shutdown. For five (5), 10 and 17 year service anniversary dates falling after the shutdown, the employee would receive an additional two percent (2%) of their gross income based on the same 12-month period ending May 1st of the year of entitlement.

10.05 The additional vacation due to the anniversary date must be taken before the end of the calendar year of entitlement.

10.06 Vacation entitlement shall be determined as follows:

<b>Length of Continuous Service</b>	<b>Rate of Vacation Pay</b>	<b>Length of Vacation Period</b>
Less than one (1) year	4%	One (1) day per month (maximum 10 days)
One (1) year but less than five (5) years	4%	Two (2) weeks
Five (5) years but less than 10 years	6%	Three (3) weeks
10 years but less than 17 years	8%	Four (4) weeks
17 years or more	10%	Five (5) weeks

10.07 The Company may schedule a plant shutdown during the months of July and August, for vacation purposes and must give employees advance notice by January 15th of each year of the contract of such a shutdown. It is agreed that, at least two (2) consecutive weeks of vacation may be taken by employees, with sufficient entitlement, during July and **August**, based on seniority and operational requirements. This may be in the form of a plant shutdown.

10.08 Any vacation entitlement beyond that period shall be based on employee preference in order of seniority, subject to the judgement of the Company as to the business requirements in each department. Business requirements shall not be utilized to allow a junior employee to have preference over a senior employee in the same job classification.

10.09 A form shall be posted by the Company, between January 1st and April 1st, for the selection of vacation days. During this period, employees shall note on the list their first and second choice of dates. The Company shall determine the vacation dates for these employees and shall post its final decision on April 15th at the latest.

## ARTICLE 11—LEAVES OF ABSENCE

### **Bereavement Leave**

11.01 The death of a spouse or child shall entitle a seniority employee to a bereavement leave of five (5) days with pay.

11.02 Death of a father, mother, grandchild, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather and grandmother shall entitle a seniority employee to a bereavement leave with pay of up to three (3) days. The Company shall consent to two (2) further non-paid days if necessary when requested. Proof may be required when requested.

11.03 It is understood and agreed that this Article applies to any and all co-habitants and common-law relationships.

### **Jury Service**

11.05 The Company shall pay an employee, who is required for jury service or subpoenaed as a Crown witness, for each day of service, the difference between the regular classification rate for the number of hours normally worked on the regular shift and payment received for jury or Crown witness service. The employee shall present proof of jury service from the court, showing the date(s), the time(s), and the amount of pay received.

### **Other Leave**

11.06 At the employee's written request, the Company may grant a leave of absence without pay for any reason deemed reasonable to the Company.

## ARTICLE 12—NO STRIKES OR LOCKOUTS

12.01 The parties hereto agree that there shall be no strikes or lockouts during the life of the Collective Agreement.

12.02 An employee may refuse work originating directly from a printing shop on legal strike or lockout in the Prov-

ince of Ontario. However, before any operation is interrupted, the Company and the Union must meet within 24 hours of a request by either one of the parties in order to discuss the situation.

#### **ARTICLE 13—WAGES AND BENEFITS**

13.01 The hourly classification rates, which the Company agrees to pay for the duration of the Collective Agreement, appear in Schedule “A” and Schedule “B” which form an integral part of the Agreement.

13.02 The employee’s weekly wages shall be paid by means of direct deposit on Thursday each week.

13.03 **A** Direct Deposit Slip shall be issued each week, and shall include the following information.

- a) Name of the Company
- b) Employee name and surname
- c) Pay date and work period corresponding to the pay
- d) Number of hours worked at the classification rate
- e) Number of overtime hours
- f) Classification rate or rates
- g) Gross wages
- h) Nature and amount of deductions including Union dues
- i) Net wages.

13.04 The progression steps contained in Schedule “A” and Schedule “B” are considered automatic minimum classification rates where ability warrants and the employee has accrued the appropriate time interval as on the job seniority. Absences in excess of more than a six-week period for any reason may defer the progression increase by an equivalent amount of time.

13.05 In the event that an employee is to be detained at a classification rate due to unsatisfactory work performance, the Company agrees to give the Union at least seven (7) days advance notice.

13.06 The Company may hire over the starting classification rate for a job classification or grant superior advancement within a job classification where previous experience or performance so warrants.

**Lead Hand**

13.07 A lead hand is an employee who, at the Company's expressed request directs, supervises and distributes work to a group of employees and whose supervisory functions do not already form part of the functions of the job classification.

13.08 A lead hand is chosen by the Company, from among employees of the highest classification rate within the affected seniority group.

13.09 A lead hand shall not have the right to discipline employees.

13.10 A premium of \$1.00 per hour minimum shall be paid to a lead hand appointed hereunder in addition to the current classification rate. The Company shall post the names of all lead hands.

13.11 A premium of \$1.25 to the Printer and 63 cents to the helper shall be paid for each hour worked on the PC1 press while the press is running in-line lamination or in-line cold seal. Overtime premiums shall only apply to an employee's hourly classification rate.

**Tool Replacement**

13.12 The Company agrees to replace the personal tools of employees broken at work. It shall also replace all tools lost or damaged as a result of fire.

**Benefits**

13.13 The Company agrees for the term of the Collective Agreement to maintain and improve both, the present insurance coverage and the rate of contribution for active employees as outlined below.

13.14 Sickness and accident coverage whereby a covered employee who has completed three (3) months' employment with the Company and who is absent from work due to sickness or injury established to the satisfaction of the Company, and who is not in receipt of benefits from the Workers' Compensation Board, receives weekly benefits during such absence on the basis of 66-2/3% of their weekly earnings in the week immediately prior to their absence to a maximum of \$521.00 per week on a first day hospitalization and accident and after fifth day sickness twenty-six week formula. Effective June 1, 1997, the Company shall contribute 80% of the cost to employees for such coverage.

13.15 The Company shall contribute 100% of the cost to employees for extended health insurance coverage which provides semi-private hospital care and drug benefits along with other benefits.

13.16 Accidental death and dismemberment insurance and life insurance of \$25,000.00. Effective June 1, 1997, the Company shall contribute 80% of the cost to employees for such coverage.

13.17 The Company shall comply with the provisions of the Ontario Employer's Health Tax (formerly O.H.I.P.).

13.18 All active seniority employees shall be eligible to participate in the Company Dental Plan. Effective June 1, 1997, the Company shall contribute 75% of the premium cost to employees based on the current O.D.A. rates. Effective June 1, 1998, the Company Dental Plan shall be improved to include 50% coverage, up to an annual maximum of \$2,000, for restorative care, i.e. dentures, caps,



crowns and bridgework. An annual deductible of \$50.00 for single coverage and \$100.00 for family coverage shall apply to the restorative care portion of the Company Dental Plan.

13.19 Effective January 1, 1998 all active seniority employees shall be eligible for benefits under the Company Vision Plan. The Company shall contribute 100% of the premium cost to employees for vision coverage. Vision coverage shall provide a maximum of \$150.00 per family member once every 24 months.

13.20 In consideration of the above level of benefits it is agreed that the employees' share of any refund that may be received from the Employment Insurance commission shall be transferred to the Company and applied against the cost of benefits.

13.21 The Company may change carriers for these plans to maintain satisfactory service and economy. However, in the event of such a change the Company shall maintain a level of benefits that are essentially equivalent.

**CWA/ITU Pension Plan (Canada)**

13.22 The Company agrees to contribute to the CWA/ITU Pension Plan (Canada) (herein after sometimes referred to as the "Plan") 3.75% of gross wages earned for each employee covered by this Agreement for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Company and other contributing employees. Effective June 1, 1999 the Company contribution shall be increased to 4.0%. Contributions shall be made for any shift for which an employee receives compensation (e.g. sick leave vacations, holidays, disability insurance, bereavement leave, jury duty). The Plan is administered jointly by Union and Company Trustees.

13.23 Contributions shall be made by cheque, money order or similarly recognized medium of exchange and shall be made payable **to** the CWA/ITU Pension Plan (Canada) and **shall** be forwarded to P.O. Box 8992, Postal Station **A**, Toronto, Ontario M5W 2C5 (or to such other corporate trustee as may be designated by the Trustees of the Plan) no later than the 20th of the following calendar month for which contributions are due.

13.24 Title to all monies paid into the Plan shall be vested, and shall be held exclusively by the Trustees in trust for use in providing the benefits under the Plan and paying its expenses.

13.25 The Company recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Company further agrees that the Union shall have the right to collect reasonable attorney's fees and expenses incurred in connection therewith. The Company shall supply to the Chief Steward a copy of either the Union representative's copy of Negotiated Pension Plan remittance forms or a copy of the Company's print-out forms on a monthly basis.

13.26 Unless otherwise explicitly agreed in writing, benefits provided by contributions to the CWA/ITU Pension Plan (Canada) Pursuant to this section shall be in addition to all other benefits heretofore provided by the Company and/or by any Plan or Trust to which the Company has made contributions.

#### **ARTICLE 14—BULLETIN BOARD**

14.01 The Company shall provide a bulletin board installed in the lunchroom for the exclusive use of the Union. Use of this bulletin board shall be restricted to the posting of

notices previously approved by the Company through the manager or designate.

14.02 The Union agrees that no pamphlets, handbills or other publications shall be distributed on the premises of the Company without management's prior written approval.

14.03 The following types of notices may be posted without the Company's prior approval:

- a) Notices of social recreational activities of the Union.
- b) Notices of elections or election results.
- c) Notices of Union meetings or any other similar Union activity.

14.04 The employer shall provide a lock for the Chief Steward to protect Union literature from vandalism.

#### **ARTICLE 15—HEALTH AND SAFETY**

15.01 In order to assist the Company to continue to make adequate provision for the safety and health of the employees during the hours of employment, a Health and Safety Committee consisting of two (2) representatives of the employees and two (2) representatives of the Company shall be maintained. It shall be the function of the Health and Safety Committee to assist the Company in obtaining the cooperation of employees in observing safety practices and to continue to maintain a high standard of cleanliness and sanitation and to make necessary recommendations to management. The Company shall advise the Health and Safety Committee of all accidents arising out of the employment of members in the bargaining unit and supply each member of the Committee with copies of all written reports pertaining to such accidents.

15.02 It is understood that the responsibility for the operation of the plant rests wholly on the Company and it is

agreed that the Health and Safety Committee acts only in an advisory capacity. It is recognized however that by virtue of the Occupational Health and Safety Act of Ontario, management, the Union and bargaining unit employees have an obligation to provide safety in the plant.

15.03 The joint Health and Safety Committee shall meet at least five times per calendar year or more frequently where it is jointly agreed to be desirable and minutes shall be taken of the meetings.

15.04 The Company agrees to continue its practice in the supply of safety and protective equipment and agrees to subsidize the purchase of safety shoes or boots to a maximum of \$105.00 for one (1) pair per contract year except for employees working on presses or laminators, the janitor and maintenance employees. These employees would be subsidized to a maximum of \$105.00 per pair up to two (2) pairs per contract year. Probationary employees shall only receive this subsidy after having worked 60 days provided there is still three (3) months remaining in any contract year. Seniority employees must work at least six (6) months in any contract year in order to qualify. Effective June 1, 1998, the safety shoe or boot allowance shall be increased to \$110.00.

15.05 As a condition of employment, employees shall wear Company approved safety glasses in designated work areas/functions. The Company shall be the sole source of nonprescription and prescription safety glasses.

15.06 For non-prescription safety glasses, the Company shall supply safety glasses, at no cost to an employee required to perform work in a designated area or function, and such glasses shall remain the property of the Company.

15.07 For employees requiring prescription safety glasses, the Company shall supply one (1) pair, at no cost to an employee required to perform work in a designated area or

~~function~~, upon presentation of a revised prescription, or one (1) pair annually, whichever occurs less frequently, except as provided in Article 15.08 below. Such glasses shall thereafter be the sole property of the employee. A prescription for safety glasses shall be accepted by the Company when the prescription is based on an examination made by a qualified eye doctor within the preceding two (2) years. The Company shall not be obligated to pay any part of the cost resulting from a prescription for non-standard frames, special temples, tinted or any other type of special glasses not required by reason of the employee's work at the Company.

15.08 **When** the nature of an employee's work results in damage to either non-prescription or prescription safety glasses to the extent that the Supervisor recommends replacement, the replacement cost shall be borne by the Company.

#### ARTICLE 16—TERMINATION

16.01 Notice of termination of this Agreement or, of intention to negotiate amendments to this Agreement may be given by either contracting party at least 30 days but not earlier than 90 days before its termination.

16.02 Negotiations if requested shall commence within 15 days after the date on which notice that negotiations have been requested has been given or as may otherwise be agreed.

16.03 This Agreement shall become effective as of June 1, 1997 and shall continue in effect until May 31, 2000 and ~~shall continue~~ in effect for one (1) year thereafter unless either party gives written notice to the other party of their intention to enter into negotiations for the purpose of amending, revising or terminating this Agreement. Such notice shall be given within a period of no more than 90 days nor less than 30 days prior to the date of termination and fail-

ing same, this Agreement shall continue in effect for one (1) further year.

16.04 In witness whereof each of the parties has caused this Agreement to be signed by its duly authorized representatives.

**Multipak Ltd.**

**CEP Local 91-O**

*R. McLean*

*J. Bellamy*  
*[Signature]*  
*Paul Evans*  
*Aimee Rutheford*  
*A.G. Foster*  
*Dean Nistrand*

**SCHEDULE "A"\***  
**JOB CLASSIFICATIONS AND CLASSIFICATION (WAGE) RATES - EFFECTIVE JUNE 1,**  
**1997 REFLECTING THE 1.0% INCREASE**

<b>Job Classification</b>	<b>Start Rate</b>	<b>3 Mos.</b>	<b>6 Mos.</b>	<b>9 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>	<b>42 Mos.</b>	<b>48 Mos.</b>
Maintenance	15.91	16.35	16.84	17.25	17.74	18.36	19.06	19.75	20.42	21.33	22.68
Printer							17.82	18.52	19.19	20.09	21.84
Printer - PC3							18.32	19.02	19.69	20.59	22.34
} Laminator Operator							17.82	18.52	19.19	20.09	21.84
ym Plate Mounter							17.82	18.52	19.19	20.09	21.27
Rewinder	12.37	12.81	13.26	13.76	14.17	14.88	15.54	16.21	16.91	17.82	19.87
Slitter	12.37	12.81	13.26	13.76	14.17	14.88	15.54	16.21	16.91	17.82	19.87
Plate Preparation					15.32	16.00	16.70	17.36	18.05	18.96	19.61
Assistant Ink Person					15.32	16.00	16.70	17.36	18.05	18.96	19.61
Printer Trainee					15.32	16.00	16.70	17.36	18.05	18.96	
Laminator Trainee					15.32	16.00	16.70	17.36	18.05	18.96	
Plate Mounter Trainee	12.37	12.81	13.26	13.76	15.32	16.00	16.70	17.36	18.05	18.96	
Assistant Shipper	12.37	12.81	13.26	13.76	14.17	14.88	15.54	16.21	16.91	17.82	18.49

SCHEDULE "A" (Con't)											
Job Classification	Start Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.
Laminator Helper	12.37	12.81	13.26	13.76	14.31	15.02	15.70	16.33	17.80		
Material Handler	12.37	12.81	13.26	13.76	14.17	14.88	15.54	16.21	17.69		
Press Helper	12.37	12.81	13.26	13.76	14.31	15.02	15.70	16.33	17.04		
Press Helper - PC3	12.62	13.06	13.51	14.01	14.56	15.27	15.95	16.58	17.29		
General Labour	12.37	12.81	13.26	13.76	14.17	14.88	15.54	16.21	16.91		
Janitor	12.37	12.81	13.26	13.76	14.17	14.88	15.54	16.21	16.91		
Laboratory Technician	13.29	13.67	14.07	14.48	14.91	15.34	15.78	16.24	16.41	16.71	17.41

\* All employees who were actively employed by the Company prior to August 31, 1994 will be paid the appropriate wage rate in accordance with Schedule " A for the job classification in which they are working for the duration of this Agreement.

\*\* Effective March 2, 1998 the 36-month rate for Press Helper & Press Helper-PC3 shall be increased 38 cents (to \$17.42, 17.67 respectively)



**SCHEDULE "B"\*\*\***  
**JOB CLASSIFICATIONS AND CLASSIFICATION (WAGE) RATES - EFFECTIVE JUNE**  
**1, 1997 REFLECTING THE 1.0% INCREASE**

<b>Job Classification</b>	<b>Start Rate</b>	<b>3 Mos.</b>	<b>6 Mos.</b>	<b>9 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>
Slitter/Rewinder	12.37	12.81	13.26	13.76	14.17	14.88	15.53	16.21	16.91
Press & Laminator Helper	12.37	12.81	13.26	13.76	14.31	15.02	15.69	16.33	
Press Helper - PC3	12.62	13.06	13.51	14.01	14.56	15.27	15.94	16.58	
Material Handler	12.37	12.81	13.26	13.76	14.17	14.88	15.53	16.21	
General Labour/Janitor	10.04	10.95	11.87	12.79	13.70	14.62			

\*\*\* All employees hired after August 31, 1994 will be paid the Schedule "B" wage rates when they are working in a job classification listed in Schedule "B".

SCHEDULE "A"*											
JOB CLASSIFICATIONS AND CLASSIFICATION (WAGE) RATES - EFFECTIVE											
JUNE 1, 1998 REFLECTING THE 1.5% INCREASE											
Job Classification	Start Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.
Maintenance	16.15	16.60	17.09	17.51	18.01	18.64	19.35	20.05	20.73	21.65	23.02
Printer							18.09	18.80	19.48	20.39	22.17
Printer - PC3							18.59	19.30	19.98	20.89	22.67
Laminator Operator							18.09	18.80	19.48	20.39	22.17
Plate Mounter							18.09	18.80	19.48	20.39	21.59
Rewinder	12.56	13.00	13.46	13.97	14.38	15.10	15.77	16.45	17.16	18.09	20.17
Slitter	12.56	13.00	13.46	13.97	14.38	15.10	15.77	16.45	17.16	18.09	20.17
Plate Preparation					15.55	16.24	16.95	17.62	18.32	19.24	19.90
Assistant Ink Person					15.55	16.24	16.95	17.62	18.32	19.24	19.90
Printer Trainee					15.55	16.24	16.95	17.62	18.32	19.24	
Laminator Trainee					15.55	16.24	16.95	17.62	18.32	19.24	
Plate Mounter Trainee	12.56	13.00	13.46	13.97	15.55	16.24	16.95	17.62	18.32	19.24	
Assistant Shipper	12.56	13.00	13.46	13.97	14.38	15.10	15.77	16.45	17.16	18.09	18.77
Laminator Helper	12.56	13.00	13.46	13.97	14.52	15.25	15.94	16.57	18.07		

SCHEDULE "A" (Con't)											
Job Classification	Start Rate	3 Mos.	6 Mos.	9 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	42 Mos.	48 Mos.
Material Handler	12.56	13.00	13.46	13.97	14.38	15.10	15.77	16.45	17.96		
Press Helper**	12.56	13.00	13.46	13.97	14.52	15.25	15.94	16.57	17.68		
Press Helper - PC3**	12.81	13.25	13.71	14.22	14.77	15.50	16.19	16.82	17.93		
General Labour	12.56	13.00	13.46	13.97	14.38	15.10	15.77	16.45	17.16		
Janitor	12.56	13.00	13.46	13.97	14.38	15.10	15.77	16.45	17.16		
Laboratory Technician	13.99	14.38	14.78	15.20	15.63	16.07	16.52	16.98	17.16	17.46	18.17

\* All employees who were actively employed by the Company prior to August 31, 1994 will be paid the appropriate wage rate in accordance with Schedule "A" for the job classification in which they are working for the duration of this Agreement.

\*\* Effective September 7, 1998 the 36-month rate for Press Helper & Press Helper-PC3 shall be increased 39 cents (to \$18.07 & 18.32 respectively)

**SCHEDULE "B"\*\*\***  
**JOB CLASSIFICATIONS AND CLASSIFICATION (WAGE) RATES - EFFECTIVE JUNE 1,**  
**1998 REFLECTING THE 1.5% INCREASE**

<b>Job Classification</b>	<b>Start Rate</b>	<b>3 Mos.</b>	<b>6 Mos.</b>	<b>9 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>
Slitter/Rewinder	12.56	13.00	13.46	13.97	14.38	15.10	15.76	16.45	17.16
Press & Laminator Helper	12.56	13.00	13.46	13.97	14.52	15.25	15.93	16.57	
Press Helper - PC3	12.81	13.25	13.71	14.22	14.77	15.50	16.18	16.82	
Material Handler	12.56	13.00	13.46	13.97	14.38	15.10	15.76	16.45	
General Labour/Janitor	10.19	11.11	12.05	12.98	13.91	14.84			

\*\*\* All employees hired after August 31, 1994 will be paid the Schedule "B" wage rates when they are working in a job classification **listed** in Schedule "B".

**SCHEDULE "A"\***  
**JOB CLASSIFICATIONS AND CLASSIFICATION (WAGE 1 RATES - EFFECTIVE JUNE 1, 1999 REFLECTING THE 2.0% INCREASE)**

<b>Job Classification</b>	<b>Start Rate</b>	<b>3 Mos.</b>	<b>6 Mos.</b>	<b>9 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>	<b>42 Mos.</b>	<b>48 Mos.</b>
Maintenance	16.47	16.93	17.43	17.86	18.37	19.01	19.74	20.45	21.14	22.08	23.48
Printer							18.45	19.18	19.87	20.80	22.61
Printer - PC3							18.95	19.68	20.37	21.30	23.11
Laminator Operator							18.45	19.18	19.87	20.8	22.61
Plate Mounter							18.45	19.18	19.87	20.80	22.02
Rewinder	12.81	13.26	13.73	14.25	14.67	15.40	16.09	16.78	17.50	18.45	20.57
Slitter	12.81	13.26	13.73	14.25	14.67	15.40	16.09	16.78	17.50	18.45	20.57
Plate Preparation					15.86	16.56	17.29	17.97	18.69	19.62	20.30
Assistant Ink Person					15.86	16.56	17.29	17.97	18.69	19.62	20.30
Printer Trainee					15.86	16.56	17.29	17.97	18.69	19.62	
Laminator Trainee					15.86	16.56	17.29	17.97	18.69	19.62	
Plate Mounter Trainee	12.81	13.26	13.73	14.25	15.86	16.56	17.29	17.97	18.69	19.62	
Assistant Shipper	12.81	13.26	13.73	14.25	14.67	15.40	16.09	16.78	17.50	18.45	19.15
Laminator Helper	12.81	13.26	13.73	14.25	14.81	15.56	16.26	16.90	18.43		

**SCHEDULE "A" (Con't)**

<b>Job Classification</b>	<b>Start Rate</b>	<b>3 Mos.</b>	<b>6 Mos.</b>	<b>9 Mos.</b>	<b>12 Mos.</b>	<b>18 Mos.</b>	<b>24 Mos.</b>	<b>30 Mos.</b>	<b>36 Mos.</b>	<b>42 Mos.</b>	<b>48 Mos.</b>
Material Handler	12.81	13.26	13.73	14.25	14.67	15.40	16.09	16.78	18.32		
Press Helper	12.81	13.26	13.73	14.25	14.81	15.56	16.26	16.90	18.43		
Press Helper - PC3	13.06	13.51	13.98	14.50	15.06	15.81	16.51	17.15	18.68		
General Labour	12.81	13.26	13.73	14.25	14.67	15.40	16.09	16.78	17.50		
Janitor	12.81	13.26	13.73	14.25	14.67	15.40	16.09	16.78	17.50		
Laboratory Technician	14.27	14.67	15.08	15.50	15.94	16.39	16.85	17.32	17.50	17.81	18.53

\* All employees who were actively employed by the Company prior to August 31, 1994 will be paid the appropriate wage rate in accordance with Schedule "A" for the job classification in which they are working for the duration of this Agreement.

**SCHEDULE "B"\*\*\***  
**JOB CLASSIFICATIONS AND CLASSIFICATION (WAGE) RATES - EFFECTIVE JUNE 1, 1999 REFLECTING THE 2.0% INCREASE**

<b>Job</b>	<b>Start</b>	<b>3</b>	<b>6</b>	<b>9</b>	<b>12</b>	<b>18</b>	<b>24</b>	<b>30</b>	<b>36</b>
<b>Classification</b>	<b>Rate</b>	<b>Mos.</b>	<b>Mos.</b>	<b>Mos.</b>	<b>Mos.</b>	<b>Mos.</b>	<b>Mos.</b>	<b>Mos.</b>	<b>Mos.</b>
Slitter/Rewinder	12.81	13.26	13.73	14.25	14.67	15.40	16.08	16.78	17.50
Press & Laminator Helper	12.81	13.26	13.73	14.25	14.82	15.55	16.24	16.91	
Press Helper - PC3	13.06	13.51	13.98	14.50	15.07	15.80	16.49	17.16	
Material Handler	12.81	13.26	13.73	14.25	14.67	15.40	16.08	16.78	
General Labour/Janitor	10.39	11.33	12.29	13.24	14.19	15.14			

\*\*\* All employees hired after August 31, 1994 will be paid the Schedule "B" wage rates when they are working in a job classification listed in Schedule "B".

**LETTER OF UNDERSTANDING AND  
AGREEMENT**

Dated: September 10, 1997

**Subject: The Sixth and Seventh Days of Operation It being agreed that unless specified in this Letter of Understanding, the Collective Agreement shall prevail.**

**ARTICLE 6— SENIORITY**

6.01 For determination of the probationary period, a sixth and seventh days of operation employee shall be considered probationary until they have completed 20 complete weekends.

6.02 An employee shall lose their seniority and be deemed to have terminated their employment for any of the following reasons:

- a) If, after a layoff, the employee does not report to work within two **(2)** complete weekends of the Company's request sent by registered mail or by messenger.
- b) If an employee is absent for one (1) complete weekend without notifying the Company unless reason satisfactory to the Company is given for both the absence and the lack of notification.

6.03 **All** cross training of employees must continue while the sixth and seventh days of operation is in effect so that employees' seniority rights shall be protected.

**Job Postings and Reassignments**

6.04 All new job openings for the sixth and seventh days of operation shall be posted in accordance with the Collective Agreement and the following.

- a) For the purposes of implementing the sixth and seventh days of operation, the helper job classification shall be based on plant seniority. The Union agrees not to



file a grievance arising from this posting. In the event that an operator posts for the helper vacancy, the operator would be given the helper job classification, but would not move until a satisfactory replacement had filled the original operator's position. Any vacancy, resulting from this posting, may be filled by the Company in any way it deems proper.

- b) With respect to the amount of time before the operator may move to the helper job classification, the Company agrees to make its best efforts to satisfactorily fill the vacant operator's position within 60 working days. The Company undertakes to move the operator to the helper job classification no later than six (6) months following the hire/promotion date of the replacement operator.

6.05 In regard to posting or promotion the Company agrees to a period, not to exceed 20 continuous complete weekends worked, in order to enable the successful probationary applicant or promoted employee to prove their ability to meet the job requirements. If an employee cannot qualify within this time period or if they are not satisfied, they shall be reinstated in their prior job classification within the same time delay. There shall be no such period for any shift posting for non-probationary employees who are already qualified, to perform the work.

#### **ARTICLE 8—HOURS OF WORK, OVERTIME & SHIFT PREMIUMS**

8.01 The sixth and seventh days of operation hours of work shall be:

Day 1 Friday Night Shift	11 p.m. - 11 a.m.
Day 1 Saturday Day Shift	11 a.m. - 11 p.m.
Day 2 Saturday Night Shift	11 p.m. - 11 a.m.
Day 2 Sunday Day Shift	11 a.m. - 11 p.m.

8.02 These hours shall be paid as defined in Article 13 of this Letter of Understanding.

8.03 ~~A shift premium of \$58 shall be paid for all regular~~ hours paid. These premiums shall not be pyramided with overtime. This is an average rate in lieu of afternoon and evening premiums paid to the Monday to Friday employees.

8.04 Breaks, lunches, rest periods & wash ups as per current Collective Agreement with the exception of Article 8.07 which shall be deleted for this Letter of Understanding. Each employee shall take a 15-minute rest period between the tenth and eleventh hour.

8.05 An overtime premium of time and one-half an employee's regular hourly base classification rate shall be paid for:

- a) authorized hours worked on any day of any one of the scheduled days of rest (Monday to Friday).

8.06 An overtime premium of double an employee's regular hourly base classification rate shall be paid for:

- a) authorized hours worked on a legislated statutory holiday falling on any day of any one of the scheduled days of rest (Monday to Friday).
- b) authorized hours worked in excess of 11 on any one of the scheduled days of rest (Monday to Friday).

**Shift Cancellation**

8.07 In the event that any portion of the sixth and seventh days of operation is cancelled due to lack of work or material, or a mechanical problem on their particular piece of equipment, the Company shall:

- a) Transfer the affected employee(s) to alternate equipment, at the discretion of management and/or

- b) Place the employee(s) in wrapping, with special goals and/or
- c) Assign the employee(s) to do special housekeeping on their piece of equipment and/or
- d) Assign the employee(s) to do general specified cleaning in the plant.

8.08 However, in the event that the Company can foresee that a major reduction of work could extend to more than four (4) weekends (one month), displacement of the sixth and seventh days of operation employees would take place following seven (7) days written notice, in accordance with Articles 6.10, 6.12, and 6.13 of the current Collective Agreement.

#### **ARTICLE 9—HOLIDAYS**

9.01 In the event that Christmas Day or New Year's Day should fall on a scheduled working day, they shall be designated as statutory holidays.

9.02 When applicable, a seniority employee on the active payroll, at the time of the above designated statutory holiday shall be paid for 20 hours at their hourly base classification rate exclusive of shift and overtime premiums, provided they have worked the full shift prior to and the next full scheduled shift after such holiday.

## ARTICLE 10—VACATIONS

10.01 Vacation entitlement shall be determined as follows:

Length of Continuous Service	Rate of Vacation Pay	Length of Vacation Period
Less than one (1) year	4%	NIL
One (1) year but less than five (5) years	4%	two (2) weekends
Five (5) years but less than ten (10) years	6%	three (3) weekends
10 years but less than 17 years	8%	four (4) weekends
17 years or more	10%	five (5) weekends

10.02 Employees are only allowed to take a maximum of two (2) weekends vacation during the July -August period. In the case of the sixth and seventh days of operation employees, this is the equivalent of two (2) weekends in July and August. Only one (1) crew of the sixth and seventh days of operation employees per machine shall be allowed off at any one time.

10.03 When employees (one (1) crew) are off, the crew left shall work the shift that keeps the operation continuous (i.e. 11 p.m. Friday to 11 a.m. Saturday and 11 a.m. Sunday to 11 p.m. Sunday), if it is not possible to have another crew replace it through request for overtime work.

## ARTICLE 11—LEAVES OF ABSENCE

### Bereavement Leave

11.01 The death of a spouse or children shall entitle a seniority employee to bereavement leave of two (2) days with pay.

11.02 Death of a father, mother, grandchildren, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather and grandmother shall entitle a seniority employee to a bereavement leave of up to two (2) days with pay not to exceed 24 hours pay in total providing that the funeral falls on a Friday, Saturday, Sunday or Monday. Proof may be required when requested.

11.03 In an unusual situation the Company shall discuss the special circumstances with the Chief Steward.

#### **ARTICLE 13—WAGES AND BENEFITS**

13.01 For sixth and seventh days of operation employees, wages shall be calculated as follows:

Following ratification

Day 1 20 hours x classification rate + shift premium

Day 2 20 hours x classification rate + shift premium

2 day weekend 40 hours x classification rate + shift premium

#### **LETTER OF UNDERSTANDING AND AGREEMENT**

Dated: September 10, 1997

**Subject: Chief Steward**

During 1997 negotiations, the parties discussed the Chief Steward position, in particular, a day shift assignment, access to a telephone, facsimile, photocopier, and personal computer, security of files, and paid hours on shift to conduct Union business.

It is understood and agreed that within 15 working days of ratification and for the duration of this Collective Agreement that:

1. The elected Chief Steward shall be afforded some flexibility in hours of work when it is required to deal with union issues on the day shift.

2. The Chief Steward shall request authorization from the Plant Manager to conduct official Union business, that is in addition to the Steward functions outlined in Article 4.01, and shall be paid for up to a maximum of two (2) hours per week during working hours for such authorized time. Requests shall not be unreasonably denied.

3. The cabinet containing Union files shall be relocated to the Production Boardroom and the Chief Steward shall have access to facsimile and photocopier equipment, and a meeting room for Union business. A meeting room must be scheduled through the Receptionist. Meeting rooms are equipped with a telephone and the Company shall endeavour to set up a P.C. workstation in the Production Boardroom as soon as a surplus system is available.

#### **LETTER OF UNDERSTANDING AND AGREEMENT**

Dated: August 15, 1997

**Subject: Continental Workweek**

During 1997 negotiations, discussions were held with respect to a continuous operation schedule or continental workweek.

It is understood and agreed that, for the duration of this Collective Agreement, the Company shall not implement a continental workweek.

**LETTER OF UNDERSTANDING AND  
AGREEMENT**

Dated: August 15, 1997

**Subject: Overtime Procedure**

During 1997 negotiations, discussions were held with respect to the equitable distribution of overtime.

It is understood and agreed that, the Company and the Union shall meet within 30 days of ratification to develop a procedure to ensure the satisfactory implementation and consistent application of Article 8.13 (Scheduled Overtime Procedure). This procedure will provide a method of distributing overtime as equitably as possible, and for the tracking and posting of overtime.

**LETTER OF UNDERSTANDING AND  
AGREEMENT**

Dated: September 10, 1997

**Subject: Ink Person**

During 1997 negotiations, discussions were held regarding the salaried position of Ink Person, and in particular, a bargaining unit employee performing some Ink Department functions, i.e. mixer, matcher, etc.

It is understood and agreed that:

1. The Ink Person (duties and responsibilities as they were on September 1, 1997) is excluded from the bargaining unit.
2. The new job classification of Assistant Ink Person shall be a bargaining unit classification and shall be included in

Schedule "A" and paid the same classification rate as Plate Preparation.

3. The salaried position of Ink Person **as** it relates to bargaining unit work shall not be altered or affected by the creation of **a** bargaining unit classification in the Ink Department.

4. In the event that the current Ink Person leaves that position, the Company shall post the vacancy and members of the bargaining unit, who apply for the position, shall be given equal consideration to outside applicants.

#### **LETTER OF UNDERSTANDING AND AGREEMENT**

Dated: August 15, 1997

##### **Subject: Article 6.21 - Training and Development of Production Standards and Job Specifications**

During 1997 negotiations, discussions were held by the parties concerning trial or probationary periods for promoted and newly hired employees.

At the present time, there is no formal training or evaluation program in place at Multipak Ltd.

It is understood and agreed that the Company shall develop production standards and job specifications for each job classification in the bargaining unit. The Company and the Union agree that the implementation of this program shall be done in conjunction with the Labour Relations Committee and shall begin not later than **six** months following ratification of this Agreement.



**LETTER OF UNDERSTANDING AND  
AGREEMENT**

Dated: September 10, 1997

**Subject: Pension Contributions**

During 1997 negotiations, there were discussions held with respect to the Union's request for the Company pension contributions to be directed to the CEP Multi-Employer Pension Plan.

It is understood and agreed that during the term of the agreement, the Company shall consider such a request from the Union provided that counsel determines there will be no legal liability to Multipak Ltd.

Effective June 1, 1999 the Company contribution shall be increased to 4.0% of gross wages earned and such contributions shall be made to the applicable pension plan.

**LETTER OF UNDERSTANDING AND  
AGREEMENT**

Dated: November 13, 1997

**Subject: Cancellation of the Weekend Shift**

We write to confirm that with respect to the cancellation of the weekend shift pursuant to the Collective Agreement, the Company agrees to make best efforts to avoid cancelling, then re-implementing the weekend shift within a short period of time.

**London Life\***

**MULTIPAK LTD.**  
**Ontario Hourly-paid Plant Employees**  
**June 1, 1998**

~~1531~~

# Table of Contents

<b>1.</b>	<b>Introduction</b>	<b>1</b>
<b>2.</b>	<b>Benefits summary</b>	<b>4</b>
1.	For Employees	4
2.	For Employees and Dependents	6
<b>3.</b>	<b>General information</b>	<b>9</b>
1.	Who is eligible for employee benefits?	9
2.	Enrollment: how do I apply?	10
3.	Is evidence of insurability required?	10
4.	What am I insured for?	10
5.	How are changes in the amount of my insurance handled?	10
6.	What is meant by insurable earnings?	11
7.	Under what circumstances can my insurance be terminated?	12
8.	Who is the policyholder?	12
<b>4.</b>	<b>Life insurance</b>	<b>13</b>
1.	What am I insured for?	13
2.	How is payment provided?	13
3.	What happens if I become totally disabled?	14
4.	Under what circumstances can I convert my group life insurance?	15
5.	How do I have my life insurance premiums waived while I am totally disabled?	17
<b>6.</b>	<b>How is a life insurance claim made?</b>	<b>18</b>
<b>5.</b>	<b>Accidental death and dismemberment insurance (AD&amp;D)</b>	<b>19</b>
1.	What am I insured for?	19
2.	Schedule of Losses	20
3.	Definitions	21
4.	What limitations are there on coverage?	21
5.	What happens if I become disabled?	22
6.	Important details about accidental death and dismemberment claims	23
<b>7.</b>	<b>How to make accidental death and dismemberment claims</b>	<b>24</b>
<b>6.</b>	<b>Short term disability insurance (STD)</b>	<b>25</b>
1.	What am I insured for?	25
2.	What is total disability?	25
3.	What reductions occur when determining the short term disability payment?	26
4.	What limitations are there on coverage?	26
5.	What if a disability recurs?	27
6.	Important details about claims	28
<b>7.</b>	<b>How to make a short term disability claim</b>	<b>30</b>

<b>7.</b>	<b>Hospital insurance</b>	<b>31</b>
1.	What am I insured for?	31
2.	What limitations are there on coverage?	31
3.	Can my hospital benefits be reduced?	32
4.	What if benefits are payable from another source?	32
5.	In what special circumstances will my hospital insurance be continued?	32
6.	Important details about claims	33
7.	How a hospital insurance claim is made	34
<b>8.</b>	<b>Visioncare insurance</b>	<b>35</b>
1.	What am I insured for?	35
2.	What limitations are there on coverage?	35
3.	Can my visioncare benefits be reduced?	36
4.	What if benefits are payable from another source?	36
5.	Important details about claims	36
6.	How to make a visioncare claim	37
<b>9.</b>	<b>Health insurance</b>	<b>38</b>
1.	What am I insured for?	38
2.	What are covered expenses?	39
3.	InfoMed - emergency travel assistance	43
4.	What limitations are there on coverage?	44
5.	Can my health insurance benefits be reduced?	45
6.	What if benefits are payable from another source?	45
7.	In what special circumstances will my health insurance be continued?	46
8.	Important details about claims	46
9.	How to make a health insurance claim	47
<b>10.</b>	<b>Dental insurance</b>	<b>48</b>
1.	What am I insured for?	48
2.	What are covered expenses?	48
3.	What limitations are there on coverage?	50
4.	Can my dental benefits be reduced?	51
5.	What if benefits are payable from another source?	51
6.	Important details about claims	51
7.	How to make a dental claim	53
<b>11.</b>	<b>Provisions for dependent insurance</b>	<b>54</b>
1.	Who is classified as a dependent?	54
2.	When does dependent insurance coverage terminate?	55
<b>12.</b>	<b>General provisions</b>	<b>57</b>
1.	Contract	57
2.	Age	57
3.	Currency	57
4.	Conformity with law	58

<b>13.</b>	<b>My personal financial security</b>	<b>59</b>
<b>14.</b>	<b>My personal records</b>	<b>61</b>

**MultiPak Ltd.** is pleased to provide you with a comprehensive employee benefits plan from London Life.

**This** booklet describes in *summary* your employee benefits plan as of the date shown on the cover. Please read it thoroughly and discuss any questions you have with your manager or plan administrator.

**Please keep them in a safe place.**

**Please note:**

While every effort **has** been made to ensure the accuracy of this booklet, your rights and benefits are governed by the terms of the **group insurance policy, plan document or plan text** providing the group benefits. Those governing documents will prevail if they differ from this booklet. Any amendment to the governing documents is effective without notice to you, except as required by law.

The relevant provisions of the **governing** documents are available for review through **your employer's plan** administrator. Requests for **information about coverage and** questions about employee **benefits should be directed** through your employer's **plan administrator**.

In this booklet, "you" means a **person entitled to benefits** in accordance with the **terms of the governing documents**.

Unless otherwise indicated, the **benefits** described in this booklet are **administered by London Life Insurance Company**. However, only **those benefits described as "insurance"** are **underwritten by London Life Insurance Company**.

**Group Policy Number: 13248**

## 2. Benefit summary

*This part provides a convenient overview of your benefits plan for both employees and dependents.*

You are eligible for group benefits once you complete the eligibility period of  
**60 working days**

### 1. For Employees

#### Life insurance

\$25,000

#### Accidental death and dismemberment insurance

\$25,000



## Short term disability insurance

66.7 per cent of weekly insurable earnings with a maximum weekly benefit of \$521.

Benefit payments begin:

- immediately, with no waiting period for a disability resulting from bodily injury caused directly and independently of all other causes ~~through~~ accidental means;
- on the first day of hospital confinement for which a charge is made to the provincial hospital plan provided the employee is an in-patient or admitted to a day-care unit in a licensed hospital;
- following a five day waiting period for a disability resulting from disease.

Benefits are payable weekly for not more than 26 weeks of any one disability due to one or more causes.

**Amounts** of short term disability insurance are rounded to the next higher dollar.

---

## 2. For Employees and Dependents

### Hospital insurance

Daily benefit amount:

The dollar amount difference between:

- the public ward rate; and
- the semi-private accommodation rate.

Duration of benefit:

- unlimited

### Visioncare expense insurance

~~Maximum~~ of \$150 every two consecutive calendar years for each covered person.

## Health insurance

Deductible: \$20 per calendar year for the total covered expenses incurred by all covered persons in a family.

The ~~maximum~~ deductible for each covered person is \$10 per calendar year.

If more than one covered person in a family is injured in the same accident only **one \$10 deductible** is applied **in** any one calendar year against the combined covered expenses resulting from the accident.

Portion of covered expenses payable:

100 per cent

~~Maximum~~ amount payable:

unlimited

---

## Dental insurance

Deductible: \$100 per calendar year for the total covered expenses incurred by all covered persons in a family.

The maximum deductible for each covered person is \$50 per calendar year.

If more than one covered person in a family is injured in the same accident, only **one \$50 deductible** is applied in any one calendar year against the combined covered expenses resulting from the accident.

Basic services payable:

100 per cent

Restorative services payable:

50 per cent

Calendar year maximum for basic expenses:

unlimited

Calendar year maximum for restorative expenses:

**\$2,000**

Fee schedules:

- The current dental fee schedule, on the date of treatment, approved and published by the provincial dental association of the province of residence of the covered person.
  - The current denturist fee schedule, on the date of treatment, approved and published by the provincial denturist association of the province of residence of the covered person.
-

### 3. General information

*This part provides general information on:*

- ☐ *eligibility;*
- ☐ *plan enrollment;*
- ☐ *evidence of insurability;*
- ☐ *amount of insurance;*
- ☐ *changes in amount of insurance;*
- ☐ *termination of insurance; and*
- ☐ *definition of policyholder.*

#### 1. Who is eligible for employee benefits?

You will be eligible for employee benefits on the first day that you are actively at work full-time and for full pay with your employer following completion of the eligibility period shown in the ***Benefit Summary*** provided

- ☐ you have been at work continuously, actively, in full-time employment and for full pay with your employer for the eligibility period, and
- ☐ are a resident in Canada.

Full-time means performing in the required manner for the required number of hours per week all of the regular duties of the employment either at the **usual** place of employment or at some other location required by your employer's business.

**You** will not be considered to be full-time if you:

- ☐ are classified by your employer **as** part-time; or
- ☐ work for fewer than 20 hours per week.

**You** will be considered **to** be resident in Canada while on temporary assignment with your employer outside **Canada** for not more **than** 12 months.

If insurance under the London Life group insurance policy replaces similar insurance within **31 days** of the termination of that prior insurance, employees not actively at work who were covered by the prior insurance are eligible to become insured for similar insurance under the London Life group insurance policy. **This** applies if the previous insurance was within the scope of the London Life group insurance policy.

Under these circumstances, the amount of insurance for which the employee is eligible is limited to the amount lost on termination of the prior insurance. Application for London Life group insurance must be made within **31 days** of the termination of the prior insurance.

## **2. Enrollment: how do I apply?**

Complete and sign your London Life group insurance application card and return it to your plan administrator. If you acquire any dependents after becoming insured, you should apply for dependents' benefits within **31 days** for each dependent acquired.

## **3. Is evidence of insurability required?**

**You** may be required to give **evidence of insurability** before becoming insured or when applying for increased **amounts of insurance**. **Evidence** of insurability may also be required for any of your **dependents**.

## **4. What am I insured for?**

The insurance and amounts for which **you** are insured are indicated on your group insurance certificate, subject to the **terms** of the group insurance policy.

You cannot be insured for more than the amount described in the Benefit **Summary**.

## **5. How are changes in the amount of my insurance handled?**

When a change in any circumstance would make you eligible for a different amount of insurance, the amount of insurance will be adjusted as follows:

If the change would result in an **increase**, the increase will be effective on the later of:

- ☐ the date of the change in circumstance;
- ☐ the date of your return to active full-time employment for full pay if you were not actively at work full-time and for full pay on the date of the change in circumstance; and
- ☐ the date any required evidence of insurability is approved by London Life;

provided written request for increased insurance is received by London Life.

If the change results in a **decrease** in the amount of insurance, the decrease will be effective on the date of the change in the circumstance.

## 6. What is meant by insurable earnings?

Insurable earnings is the amount of earnings you receive from your employer,

**Annual insurable earnings** are as defined from time to time in the written material provided to your employer by London Life for the administration of the London Life group insurance policy and is the amount of earnings you receive from your employer in a single year.

**Monthly insurable earnings** is the amount of earnings you receive from your employer in a single month and is defined as **1/12** of annual insurable earnings.

**Weekly insurable earnings** is the amount of earnings you receive from your employer in a single week and is defined as **1/52** of annual insurable earnings.

### What happens if my earnings are understated or overstated?

- ☐ If your earnings, as reported by your employer to London Life are **understated**, the understated earnings will be used to determine **annual** insurable earnings;

- ☐ If your earnings, **as** reported by your employer to London Life are **overstated**, the correct amount of earnings will be used to determine annual insurable earnings.

## 7. Under what circumstances can my insurance be terminated?

The policyholder may terminate your insurance by giving written notice to London Life.

Your insurance will terminate on the date you would cease to be eligible to become insured except as required by law. **Your** group insurance coverage may be continued after retirement (refer to the *Benefit Summary* to determine if **this** applies to your plan and contact your plan administrator for further details).

The policyholder may elect to continue the insurance:

- ☐ during a period when you are absent from work because of injury or disease;  
or
- ☐ for up to 31 days during a period when you are absent from work because of leave of absence or layoff.

## 8. Who is the policyholder?

The **policyholder** is the party under contract with London Life to provide your employee benefit program.

**Policyholder** does **not** refer to you, the employee.



## 4. Life insurance

*This part describes the life insurance benefit and provides details regarding:*

- ☐ *how payment is provided;*
- ☐ *what happens upon becoming totally disabled;*
- ☐ *conversion options; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

In the event of your death, London Life will pay the amount of life insurance for which you are **insured** as described in the *Benefit Summary*.

### 2. How is payment provided?

Proceeds will be paid in one lump sum unless you or a beneficiary requests, by written notice filed with London Life, one of the following alternate payment methods:

- ☐ proceeds left on deposit; or
- ☐ proceeds paid in instalments;

under any settlement plan then available from London Life.

### 3. What happens if I become totally disabled?

If you are insured as a member of this group for long term disability insurance with London Life and, prior to your 65th birthday:

- ☐ you become, as a result of injury or disease, totally disabled as defined in the long term disability insurance benefit; and
  - ☐ the disability has existed for a **continuous** waiting period of **six** months or a shorter waiting period under **the long term** disability benefit;
- or

If you are **not** insured as a member of **this group** for long term disability insurance with London Life and, prior to **your 65th birthday**:

- ☐ you become, as a result of injury or disease, totally disabled and are unable to do any work; and
- ☐ the disability has existed for a continuous waiting period of **six** months;

your life insurance will continue **without payment** of **premium** from the date your disability started and during the continuance of your disability, but not beyond age 65.

#### Limitation

In order **to** have your life insurance premium waived for any period of total disability, you must be participating and co-operating in a reasonable and customary treatment program for each disabling condition during that period.

The treatment program must be:

- ☐ recommended by the licensed physician who is treating you; and
- ☐ be of the nature and frequency usually required for each disabling condition.

If you cease to be totally disabled, your life insurance will terminate unless you are then eligible to become insured under this life insurance provision, and premium payments for **this** coverage are resumed.

If your life insurance terminates as described above, and if you are not then eligible to become insured under this life insurance provision, you will be entitled to apply for a new policy. Application must occur during a period of 31 days following termination of **this** insurance, and in accordance with the conversion option outlined in *Part 4 - Life Insurance, Section 4 - Under what circumstances can I convert my group life insurance?*.

If death occurs during the period of 31 days, insurance will be paid **as** stated in *Part 4 - Life Insurance, Section 4 - Under what circumstances can I convert my group life insurance?*.

#### **4. Under what circumstances can I convert my group life insurance?**

If your life insurance

- ☐ reduces; or
- ☐ **terminates:**
  - (i) as provided under *Part 3 - General information, Section 7 - Under what circumstances can my insurance be terminated?*
  - (ii) **as** provided under *Part 4 - Life insurance, Section 3 - What happens if I become totally disabled?*; or
  - (iii) because of termination of this life insurance provision;

and you are not eligible to become insured hereunder, then you will have the right, upon written application made **within 31 days** after such reduction or termination, to obtain a new policy of life insurance without evidence of insurability, as provided below:

- ☐ if your insurance reduces, the amount of the new policy will not exceed the amount of the reduction.
- ☐ if your insurance terminates as provided in (i) or (ii) above, the amount of the new policy will not exceed the amount for which you were insured immediately prior to termination.

- if your insurance terminates as provided in (iii) above and you have been insured for at least five continuous years immediately prior to such termination, the new policy will not exceed the amount required by law.

London Life will issue the new policy, **without total disability benefit or accidental death benefit**, on any of its plans then available according to the class of risk to which you then belong.

The types of plans available are:

- a plan other than term insurance;
- term insurance to age **65**; and
- term insurance for a one year period which may be converted to term insurance to age **65** or to a plan other than term insurance.

The premium for the new policy will be at the rates then established by London Life for your class of risk, sex and current age. The new policy will not become effective until the expiration of the **31** day period.

If death occurs during the **31** day period, London Life will pay an amount equal to the insurance you could have converted under this provision. Payment will be made to the person who would have received the proceeds hereunder. This payment is in full settlement of all life insurance claims under this provision.

## 5. How do I have my life insurance premiums waived while I am totally disabled?

For life insurance premiums to be waived, **written** proof satisfactory to London Life signed by the licensed physician who is treating you must be received by London Life:

- ☐ while you are totally disabled; and
- ☐ within 12 months after the end of the applicable waiting period.

Otherwise, the claim for benefits will be invalid.

London Life at any time may request written proof of the continuance of your total disability and may request you to submit to, and co-operate in, examination by London Life's medical and other advisers.

If you do not provide proof satisfactory to London Life within **three months** following the request or if you refuse to submit to, and co-operate in, examination by London Life's medical and other advisers you will be considered to have ceased to be totally disabled immediately prior to the date the request was made.

Proof satisfactory to London Life may be required to verify statements made to establish insurability.

## 6. How is a life insurance claim made?

For benefits to become payable, written proof satisfactory to London Life of the death must be received by London Life within one year after the date of death. Proof satisfactory to London Life may be required to verify statements made to establish insurability.

**When a life insurance claim is made upon death of the insured, the employer's plan administrator must:**

- ❑ complete ***Proof of Death - Employer's Certificate*** (London Life form number 13-1626) according to the instructions on the form; and
- ❑ ensure the form is signed by an authorized representative of the employer **and** submit to London Life.

## 5. Accidental death and dismemberment insurance (AD&D)

*This part describes the accidental death and dismemberment insurance benefit and provides details on:*

- ☐ *definitions;*
- ☐ *limitations;*
- ☐ *waiver of premium on disability; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

If you suffer any of the losses outlined in *Section 2 - Schedule of Losses* (next page), London Life will pay the applicable proportion of the amount of accidental death and dismemberment insurance for which you are insured.

Losses must result ~~from~~ bodily injury sustained while you are insured and caused directly and independently of all other causes by external, violent and accidental ~~means~~.

## 2. Schedule of Losses

loss of	portion payable
Life	100%
Both hands or both <b>arms</b>	100%
Both feet or both legs	100%
Speech and hearing of both ears	100%
<b>One arm or part thereof:</b>	
<b>Arm</b>	<b>75%</b>
Hand	66 2/3 %
Thumb and index finger of one hand	33 1/3 %
Four fingers of one hand	33 1/3 %
<b>One leg or part thereof:</b>	
<b>Leg</b>	<b>75%</b>
Foot	66 2/3 %
All toes of one foot	12 1/2 %
Speech	50%
Hearing of both <b>ears</b>	50%
<b>loss of use of</b>	
Sight of both eyes	100%
Sight of one eye	66 2/3 %
Both hands or both <b>arms</b> or both legs	100%
One leg or one <b>arm</b>	75%
One hand	66 2/3 %



### 3. Definitions

- ☐ **Loss** of a hand means severance at or above the wrist joint.
- ☐ **Loss** of a foot means severance at or above the ankle joint.
- ☐ **Loss** of a leg means severance at or above the knee joint.
- ☐ **Loss** of speech or hearing means total and irrecoverable loss and such loss must continue for 12 months and be permanent.
- ☐ **Loss** of a thumb or finger means severance at or above the metacarpophalangeal joint.
- ☐ **Loss** of a toe means severance at or above the metatarsophalangeal joint.
- ☐ **Loss** of use of sight or of a body member means total and irrecoverable loss of use and such loss must continue for 12 months and be permanent.

### 4. What limitations are there on coverage?

- ☐ No more than one of the above losses will be payable with respect to any limb;
- ☐ The total amount paid for all losses suffered by you as a result of any one accident will not exceed 100% of the amount of accidental death and dismemberment insurance;
- ☐ No amount will be paid for any loss occurring more than 365 days after the date the injury was sustained;

- No amount will be paid for **any** loss resulting directly or indirectly from any one of the following:
  - illness or disease;
  - self-destruction or **self-inflicted** injuries while sane or insane;
  - committing or attempting to commit a criminal offence;
  - riot, civil commotion, insurrection, **war** or hostilities of any kind or any act incident thereto;
  - the inhalation of gas, voluntarily or otherwise, resulting in death;
  - poisoning or infection, other than infections occurring simultaneously with and in consequence of **an** accidental cut or wound;
  - injuries of which there is no visible contusion or wound on the exterior of the body, unless either drowning or internal injuries are revealed by autopsy.

## 5. What happens if I become disabled?

**Your** accidental death and dismemberment insurance will be continued without payment of premium during any period that your London Life group life insurance is continued without payment of premium because of disability, but not beyond age 65.

## **6. Important details about accidental death and dismemberment claims**

### **Proof of dismemberment**

For benefits to become payable, **written** proof satisfactory to London Life signed by the licensed physician treating you must be received by London Life **within 12 months** after ~~the~~ the date of the loss. Otherwise, the claim for benefits will be invalid.

London Life may request **you** to submit to, and co-operate in, examination by London Life's medical and other advisors. Refusal to submit to such examinations invalidates the claim for benefits.

### **Proof of death**

For benefits to become payable, **written** proof satisfactory to London Life of the death must be received by London Life **within one year** after the date of death.

Proof satisfactory to London Life may be required to verify statements made to establish insurability.

## 7. How to make accidental death and dismemberment claims

### Accidental dismemberment claims

- ❑ Obtain a *Claim for Group Accidental Dismemberment Benefits* form (LondonLife form number **13-1734**) from your manager or plan administrator;
- ❑ **You**, your employer and your medical doctor must complete the applicable portions of the form; and
- ❑ Your manager or plan administrator should submit form to London Life.

### Accidental death claim

- ❑ The plan administrator must complete *Proof of Death - Employer's Certificate* (London Life form number **13-1626**) according to the instructions on the form;
- ❑ The group, *account, and certificate number* for life coverage must be included on the form; and
- ❑ The form must be signed by an authorized representative of the employer and submitted to London Life.

## 6. Short term disability insurance (STD)

*This part describes the short term disability benefit and provides details on:*

- ☐ *short term disability payments;*
- ☐ *limitations on coverage;*
- ☐ *recurrence of disability; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

If you become totally disabled and are continuously so disabled for the waiting period shown in the ***Benefit Summary***, London Life will pay the short term disability benefit for which you were insured at the beginning of total disability as described in the ***Benefit Summary***.

Payment will accrue from and be paid on the dates described in the ***Benefit Summary*** and will continue as you continue to be totally disabled but not longer than the period shown in the ***Benefit Summary***.

### 2. What is total disability?

You will be totally disabled if unable, because of injury or disease, to perform substantially all of the duties of your occupation.

### 3. What reductions occur when determining the short term disability payment?

Your short term disability benefit will be reduced:

- ☐ by any income replacement or payments to which you are entitled:
  - Insurance Act, or
  - under any legislated income replacement or compensation plan, unless prohibited by law;
- ☐ by any amount received from your employer as severance pay or under a salary continuance plan; and
- ☐ as provided in the Right of Subrogation provision.

### 4. What limitations are there on coverage?

No benefit will be paid:

- ☐ for any period of total disability during which you are not participating and co-operating in a reasonable and customary treatment program for each disabling condition;

The treatment program must be recommended by the licensed physician or chiropractor treating you and be of the nature and frequency usually required for each disabling condition.

There is a limit of one month on recognition of a reasonable and customary treatment program recommended by a chiropractor.

- ☐ for any total disability resulting directly or indirectly from any one of the following:
  - self-inflicted injury while sane or insane;
  - committing or attempting to commit a criminal offence;
  - voluntarily participating in a riot or ~~an~~ insurrection;
  - war or hostilities of any kind or any resultant or act incident thereto;
- ☐ for any period you are on a leave of absence;
- ☐ until the **date** scheduled for return to work from a period of leave of absence or layoff, for a disability which **started** during that period of time;
- ☐ if you are disabled as a result of injury or disease for which you are entitled to payment under any Workers' **Compensation** or similar coverage;
- ☐ after death or following retirement under your employer's pension plan;
- ☐ if you are engaged in any occupation for compensation or profit; or
- ☐ if you do not comply with the Right of *Subrogation* provision.

## 5. What if a disability recurs?

If you cease to be totally disabled after receiving benefits and while insured for short term disability insurance, you again become totally disabled due to the same or a related cause, the later disability will be considered to be a continuation of the previous disability.

The later disability will not be considered a continuation of the previous disability if

- ☐ you completely recover from the previous disability; and
- ☐ are continuously, actively employed full time and for full pay for a period of at least 30 days after termination of the previous disability.

## 6. Important details about claims

For benefits to become payable, written proof satisfactory to London Life signed by the licensed physician treating you must be received by London Life:

- ☐ while you are totally disabled; and
- ☐ within twelve months after:
  - the end of the **waiting period**; or
  - the recurrence of **disability**.

Otherwise, your claim for **benefits will be invalid**.

If proof of your disability is received by London Life:

- ☐ within three months after the end of the waiting period or recurrence of disability, benefits are payable from the end of the waiting period or the date disability recurred; or
- ☐ after three months but prior to twelve months after the end of the waiting period or recurrence of disability, benefits are payable from the date the proof was received by London Life.

London Life at any time may request that you:

- ☐ provide written proof of the continuance of your total disability; and
- ☐ that you submit to, and co-operate in, examination by London Life's medical and other advisors.

If you do not provide proof satisfactory to London Life within **three** months following a request, or refuse to submit to, and co-operate in, examination by London Life's medical and other advisors, you will be considered to have ceased to be totally disabled immediately prior to the date the request was made.



Proof satisfactory to London Life may be required to verify statements made to establish insurability.

London Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

**Note on limitation of action:**

No action or proceeding may be commenced against London Life more than one year from the later of:

- ☐ the end of the period in which proof of claim may be submitted as stated previously under *this* section; and
- ☐ the date of notice of termination of benefits.

**Important:** Telephone calls are not considered treatment.

## 7. How to make a short term disability claim

1. Obtain a ***Claim for Short Term Disability Insurance*** form (London Life form number **13-2485**) from your manager or plan administrator.
2. See a medical doctor **no later than** the 5th day following the beginning of total disability or any **recurrence of** total disability.
3. You and your medical doctor **must** complete and sign the applicable portions of the form.
4. Give the form to your manager or plan administrator by the **10th** day **following the beginning of total** disability or any recurrence of total disability.
5. **Your** manager or plan administrator should complete the applicable portion of the form, an authorized official of the employer must sign the form, and then the form should be submitted to London Life.

## 7. Hospital insurance

*This part describes the hospital insurance benefit and provides details on:*

- ☐ *limitations on coverage;*
- ☐ *coverage by other insurance plans;*
- ☐ *continuation of coverage; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

If a covered person, meaning you or your insured dependent, is confined in a licensed hospital as a result of disability caused by injury or disease, London Life will pay to you the reasonable charges payable by the covered person to the hospital for **medically necessary room and board** up to the daily amount shown in the **Benefit Summary** for each day of such hospital confinement.

### 2. What limitations are there on coverage?

**No benefit will be paid:**

- ☐ for a period of hospital confinement which began before the covered person became insured under this policy; this limitation will not apply to a child who became insured at birth;
- ☐ for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- ☐ for an amount for which a covered person is not required to pay;
- ☐ for an amount for which a covered person is entitled to reimbursement under any non-contractual arrangement;
- ☐ for an amount which a covered person is entitled to reimbursement under the health plan of the province of residence, regardless of whether the person is insured under that plan;

- ☐ for an amount which is not permitted to be insured;
- ☐ for injury or disease resulting from war or hostilities of any kind;
- ☐ for confinement of a covered person over 65 years of age to a chronic or convalescent hospital;
- ☐ if you do not comply with the *Right of Subrogation* provision.

### 3. Can my hospital benefits be reduced?

If London Life pays an expense under this hospital insurance benefit for which a third party is or may be liable, and you recover compensation from that third party, you may be required to reimburse London Life, or your benefits may be otherwise reduced. For a fuller description of where benefits may be reduced because of the liability, or possible liability, of a third party, see the *Right of Subrogation* provision under *Part 12, General Provisions*.

### 4. What if benefits are payable from another source?

If benefits for incurred expenses are payable under this hospital insurance provision and from any other source, London Life may reduce the amount payable to ensure that the total amount payable from all sources does not exceed the expense incurred.

### 5. In what special circumstances will my hospital insurance be continued?

If you are totally disabled because of injury or disease and are therefore unable to perform all of the duties of your occupation on the date when your hospital insurance would otherwise have terminated, your hospital insurance will be continued during the period of disability but **for not more than 90 days from such termination date.**

If your insured dependent is confined in a licensed hospital because of injury or disease on the date when his or her hospital insurance would otherwise have terminated, the hospital insurance will be continued during the period of hospital confinement but **for not more than 90 days from such termination date.**

## 6. Important details about claims

For benefits to become payable, **written proof** satisfactory to London Life of the incurring of **an** expense for which benefits are claimed under the policy must be received by London Life **not later than 90 days** following the end of the calendar year in which the expense was incurred.

London Life may require a covered person to submit to examination by London Life's medical advisers.

Proof satisfactory to London Life may be required to verify statements made to establish insurability.

London Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

Payment for a charge by a hospital or dentist may be made directly to the hospital or dentist, instead of to you, and such payment will be a complete discharge to London Life for the amount paid.

No action or proceeding may be commenced against London Life **within 60 days nor after one year** from the expiration of the time when proof of claim is required.

## 7. How a hospital insurance claim is made

- In most instances, the **hospital** will complete a *standard hospital claim form*, showing your **full London Life** identification (group policy, account and certificate **numbers**) and **forward** the form to London Life.

Upon receipt of this **standard hospital** claim form, London Life will **provide payment directly to the hospital** for the covered expenses.

- In cases where the hospital has given the receipt/invoice to you **directly** and you have provided payment to the hospital, have the hospital complete a standard hospital claim form, showing your full London Life identification (group policy, account and certificate numbers).

Forward this form to London Life and include the receipt/invoice as proof of claim.

Upon receipt of this standard hospital claim form, London Life will provide payment directly to you for the covered expenses.

Claims must be submitted no later than 90 days after the end of the calendar **year** in which the expenses were incurred.

## 8. Visioncare insurance

*This part describes the visioncare insurance benefit and provides details on:*

- ☐ *eligible covered expenses;*
- ☐ *limitations on coverage;*
- ☐ *coverage by other insurance plans; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

If a covered person, meaning you or your insured dependent, incurs expenses for necessary:

- ☐ contact lenses; or
- ☐ eyeglass lenses;

which are prescribed by a licensed physician or optometrist for the correction of impaired vision; and

- ☐ frames for eyeglass lenses;

London Life will pay to you the reasonable charges incurred for such expenses, up to the maximum amount shown in the ***Benefit Summary***.

- ☐ *sun glasses (with or without prescription);*
- ☐ *glasses or contact lenses for cosmetic or decorative purposes;*

- an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is insured under that plan;
- an expense which is not permitted to be insured;
- if you do not comply with the *Right of Subrogation* provision.

### 3. Can my visioncare benefits be reduced?

If London Life pays an expense under this visioncare insurance benefit for which a third party is or may be liable, and you recover compensation from that third party, you may be required to reimburse London Life, or your benefits may be otherwise reduced. For a fuller description of where benefits may be reduced because of the liability, or possible liability, of a third party, see the *Right of Subrogation* provision under *Part 12, General Provisions*.

### 4. What if benefits are payable from another source?

If benefits with respect to the same expense are payable under this visioncare insurance and from any other source, London Life may reduce the amount payable under this visioncare insurance to ensure that the total amount payable from all sources does not exceed the expense incurred.

For benefits to become payable, **written proof** satisfactory to London Life of the incurring of an expense for which benefits are claimed under this plan must be received by London Life **not later than 90 days** following the end of the calendar year in which the expense was incurred.

Proof satisfactory to London Life **may** be required to verify statements made to establish insurability.

London Life, in its discretion and to **the** extent permitted by law, may pay another person on your behalf.

No action or proceeding may be commenced against London Life **within 60 days nor after one year** from the expiration of the time when proof of claim is required.



## 6. How to make a visioncare claim

1. Obtain a *Claim for visioncare benefits* form (London Life form number 13-3002) from your manager or plan administrator.
2. Complete the claim form according to the instructions provided on the form.

### Helpful hints:

- ☐ you and your practitioner must both sign the claim form;
- ☐ ensure the form is completed in full to prevent delays in processing of your claim;
- ☐ a separate claim form must be used for each family member.

## 9. Health insurance

*This part describes the health insurance benefit and provides details on:*

- ☐ *eligible covered expenses;*
- ☐ *limitations on coverage;*
- ☐ *coverage by other insurance plans;*
- ☐ *special continuation of coverage; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

If a covered person, meaning you or your insured dependent, incurs covered expenses in excess of the deductible, London Life will pay to you a portion of such covered expenses in excess of the deductible. The deductible and portion payable are shown in the *Benefit Summary*.

No amount will be paid for covered expenses otherwise payable under another benefit of the London Life group insurance policy.

The *Benefit Summary* shows the maximum payable for covered expenses incurred by a covered person during:

- ☐ the current year; and
- ☐ the two immediately preceding calendar years;

under this health insurance benefit and any similar coverage issued by London Life.

If any covered expense is not paid because the maximum amount payable has been reached, the expense may not be claimed in a subsequent calendar year.

## 2. What are covered expenses?

Covered expenses are the reasonable charges for medically necessary services and supplies for the treatment of any injury or disease, as described below, made:

- by a licensed hospital, including semi-private and private accommodation,
  - in Canada; and
  - outside Canada for a temporary period in the case of a resident of Canada who requires hospitalization due to an emergency while travelling or on vacation;

If a resident of Canada elects hospitalization outside Canada, payment is made for a temporary period and is limited to \$75 a day.

In all cases, charges by a chronic or convalescent hospital for a covered person over 65 years of age are excluded.

- for services rendered outside the province of residence of the covered person by a licensed physician in excess of the charges allowed under the health plan of the province of residence whether or not the covered person is insured under that plan.

The amount payable for such services will be limited to the amount specified in the fee schedule except in an emergency while the covered person is travelling or on vacation.

**Fee** schedule means the schedule of fees of the medical association or the *College of Physicians and Surgeons* at the time of treatment:

- in the province of residence of a covered person; and
- if the covered **person** is resident outside Canada, in the province where the Canadian head office of the policyholder is located.

- for drugs dispensed by a licensed physician or dentist or by a licensed pharmacist on the written prescription of a licensed physician or dentist;

**excluding:**

- food and dietary supplements;
- cosmetic or hygienic products;
- experimental drugs; and
- drugs not approved for marketing in ~~Canada~~ by *Health Canada* or not considered by the *Canadian Medical Association* or by the medical association of the province of residence of the covered person to be therapeutically useful;

- for services of the following if licensed by a licensing and registration authority in the province where the service is rendered:

- chiropractor;
- osteopath;
- naturopath;
- podiatrist;
- physiotherapist;
- speech therapist; and
- masseur;

limited to \$20 per visit; and

- psychologist;

limited to:

- \$20 per half-hour for individual psychotherapy and testing;
- \$25 per half-hour for family therapy;
- \$10 per hour for group therapy; and
- \$20 for all other visits;

Charges for services by a member of the College of **Physicians and Surgeons** are paid by the provincial health insurance plan.

- for x-rays by a licensed chiropractor, limited to \$45 per calendar year for the covered person;
- for surgery performed by a licensed podiatrist, limited to \$200 per calendar year for the covered person;
- for visual motor therapy by a licensed optometrist limited to \$10 per half-hour;
- for eye examinations by a licensed physician or a licensed optometrist, limited to \$35 per visit;
- for services of a dentist for the excision of a cyst or tumour;
- for services of a dentist only if the treatment is both required as a direct result of an accidental injury to natural teeth from an external blow, **excluding biting accidents**, and the treatment is performed **within the 12 month period** immediately following the accident;
- for ambulance service to the nearest hospital where treatment is available;
- for private duty nursing service by a registered nurse (not ordinarily resident in the home of the covered person and not related to the covered person):
  - in the home of the covered person; and
  - in a hospital outside Canada if the covered person is a resident of Canada;

provided that:

- such service can be performed **only** by a registered nurse and not by a person of lesser qualifications; and
- such service was recommended and approved by a licensed physician;

limited to a cumulative lifetime benefit period of 365 service days.

Any claims incurred on any particular day will constitute a benefit period of one **service** day regardless of the number of hours of service.

- for an artificial eye, ~~arm~~, hand, leg, foot, breast and orthopaedic brace, including repairs and adjustments, or replacement if repair is not possible, or to accommodate a growing child;
- for stump socks limited to six pair per calendar year for the covered person;
- for a hearing aid;
- for eye glasses or contact lenses following a cataract operation, limited to \$100 for each eye once only;
- for oxygen and its administration;
- for rental of a wheel chair, ~~crutches~~ or hospital bed recommended and approved by a licensed physician;
- for the following items if recommended and approved by a licensed physician:
  - elastic stockings, limited to two pair per calendar year for the covered person;
  - traction appliance;
  - spinal and abdominal medical support;
  - varco traction kit, belt and similar appliance;
  - neck brace;
  - cervical collar;
  - ileostomy or colostomy kit;

- for custom built orthopaedic shoes, the charge reduced by the cost of ordinary shoes, and orthopaedic modifications to shoes; provided such shoes and modifications are recommended and approved by a licensed physician or by a licensed podiatrist;
- for a wig required for permanent hair loss as a result of any injury or disease, or for temporary hair loss as a result of medical treatment for any disease, limited to a lifetime maximum of \$700 for the covered person;
- for any services and supplies that are required by law to be covered expenses under this benefit.

Additional services and supplies may be included at the discretion of London Life.

### 3. InfoMed - emergency travel assistance

In addition to the covered expenses outlined previously in Section 2, covered expenses also include the reasonable charges for necessary services and supplies incurred as a result of the emergency treatment of **injury** or disease which occurs **during the first 60 days of travel** in any period of absence from the province of residence, for

- the **transportation, hotel/motel lodging, and custodial services** of an attendant for dependent children travelling with a covered person, left unattended by the death or hospitalization of the covered person, limited to \$2,000;
- **return of the covered person's vehicle** to his or her residence or to the nearest appropriate rental agency, if the covered person dies or is hospitalized for more than seven consecutive days, limited to **\$1,000** and one vehicle;
- **transportation and hotel/motel lodging for one family member** to visit a covered person who, while travelling alone, **has** been hospitalized for more than seven consecutive days, limited **to** the cost of one round-trip economy fare and \$150 a day hotel/motel lodging and expenses for a maximum of 10 days;
- **prearranged, prepaid return transportation**, missed due to injury or disease of the covered person, limited to one-way economy fares, less credit for unused tickets, for the covered person and one accompanying family member;

- ❑ **hotel/motel lodging and expenses incurred on and after a pre-arranged return departure date for an accompanying family member** who remains with a covered person who is hospitalized on the pre-arranged return departure date, limited to \$150 a day for a maximum of 10 days;
- ❑ **preparation and shipment of the body of a deceased covered person** for burial or cremation, limited to the lesser of the cost to prepare and return the body to the province of residence and \$5,000; the cost of a coffin is not a covered expense.
- ❑ **incidental non-medical hospital expenses** incurred by a covered person while hospitalized, limited to \$100.

Additional services and supplies may be included at the discretion of London Life.

#### **4. What limitations are there on coverage?**

##### **No benefit will be paid:**

- ❑ for any covered expense incurred during a period of hospital confinement which began before the covered person became insured under the policy.

**This** limitation will not apply to a child who became insured at birth.

- ❑ for a periodic health check-up or examination;
- ❑ for travel for health;
- ❑ for cosmetic surgery;
- ❑ for dental services except as a covered expense for:
  - the excision of a cyst or tumour; and
  - only if the treatment is both required as a direct result of an accidental injury to natural teeth from an external blow, **excluding biting accidents**, and the treatment is performed **within the 12 month period** immediately following the accident;



- ☐ for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- ☐ for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is insured under that plan;
- ☐ for a charge which is not permitted to be insured;
- ☐ for an **injury** or disease resulting from war or hostilities of any kind;
- ☐ if you do not comply with the *Right of Subrogation* provision.

## 5. Can my health insurance benefits be reduced?

If London Life pays an expense under **this** health insurance benefit for which a third party is or may be liable, and you recover compensation from that third party, you may be required to reimburse **London** Life, or your benefits may be otherwise reduced. For a fuller description of where benefits may be reduced because of the liability, or possible liability, of **a** third party, see the *Right of Subrogation* provision under **Part 12, General Provisions**.

## 6. What if benefits are payable from another source?

If benefits with respect to the same expense are payable under this health insurance and from any other source, London Life may reduce the amount payable under your health insurance to ensure that the total amount payable from all sources does not exceed the expense incurred.

## 7. In what special circumstances will my health insurance be continued?

If you are totally disabled because of **injury** or disease and are therefore unable to perform all of the duties of your occupation on the date when your health insurance would otherwise have terminated, coverage will be continued during the period of disability **for not more than 90 days from such termination date.**

If your insured dependent is confined in a licensed hospital because of injury or disease on the date when his or her health insurance would otherwise have terminated, coverage will be continued during the period of hospital confinement **for not more than 90 days from such termination date.**

## 8. Important details about claims

For benefits to become payable, **written proof** satisfactory to London Life of the incurring of **an** expense for which benefits are claimed under the policy must be received by London Life **not later than 90 days** following the end of the calendar year in which the expense was incurred.

London Life may require a covered person to submit to examination by London Life's medical advisers.

Proof satisfactory to London Life may be required **to** verify statements made to establish insurability.

London Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

Payment for a charge by a hospital or dentist may be made directly to the hospital or dentist, instead of to you, and such payment will be a complete discharge to London Life for the amount paid.

No action or proceeding may be commenced against London Life **within 60 days nor after one year** from the expiration of the time when proof of claim is required.

## 9. How to make a health insurance claim

1. Obtain a *Claim for Health Benefits* form from your manager or plan administrator.
2. Complete and submit the claim form according to the instructions provided on the form.

### Helpful hints:

- ❑ be sure to sign the form;
- ❑ accumulate expenses until they exceed \$50 before claiming, but not longer than 90 days after the end of the year in which the expenses were incurred;
- ❑ drug expenses require a *drug identification number (DIN)* for each drug;
- ❑ enclose receipts and statements of payments for ~~item~~ paid in part or in ~~full~~ by another source (eg. another insurance company, government plan, Workers' Compensation, etc.);
- ❑ *Co-ordination of benefits* section must be completed for all dependent claims;
- ❑ if claiming expenses for:
  - services of paramedical practitioners;
  - nursing services; or
  - non-drug items such ~~as~~ medical equipment ~~and~~ appliances;obtain a *Paramedical/Equipment/Nursing* claim form from your plan administrator;
- ❑ for out-of-Canada expenses, send to your Provincial Medicare Plan first and retain copies for claiming unpaid balances. For details on how to claim unpaid Medicare balances, see the reverse side of the *Claim for Health Benefits* form; and
- ❑ bills or receipts, other than those required for government drug plans, will not be returned.

## 10. Dental insurance

*This part describes the dental insurance benefit and provides details on:*

- ☐ *eligible covered expenses;*
- ☐ *fee schedule definitions;*
- ☐ *limitations on coverage;*
- ☐ *coverage by other insurance plans; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

If a covered person, meaning you or your insured dependent, incurs covered expenses, London Life will pay to you a portion of the covered expenses in excess of the deductible. The deductible and portion payable are shown in the ***Benefit Summary***.

The **maximum** amount payable for a covered person is also shown in the ***Benefit Summary***.

### 2. What are covered expenses?

Covered expenses are the reasonable charges, **not exceeding those specified in the fee schedule**, incurred for necessary **dental** services as described below which are performed or prescribed by a licensed **dentist** or a denturist licensed to practise denture therapy. If an allowance **for an expense** is not included in the fee schedule, London Life will determine the **reasonable and customary** allowance. If the covered person is resident outside of **Canada**, the **applicable fee schedule** is that of the province where the **Canadian head office** of the policyholder is located

The fee schedule is **as described in the *Benefit Summary***.

**Basic Services:**

- ☐ routine examinations;
- ☐ x-rays;
- ☐ fillings;
- ☐ extractions;
- ☐ oral surgery;
- ☐ polishing;
- ☐ scaling;
- ☐ fluoride treatments;
- ☐ periodontal treatment of the soft and hard tissue supporting the teeth, including provisional intracoronal splinting **but excluding any other type of splinting, appliances, or orthodontic treatment;**
- ☐ endodontics;
- ☐ space maintainers and regainers for missing primary teeth;
- ☐ rebasing, relining and repair of dentures;

**Restorative Services:**

- ☐ inlays and onlays;
- ☐ crowns;
- ☐ fixed bridges;
- ☐ dentures, excluding a duplicate set and equilibrated dentures;
- ☐ bridge repair.

### 3. What limitations are there on coverage?

**No benefit will be paid:**

- ❑ for a covered expense otherwise payable under another benefit of the London Life group insurance policy;
- ❑ for an expense incurred for cosmetic purposes;
- ❑ for ~~an~~ expense incurred for the removal of an amalgam restoration and its replacement with ~~an~~ alternate material unless there is evidence of recurrent decay or significant breakdown;
- ❑ for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- ❑ for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement;
- ❑ for ~~an~~ expense for an injury or disease ~~resulting from war~~ or hostilities of any kind;
- ❑ for more than one examination for a covered person during any period of six consecutive ~~months~~;
- ❑ for ~~an~~ expense incurred for construction of ~~an~~ inlay, onlay or crown unless there is extensive decay, breakdown or fracture of the tooth at the time of construction where an amalgam or similar restorative material cannot adequately restore the tooth;
- ❑ for an expense incurred for replacement of an inlay, onlay, crown or fixed bridge unless there is extensive decay or breakdown which can not be repaired by use of amalgam or similar restorative material;

- for an expense incurred for a precision attachment or for dental restorations for the purposes of:
  - e periodontal splinting;
  - e full mouth rehabilitation;
  - e altering of the vertical dimension; and
  - e modifying the occlusion;
- if you do not comply with the *Right of Subrogation* provision.

#### 4. Can my dental benefits be reduced?

If London Life pays an expense under this dental insurance benefit for which a third party is or may be liable, and you recover compensation from that third party, you may be required to reimburse London Life, or your benefits may be otherwise reduced. For a fuller description of where benefits may be reduced because of the liability, or possible liability, of a third party, see the Right of Subrogation provision under *Part 12, General Provisions*.

#### 5. What if benefits are payable from another source?

If benefits with respect to the same expense are payable under this dental insurance and from any other source, London Life may reduce the amount payable under this dental insurance to ensure that the total amount payable from all sources does not exceed the expense incurred.

#### 6. Important details about claims

For benefits to become payable, written proof satisfactory to London Life of the incurring of an expense for which benefits are claimed hereunder must be received by London Life **not later than 90 days** following the end of the calendar year in which the expense was incurred.

London Life may require a covered person to submit to examination by London Life's dental advisers.

Proof satisfactory to London Life **may** be required to verify statements made to establish insurability.

London Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

No action or proceeding may be commenced against London Life **within 60 days nor after one year** from the expiration of the time when proof of claim is required.



## 7. How to make a dental claim

1. Obtain a *Standard Dental Claim Form* from your manager or plan administrator.
2. Complete and submit the form according to the *Instructions for claim submission* outlined on the form.

### Helpful hints:

- ☐ complete a separate form for each family member;
- ☐ complete the *Coordination of Benefits* section;
- ☐ be sure to sign the form;
- ☐ submit the form at end of treatment or at periodic intervals if treatment continues over a number of months;

### Pre-determination:

For extensive dental work over \$500, submit a claim form/estimate (available from your dentist) showing the proposed treatment and estimated costs so that the amount of benefits payable can be determined.

## 11. Provisions for dependent insurance

*This part defines the terms **dependent** and **child** and provides details on termination of dependent insurance.*

### 1. Who is classified as a dependent?

**Dependent** means:

- ☐ the person of the opposite sex with whom you cohabit in a husband and wife relationship (spouse);
- ☐ your unmarried child under **21** years of age and dependent on you for support;
- ☐ your unmarried child **21** years of age or over who is a full-time student attending or on vacation from an educational institution and dependent on you for support; and
- ☐ any other person required by law to be considered a dependent under the policy. This person will be considered a dependent child for the purposes of any deductible or portion payable shown in the *benefit summary*;

but **excludes** a spouse or child who is also insured for health insurance as an employee under the London Life policy. This exclusion does not apply to dependent life insurance.

The age restriction does not apply to a mentally retarded or physically handicapped person who had this condition and was insured as your dependent immediately before the age of **21**.

**Insured dependent** means a person insured under the London Life group insurance policy as a dependent.

**If dependent life insurance is in force, see the section on *dependent life insurance* to determine when coverage commences.**

The following will be considered to be your **child**:

- ☐ a person related to you by blood or marriage and for whom you are the legal guardian;
- ☐ a person you are adopting, during the period of probation;
- ☐ your stepchild; and
- ☐ a child of the person of the opposite sex with whom you are living in a husband and wife relationship, provided such child is living with you.

## 2. When does dependent insurance coverage terminate?

The insurance on a dependent will terminate on the earliest of

- ☐ the date the dependent ceases to qualify as your dependent;
- ☐ the date you cease to be insured for similar coverage under the London Life policy (for example should you cease being insured for employee dental benefits, the dental benefits on your dependents will also terminate);
- ☐ the date, in the case of a dependent child, determined by age limit restrictions stated in the *Benefit Summary*; and
- ☐ the date specified by the policyholder in a **written notice** to London Life.

If you die **and are insured** under the London Life group **life** insurance plan at the time of your death, any health insurance on your dependents, **other than health C and dental C insurance**, will continue for each dependent **without payment of premium** and on the same basis as immediately prior to the date of your death, until the earlier of:

- ☐ 30 months from the date of your death;
- ☐ the date the dependent would have ceased to qualify **as** your dependent had you not died; and
- ☐ the date you would no longer have been eligible for coverage under the London Life group insurance plan, **had** you not died.

Any health C and dental C insurance on your dependents will continue for 31 days without payment of premium.

If you die and are not insured under the London Life group life insurance plan, any health insurance on your dependents will continue for 31 days without payment of premium.

## 12. General provisions

*This section provides details on:*

- ☐ *alteration of the contract;*
- ☐ *age discrepancies;*
- ☐ *payments;*
- ☐ *legal requirements; and*
- ☐ *right of subrogation.*

### 1. Contract

The contract cannot be altered or any term waived, in whole or in part, except in writing and:

- ☐ signed on ~~behalf~~ of the policyholder; and
- ☐ signed by the President, a Vice-President, or a Registrar on behalf of London Life.

Reference to a province includes a territory when required by the context.

### 2. Age

If the age of an insured person ~~has~~ been misstated, the true age will govern and there will be an equitable adjustment in the amount of premium paid by the policyholder.

### 3. Currency

All payments made to, or by, London Life will be in lawful money of Canada.

#### 4. Conformity with law

If the contract conflicts with any law which applies to an individual's right to group insurance coverage, the contract will be amended to conform to that law.

#### 5. Right of subrogation

If London Life pays a benefit under this contract for a loss for which a **third party is or may be liable**, London Life will be subrogated to **your** rights in **any** claim you assert against the third party.

Where the amount of the benefit paid by London Life, together with the recovery ~~from~~ the third party and from any other source, exceeds 100 per cent of the actual loss or expense, you will hold the benefits in excess of 100 per cent, **less the proportionate amount of unrecovered legal expenses**, in trust for London Life and will **reimburse London Life in the amount of the excess within 30 days following receipt of the third party recovery**.

If the third party recovery compensates you for future loss, any benefits otherwise payable by London Life will be **reduced** so that the total benefits payable in the future will not exceed 100 per cent of ~~the~~ **loss**.

You will co-operate with London Life and in no way compromise London Life's right of subrogation. You will execute **a subrogation reimbursement agreement and direction** and any other documentation required by London Life and provide details of the third party claim.

You must obtain the consent of London Life to any settlement of the third party claim and this consent will not be unreasonably withheld. If you fail to obtain London Life's consent to any settlement, you will be considered to have recovered 100 per cent of the loss from the third party.

If judgement is obtained in the third party action, you must advise London Life of the judgement within 10 days and provide London Life with the details of the total recovery. If you fail to provide these details, you will be considered to have recovered 100 per cent of the loss from the third party.

No benefits will be payable unless the requirements of this provision are satisfied.

## 13. My personal financial security

The employee benefits program provided by your company is **an** important part of your financial security. It's also important for you to have a personal program in place for you and your family - a Freedom 55\* plan which provides needed protection today, plus a financial program that works... so one day you won't have to.

For more information, please complete the following and contact your London Life representative (or your plan administrator).

### Personal insurance plans

- ☐ Family protection
- ☐ Mortgage redemption
- ☐ Death expenses
- ☐ Estate preservation
- ☐ Educational funding
- ☐ Disability income

### Personal retirement and tax deferral plans

- ☐ Registered retirement savings plans
- ☐ Non-registered savings and investment plans
- ☐ Annuities
- ☐ Registered retirement income funds

### Your financial fitness check-up

- |    |  |            |                          |           |                          |
|----|--|------------|--------------------------|-----------|--------------------------|
| 1. | I have started <b>planning</b> for retirement. The income I will receive from all sources, including government pension benefits, will let me retire when <b>and</b> how I wish. | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| 2. | If I die, there is enough money to cover all my personal and business debts.   | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| 3. | My life insurance program has <b>been</b> brought up to date to reflect the effects of inflation.  | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| 4. | I have an up-to-date will.   | <b>Yes</b> | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| 5. | I <b>am</b> making the most effective use of the income <b>tax</b> breaks available to me.   | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| 6. | I have <b>a</b> clear understanding of my group <b>insurance</b> benefits.   | Yes        | <input type="checkbox"/> | No        | <input type="checkbox"/> |
| 7. | I would like additional information and clarification <b>of</b> my coverage.   | Yes        | <input type="checkbox"/> | <b>No</b> | <input type="checkbox"/> |
| 8. | I would like to <b>see</b> how my benefits integrate with my personal financial plans.   | <b>Yes</b> | <input type="checkbox"/> | No        | <input type="checkbox"/> |

# 14. My personal records

## 1. Chequing and savings accounts

FINANCIAL INSTITUTION

Address

Account Number

joint ☐ single ☐

FINANCIAL INSTITUTION

Address

Account Number

joint ☐ single ☐

FINANCIAL INSTITUTION

Address

Account Number

joint ☐ single ☐

Use the space below to note the details of any payments you've authorized to be automatically deducted from your chequing account(s) such as insurance premiums, cable television charges, mortgage or loan instalments.

Pre-authorized payment	Amount	Payment date

## 2. My financial advisors

Use this section to list the individuals who look after your financial affairs, for example, your London Life representative's name, address and phone number, bank manager, trust company officer, lawyer and accountant.

NAME\COMPANY

Address

Phone number

NAME\COMPANY

Address

Phone number

NAME\COMPANY

Address

Phone number

NAME\COMPANY

Address

Phone number



**3.      Location of important documents**

Bank passbooks/statements

Life insurance policies

Investment certificates

Registered retirement savings and income plans

Bonds and stock certificates

Property deed/survey

Home/automobile insurance

Birth/marriage certificates

Medical records

Other documents



---

# **Your employee benefits plan**

---



**MULTIPAK LTD.**  
**Ontario Hourly-paid Plant Employees**  
**Who work the weekend shift**  
**June 1, 1998**

1998-06-01  
1001 14 833

~~11211~~

# Table of Contents

<b>1.</b>	<b>Introduction</b>	<b>1</b>
<b>2.</b>	<b>Benefit summary</b>	<b>4</b>
1.	For Employees	4
2.	For Employees and Dependents	6
<b>3.</b>	<b>General information</b>	<b>9</b>
1.	Who is eligible for employee benefits?	9
2.	Enrollment: how do I apply?	10
3.	Is evidence of insurability required?	10
4.	What am I insured for?	10
5.	How are changes in the amount of my insurance handled?	10
6.	What is meant by insurable earnings?	11
7.	Under what circumstances can my insurance be terminated?	12
8.	Who is the policyholder?	12
<b>4.</b>	<b>Life insurance</b>	<b>13</b>
1.	What am I insured for?	13
2.	How is payment provided?	13
3.	What happens if I become totally disabled?	14
4.	Under what circumstances can I convert my group life insurance?	15
5.	How do I have my life insurance premiums waived while I am totally disabled?	17
6.	How is a life insurance claim made?	18
<b>5.</b>	<b>Accidental death and dismemberment insurance (AD&amp;D)</b>	<b>19</b>
1.	What am I insured for?	19
2.	Schedule of Losses	20
3.	Definitions	21
4.	What limitations are there on coverage?	21
5.	What happens if I become disabled?	22
6.	Important details about accidental death and dismemberment claims	23
7.	How to make accidental death and dismemberment claims	24
<b>6.</b>	<b>Short term disability insurance (STD)</b>	<b>25</b>
1.	What am I insured for?	25
2.	What is total disability?	25
3.	What reductions occur when determining the short term disability payment?	26
4.	What limitations are there on coverage?	26
5.	What if a disability recurs?	27
6.	Important details about claims	28
7.	How to make a short term disability claim	30

<b>7.</b>	<b>Hospitalinsurance</b> . . . . .	<b>31</b>
1.	What am I insured for? . . . . .	31
2.	What limitations are there on coverage? . . . . .	31
3.	Can <b>my</b> hospital benefits be reduced? . . . . .	32
4.	What if benefits <b>are</b> payable from another <b>source</b> ? . . . . .	32
5.	In what special circumstances will my hospital insurance be continued? . .	32
6.	Important details about claims . . . . .	33
7.	<b>How a hospital insurance claim is made</b> . . . . .	34
<b>8.</b>	<b>Visioncareinsurance</b> . . . . .	<b>35</b>
1.	What am I insured for? . . . . .	35
2.	What limitations are there on coverage? . . . . .	35
3.	Can my visioncare benefits be reduced? . . . . .	36
4.	What if benefits are payable from another source? . . . . .	36
5.	Important details about claims . . . . .	36
6.	<b>How to make a visioncare claim</b> . . . . .	37
<b>9.</b>	<b>Healthinsurance</b> . . . . .	<b>38</b>
1.	What am I insured for? . . . . .	38
2.	What are covered expenses? . . . . .	39
3.	InfoMed - emergency travel assistance . . . . .	43
4.	What limitations are there on coverage? . . . . .	44
5.	Can my health insurance benefits be reduced? . . . . .	45
6.	What if benefits are payable from another source? . . . . .	45
7.	In what special circumstances will my health insurance be continued? . . .	46
8.	Important details about claims . . . . .	46
9.	<b>How to make a health insurance claim</b> . . . . .	47
<b>10.</b>	<b>Dentalinsurance</b> . . . . .	<b>48</b>
1.	What am I insured for? . . . . .	48
2.	What are covered expenses? . . . . .	48
3.	What limitations are there on coverage? . . . . .	50
4.	Can my dental benefits be reduced? . . . . .	51
5.	What if benefits are payable from another source? . . . . .	51
6.	Important details about claims . . . . .	51
7.	<b>How to make a dental claim</b> . . . . .	53
<b>11.</b>	<b>Provisions for dependent insurance</b> . . . . .	<b>54</b>
1.	Who is classified <b>as a</b> dependent? . . . . .	54
2.	When does dependent insurance coverage terminate? . . . . .	55
<b>12.</b>	<b>General provisions</b> . . . . .	<b>57</b>
1.	Contract . . . . .	57
2.	Age . . . . .	57
3.	Currency . . . . .	57
4.	Conformity with law . . . . .	58

---

<b>13.</b>	<b>My personal financial security . . . . .</b>	<b>59</b>
<b>14.</b>	<b>My personal records . . . . .</b>	<b>61</b>

# 1. Introduction

*MultiPak Ltd.* is pleased to provide you with a comprehensive employee benefits plan ~~from~~ London Life.

You bring skills and expertise to *MultiPak Ltd.* which enable you to make a contribution that is highly valued. In recognition of this, your employee benefits plan has been designed to help meet the needs of you and your family and to provide you with important financial security.

**This** booklet describes in *summary* your employee benefits plan as of the date shown on the cover. Please read it thoroughly and discuss any questions you have with your manager or plan administrator.

**This** booklet and your group certificate contain important information.

Please keep them in a safe place.

---

**Please note:**

While every effort **has been** made to ensure the accuracy of this booklet, your rights and benefits are governed by the **terms** of the group insurance policy, plan document or plan **text** providing the group benefits. Those governing documents will prevail if they differ from this booklet. Any amendment to the governing documents is effective without notice to you, except **as** required by law.

The relevant provisions of the governing documents are available for review through your employer's plan administrator. Requests for information about coverage and questions about employee benefits should be directed through your employer's plan administrator.

In this booklet, "you" means a person entitled to benefits **in** accordance with the terms of the governing documents.

Unless otherwise indicated, the benefits described in this booklet are administered **by** London Life Insurance Company. However, only those benefits described as "insurance" are underwritten by London Life Insurance Company.

**Group Policy Number: 13248**



## 2. Benefit summary

*This part provides a convenient overview of your benefits plan for both employees and dependents.*

You are eligible for group benefits once you complete the eligibility period of:

**60 working days**

### 1. For Employees

#### **Life insurance**

**\$25,000**

#### **Accidental death and dismemberment insurance**

**\$25,000**

---

## Short term disability insurance

66.7 per cent of weekly insurable earnings with a maximum weekly benefit of \$521.

Benefit payments begin:

- immediately, with no waiting **period** for a disability resulting from bodily injury caused directly and independently of all other causes through accidental means;
- **on** the first day of hospital confinement for which a charge is made to the provincial hospital plan provided the employee is **an** in-patient or admitted to **a** day-care unit in a licensed hospital;
- following a four day waiting period for a disability resulting from disease.

Benefits are payable weekly for not more than 26 weeks of any one disability due to one or more causes.

**Amounts** of short term disability insurance are rounded to the next higher dollar.

---

## **2. For Employees and Dependents**

### **Hospital insurance**

Daily benefit amount:

The dollar amount difference between:

- the public ward rate; and
- the semi-private accommodation rate.

Duration of benefit:

- unlimited

### **Visioncare expense insurance**

Maximum of \$150 every two consecutive calendar years for each covered person.

## Health insurance

Deductible: \$20 per calendar year for the total covered expenses incurred by all covered persons in **a** family.

The ~~maximum~~ deductible for each covered person is \$10 per calendar year.

If more than one covered person in a family is injured in the same accident **only** one \$10 deductible is applied in any one calendar year against the combined covered expenses resulting ~~from~~ the accident.

Portion of covered expenses payable:

100 per cent

~~Maximum~~ amount payable:

unlimited

---

## Dental insurance

Deductible: \$100 per calendar year for the total covered expenses incurred by all covered persons in a family.

The ~~maximum~~ deductible for each covered person is \$50 per calendar year.

If more than one covered person in a family is injured in the same accident, only one \$50 deductible is applied in any one calendar year against the combined covered expenses resulting from the accident.

Basic services payable:

100 per cent

Restorative services payable:

50 per cent

Calendar year ~~maximum~~ for basic expenses:

unlimited

Calendar year maximum for restorative expenses:

\$2,000

Fee schedules:

- The current dental fee schedule, on the date of treatment, approved and published by the provincial dental association of the province of residence of the covered person.
  - The current denturist fee schedule, on the date of treatment, approved and published by the provincial denturist association of the province of residence of the covered person.
-

### 3. General information

*This part provides general information on:*

- ☐ *eligibility;*
- ☐ *plan enrollment;*
- ☐ *evidence of insurability;*
- ☐ *amount of insurance;*
- ☐ *changes in amount of insurance;*
- ☐ *termination of insurance; and*
- ☐ *definition of policyholder.*

#### 1. Who is eligible for employee benefits?

You will be eligible for employee benefits on the first day that you are actively at work full-time and for full pay with your employer following completion of the eligibility period shown in the *Benefit Summary* provided

- ☐ you have been at work continuously, actively, in full-time employment and for full pay with your employer for the eligibility period, and
- ☐ are a resident in Canada.

Full-time means performing in the required manner for the required number of hours per week all of the regular duties of the employment either at **the** usual place of employment or at some other location required by your employer's business.

**You** will not be considered to be full-time if you:

- ☐ **are** classified by **your** employer **as** part-time; or
- ☐ work for fewer than 20 hours per week.

You will be considered to be resident in Canada while on temporary assignment with your employer outside Canada for not more than 12 months.

If insurance under the London Life group insurance policy replaces similar insurance **within 31 days** of the termination of that prior insurance, employees not actively at work who were covered by the prior insurance are eligible to become insured for similar insurance under the London Life group insurance policy. **This** applies if the previous insurance was within the scope of the London Life group insurance policy.

Under these circumstances, the amount of insurance for which the employee is eligible is limited to the amount lost on termination of the prior insurance. Application for London Life group insurance must be made **within 31 days** of the termination of the prior insurance.

## **2. Enrollment: how do I apply?**

Complete and sign your London Life group insurance application card and return it to your plan administrator. If you acquire any dependents after becoming insured, you should apply for dependents' benefits within **31 days** for each dependent acquired.

## **3. Is evidence of insurability required?**

You may be required to give evidence of insurability before becoming insured or when applying for increased amounts of insurance. Evidence of insurability may also be required for any of your dependents.

## **4. What am I insured for?**

The insurance and amounts for which you are insured are indicated on your group insurance certificate, subject to the terms of the group insurance policy.

You cannot be insured for more than the amount described in the Benefit *Summary*.

## **5. How are changes in the amount of my insurance handled?**

When a change in any circumstance would make **you** eligible for a different amount of insurance, the amount of insurance will be adjusted as follows:

If the change would result in an increase, the increase will be effective on the later of:

- ☐ the date of the change in circumstance;
- ☐ the date of your return to active full-time employment for full pay if you were not actively at **work** full-time and for full pay on the date of the change in circumstance; and
- ☐ the date any required evidence of insurability is approved by London Life;

provided written request for increased insurance is received by London Life.

If the change results in a **decrease** in the amount of insurance, the decrease will be effective on the date of the change in the circumstance.

## 6. What is meant by insurable earnings?

Insurable earnings is the amount of earnings you receive from your employer.

**Annual insurable earnings** are as defined from time to time in the written material provided to your employer by London Life for the administration of the **London Life** group insurance policy and is the amount of earnings you receive from your employer in a single year.

**Monthly insurable earnings** is the amount of **earnings** you receive from your employer in a single month and is defined as 1/12 of **annual** insurable earnings.

**Weekly insurable earnings** is the amount of earnings you receive from your employer in a single week and is defined as **1/52** of annual insurable earnings.

### What happens if my earnings are understated or overstated?

- ☐ If your earnings, as reported by your employer to London Life are **understated**, the understated earnings will be used to determine annual insurable earnings;



- ☐ If your earnings, as reported by your employer to London Life are overstated, the correct amount of earnings will be used to determine annual insurable earnings.

## 7. Under what circumstances can my insurance be terminated?

The policyholder may terminate your insurance by giving written notice to London Life.

**Your** insurance will terminate on the date you would cease to be eligible to become insured except **as** required by law. **Your** group insurance coverage may be continued after retirement (refer to the *Benefit Summary* to determine if this applies to your plan and contact your plan administrator for further details).

The policyholder may elect to continue the insurance:

- ☐ during a period when you are absent from work because of **injury** or disease;  
or
- ☐ for up to 31 days during a period when you are absent from work because of leave of absence or layoff.

## 8. Who is the policyholder?

The policyholder is the party under contract with London Life to provide your employee benefit program.

Policyholder does not refer to you, the employee.

## 4. Life insurance

*This part describes the life insurance benefit and provides details regarding:*

- ☐ *how payment is provided;*
- ☐ *what happens upon becoming totally disabled;*
- ☐ *conversion options; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

In the event of your death, London Life will pay the amount of life insurance for which you are insured as described in the *Benefit Summary*.

### 2. How is payment provided?

Proceeds will be paid in one lump sum unless you or a beneficiary requests, by written notice filed with London Life, one of the following alternate payment methods:

- ☐ proceeds left on deposit; or
- ☐ proceeds paid in instalments;

under any settlement plan then available from London Life.

### 3. What happens if I become totally disabled?

If you are insured as a member of **this** group for long term disability insurance with London Life and, prior to your 65th birthday:

- ☐ you become, as a result of **injury** or disease, totally disabled as defined in the long term disability insurance benefit; and
- ☐ the disability has existed for a continuous waiting period of **six** months or a shorter waiting period under **the** long term disability benefit;

or

If you are not insured as a member of this group for long term disability insurance with London Life and, prior to your 65th birthday:

- ☐ you become, as a result of **injury** or disease, totally disabled and are unable to do any work; and
- ☐ the disability has existed for a continuous waiting period of **six** months;

your life insurance will continue without payment of **premium** from the date your disability started and during the continuance of your disability, but not beyond age 65.

#### **Limitation**

In order to have your life insurance premium waived for any **period** of total disability, you must be participating and co-operating in a reasonable and customary treatment program for each disabling condition during that period.

The treatment program must be:

- ☐ recommended by the licensed physician who is treating you; and
- ☐ be of the nature and frequency usually required for each disabling condition.

If you cease to be totally disabled, your life insurance will terminate unless you are then eligible to become insured under this life insurance provision, and premium payments for ~~this~~ coverage are resumed.

If your life insurance terminates as described above, and if you **are** not then eligible to become insured under this life insurance provision, you will be entitled to apply for a new policy. Application must occur during a period of 31 days following termination of this insurance, **and** in accordance with the conversion option outlined in *Part 4 - Life Insurance, Section 4 - Under what circumstances can I convert my group life insurance?*.

If death occurs during the period of 31 days, insurance will be paid as stated in *Part 4 - Life Insurance, Section 4 - Under what circumstances can I convert my group life insurance?*.

#### **4. Under what circumstances can I convert my group life insurance?**

If your life insurance

- ☐ reduces; or
- ☐ terminates:
  - (i) as provided under *Part 3 - General information, Section 7 - Under what circumstances can my insurance be terminated?*
  - (ii) as provided under *Part 4 - Life insurance, Section 3 - What happens if I become totally disabled?;* or
  - (iii) because of termination of this life insurance provision;

and you are not eligible to become insured hereunder, then **you** will have the right, upon ~~written~~ application made **Within 31 days** after such reduction or termination, to ~~obtain~~ a new policy of life insurance without evidence of insurability, as provided below:

- ☐ if your insurance reduces, the amount of the new policy will not exceed the amount of the reduction.
- ☐ if your insurance terminates as provided in (i) or (ii) above, the amount of the new policy will not exceed the amount for which you were insured immediately prior to termination.

- if your insurance terminates as provided in (iii) above and you have been insured for at least five continuous years immediately prior to such termination, the new policy will not exceed the amount required by law.

London Life will issue the new policy, **without total disability benefit or accidental death benefit**, on any of its plans then available according to the class of **risk** to which you then belong.

The types of plans available are:

- a plan other ~~than~~ term insurance;
- term insurance to age **65**; and
- term insurance for a one year period which **may** be converted to term insurance to age **65** or to a plan other ~~than~~ term insurance.

The premium for the new policy **will** be at the rates then established by London Life for your class of **risk**, sex and current age. The new policy will not become effective until the expiration of the 31 day period.

If death occurs during the 31 day period, London Life will pay an amount equal to the insurance you could have converted under this provision. Payment will be made to the person who would have received the proceeds hereunder. **This** payment is in full settlement of all life insurance claims under this provision,

## **5. How do I have my life insurance premiums waived while I am totally disabled?**

For life insurance premiums to be waived, written proof satisfactory to London Life signed by the licensed physician who is treating you must be received by London Life:

- ☐ while you are totally disabled; and
- ☐ within 12 months after the end of the applicable waiting **period**.

Otherwise, the claim for benefits will be invalid.

London Life at any time may request written proof of the continuance of your total disability and may request you to submit to, and co-operate in, examination by London Life's medical and other advisers.

If you do not provide proof satisfactory to London Life within three months following the request or if you refuse to submit to, and co-operate in, examination by London Life's medical and other advisers you **will** be considered to have ceased to be totally disabled immediately prior to the date the request was made.

Proof satisfactory to London Life may be required to verify statements made to establish insurability.

## 6. How is a life insurance claim made?

For benefits to become payable, written proof satisfactory to London Life of the death must be received by **London** Life within one year after the date of death. Proof satisfactory to London Life may be required to verify statements made to establish insurability.

**When a life insurance claim is made upon death of the insured, the employer's plan administrator must:**

- ❑ complete **Proof** of Death - *Employer's Certificate* (London Life form **number** 13-1626) according to the instructions on the form; **and**
- ❑ ensure the form is signed by **an** authorized representative of the employer and submit to London Life.

## 5. Accidental death and dismemberment insurance (AD&D)

*This part describes the accidental death and dismemberment insurance benefit and provides details on:*

- ☐ *definitions;*
- ☐ *limitations;*
- ☐ *waiver of premium on disability; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

If you suffer any of the losses outlined in *Section 2 - Schedule of Losses* (next page), London Life will pay the applicable proportion of the amount of accidental death and dismemberment insurance for which you are insured.

Losses must result from bodily injury sustained while you are insured **and** caused directly and independently of all other causes by external, violent and accidental means.



## 2. Schedule of Losses

loss of	portion payable
Life	100%
Both <b>hands</b> or both arms	100%
Both <b>feet</b> or both legs	100%
Speech and hearing of both ears	100%
One arm or part thereof:	
Arm	75%
Hand	66 2/3%
Thumb and index finger of one hand	33 1/3%
Four fingers of one hand	33 1/3%
One leg or part thereof:	
Leg	75%
Foot	66 2/3%
All toes of one foot	12 1/2%
Speech	50%
Hearing of both ears	50%
loss of use of	
Sight of both eyes	100%
Sight of one eye	66 2/3%
Both <b>hands</b> or both arms or both legs	100%
One leg or one arm	75%
One hand	66 2/3%

### 3. Definitions

- ❑ **Loss** of a hand means severance at or above the wrist joint.
- ❑ **Loss** of an ~~arm~~ means severance at or above the elbow joint.
- ❑ **Loss** of a foot means severance at or above the ankle joint.
- ❑ **Loss** of ~~a~~ leg means severance at or above the knee joint.
- ❑ **Loss** of speech or hearing ~~means~~ total and irrecoverable loss and such loss must continue for **12** months and be permanent.
- ❑ **Loss** of ~~a~~ thumb or ~~finger~~ means severance at or above the metacarpophalangeal joint.
- ❑ **Loss** of ~~a~~ toe means severance at or above the metatarsophalangeal joint.
- ❑ **Loss** of use of sight or of a body member ~~means~~ total and irrecoverable loss of use and such loss must continue for **12** months and be permanent.

### 4. What limitations are there on coverage?

- ❑ No more ~~than~~ one of the above losses will be payable with respect to any limb;
- ❑ The total amount paid for all losses suffered by you ~~as~~ a result of any one accident will not exceed **100%** of the amount of accidental death and dismemberment insurance;
- ❑ No amount will be paid for any loss occurring more than 365 days after the date the injury was sustained;

- No amount will be paid for any loss resulting directly or indirectly from any one of the following:
  - illness or disease;
  - self-destruction or self-inflicted injuries while sane or insane;
  - committing or attempting to commit a criminal offence;
  - riot, civil commotion, insurrection, war or hostilities of any kind or any act incident thereto;
  - the inhalation of gas, voluntarily or otherwise, resulting in death;
  - poisoning or infection, other than infections occurring simultaneously with and in consequence of an accidental cut or wound;
  - injuries of which there is no visible contusion or wound on the exterior of the body, unless either drowning or internal injuries are revealed by autopsy.

## 5. What happens if I become disabled?

**Your** accidental death and dismemberment insurance will be continued **without** payment of premium during any period that your London Life group life insurance is continued without payment of premium because of disability, but not beyond age 65.

## 6. Important details about accidental death and dismemberment claims

### Proof of dismemberment

For benefits to become payable, **written proof** satisfactory to London Life signed by the licensed physician treating you must be received by London Life **within 12 months** after the date of the loss. Otherwise, the claim for benefits will be invalid.

London Life may request you to submit to, and co-operate in, examination by London Life's medical and other advisors. Refusal to submit to such examinations invalidates the claim for benefits.

### Proof of death

For benefits to become payable, **written proof** satisfactory to London Life of the death must be received by London Life **within one year** after the date of death.

Proof satisfactory to London Life may be required to verify statements made to establish insurability.

## 7. How to make accidental death and dismemberment claims

### Accidental dismemberment claims

- ❑ Obtain a *Claim for Group Accidental Dismemberment Benefits* form (London Life form number **13-1734**) from your manager or plan administrator;
- ❑ You, your employer and your medical doctor must complete the applicable portions of the form; and
- ❑ ~~Your~~ manager or plan administrator should submit form to London Life.

### Accidental death claim

- ❑ The plan administrator must complete *Proof of Death - Employer's Certificate* (London Life form number **13-1626**) according to the instructions on the form;
- ❑ The *group, account, and certificate number* for life coverage must be included on the form; and
- ❑ The form must be signed by ~~an~~ authorized representative of the employer ~~and~~ submitted to London Life.

## 6. Short term disability insurance (STD)

*This part describes the short term disability benefit and provides details on:*

- ☐ *short term disability payments;*
- ☐ *limitations on coverage;*
- ☐ *recurrence of disability; and*
- ☐ *claims requirements.*

### 1. What ~~am~~ I insured for?

If you become totally disabled and are continuously so disabled for the waiting period shown in the ***Benefit Summary***, London Life will pay the short term disability benefit for which you were insured at the beginning of total disability **as** described in the ***Benefit Summary***.

Payment will accrue ~~from~~ and be paid on the dates described in the ***Benefit Summary*** and will continue as you continue to be totally disabled but not longer than the period shown in the ***Benefit Summary***.

### 2. What is total disability?

**You** will be totally disabled if unable, because of **injury** or disease, to perform substantially all of the duties of your occupation.

### 3. What reductions occur when determining the short term disability payment?

Your short term disability benefit will be reduced:

- ❑ by any income replacement or payments to which you are entitled:
  - under any automobile insurance plan, provided such plan does not reduce its benefits by benefits payable under the Unemployment Insurance Act, or
  - under any legislated income replacement or compensation plan,unless prohibited by law;
- ❑ by any amount received from your employer as severance pay or under a salary continuance plan; and
- ❑ as provided in the *Right of Subrogation* provision.

### 4. What limitations are there on coverage?

**No benefit will be paid:**

- ❑ for any period of total disability during which you are not participating and co-operating in a reasonable and customary treatment program for each disabling condition;

The treatment program must be recommended by **the** licensed physician or chiropractor treating you **and** be of the nature and frequency usually required for each disabling condition.

There is a limit of one month on recognition of a reasonable and customary treatment program recommended by a chiropractor.

- ☐ for any total disability resulting directly or indirectly ~~from~~ any one of the following:
  - self-inflicted injury while sane or insane;
  - committing or attempting to commit a criminal offence;
  - voluntarily participating in a riot or an insurrection;
  - war or hostilities of any kind or any resultant or act incident thereto;
- ☐ for any period you are on a leave of absence;
- ☐ until the date scheduled for return to work from a period of leave of absence or layoff, for a disability which started during that period of time;
- ☐ if you are disabled **as** a result of injury or disease for which you are entitled to payment under any Workers' Compensation or ~~similar~~ coverage;
- ☐ after death or following retirement under your employer's pension plan;
- ☐ if you are engaged in any occupation for compensation or profit; or
- ☐ if you do not comply with the *Right of Subrogation* provision.

## 5. What if a disability recurs?

If you cease to be totally disabled after receiving benefits and while insured for short term disability insurance, you again become totally disabled due to the same or a related cause, the later disability will be considered to be a continuation of the previous disability.

The later disability will not be considered a continuation of the previous disability if:

- ☐ you completely recover from the previous disability; and
- ☐ are continuously, actively employed full time and for full pay for a period of at least 30 days after termination of the previous disability.



## 6. Important details about claims

For benefits to become payable, written proof satisfactory to London Life signed by the licensed physician treating you must be received by London Life:

- while you are totally disabled; and
- within twelve months after:
  - the end of the waiting period; or
  - the recurrence of disability.

Otherwise, your claim for benefits will be invalid.

If proof of your disability is received by London Life:

- within three months after the end of the waiting period or recurrence of disability, benefits are payable from the end of the waiting period or the date disability recurred; or
- after three months but prior to twelve months after the end of the waiting period or recurrence of disability, benefits are payable from the date the proof was received by London Life.

London Life at any time may request that you:

- provide written proof of the continuance of your total disability; and
- that you submit to, and co-operate in, examination by London Life's medical and other advisors.

If you do not provide proof satisfactory to London Life **within** three months following a request, or refuse to submit to, and co-operate in, examination by London Life's medical and other advisors, you will be considered to have ceased to be totally disabled immediately prior to the date the request was made.

Proof satisfactory to London Life may be required to verify statements made to establish insurability.

London Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

**Note on limitation of action:**

No action or proceeding may be commenced against London Life more than one **year** from the later of:

- ☐ the end of the **period** in which proof of claim may be submitted as stated previously under this section; and
- ☐ the date of notice of termination of benefits.

**Important:** Telephone *calls* are not considered treatment.

## 7. How to make a short term disability claim

1. Obtain a *Claim for Short Term Disability Insurance* form (London Life form number **13-2485**) from your manager or plan administrator.
2. See a medical doctor no later than the 5th day following the beginning of total disability or any recurrence of total disability.
3. **You** and your medical doctor must complete and sign the applicable portions of the form.
4. Give the form to your manager or plan administrator by the **10th** day following the beginning of total disability or any recurrence of total disability.
5. Your manager or plan administrator should complete the applicable portion of the form, an authorized official of the employer must sign the form, and then the form should be submitted to London Life.

## 7. Hospital insurance

*This part describes the hospital insurance benefit and provides details on:*

- ☐ *limitations on coverage;*
- ☐ *coverage by other insurance plans;*
- ☐ *continuation of coverage; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

If a covered person, meaning you or your insured dependent, is confined in a licensed hospital as a result of disability caused by injury or disease, London Life will pay to you the reasonable charges payable by the covered person to the hospital for **medically necessary room and board** up to the daily amount shown in the *Benefit Summary* for each day of such hospital confinement.

### 2. What limitations are there on coverage?

No benefit ~~will~~ be paid:

- ☐ for a period of hospital confinement which began before the covered person became insured under this policy; this limitation will not apply to a child who became insured at birth;
- ☐ for injury or disease for which **a** covered person is entitled to payment under any Workers' Compensation or similar coverage;
- ☐ for an amount for which a covered person is not required to pay;
- ☐ for an amount for which a covered person is entitled to reimbursement under any non-contractual arrangement;
- ☐ for an amount which a covered **person** is entitled to reimbursement under **the** health plan of the province of residence, regardless of whether the person is **insured** under that plan;

- for an amount which is not permitted to be insured;
- for **injury** or disease resulting from war or hostilities of any kind;
- for confinement of a covered person over 65 years of age to a chronic or convalescent hospital;
- if you do not comply with the *Right of Subrogation* provision.

### 3. **Can my hospital benefits be reduced?**

If London Life pays an expense under this hospital insurance benefit for which a third party is or may be liable, and you recover compensation from that third party, you may be required to reimburse London Life, or your benefits may be otherwise reduced. For a fuller description of where benefits may be reduced because of the liability, or possible liability, of a third party, see the *Right of Subrogation* provision under **Part 12, General Provisions**.

### 4. **What if benefits are payable from another source?**

If benefits for incurred expenses are payable under **this** hospital insurance provision **and** from any other source, London Life may reduce the amount payable to ensure that the total amount payable from all sources does not exceed the expense incurred.

### 5. **In what special circumstances will my hospital insurance be continued?**

If you are totally disabled because of injury or disease and are therefore unable to perform all of the duties of your occupation on the date when your hospital insurance would otherwise have terminated, your hospital insurance will be continued during the period of disability but **for not more than 90 days from such termination date**.

If your insured dependent is confined in a licensed hospital because of **injury** or disease on the date when his or her hospital insurance would otherwise have terminated, the hospital insurance will be continued during the period of hospital confinement but **for not more than 90 days from such termination date**.

## 6. Important details about claims

For benefits to become payable, written proof satisfactory to London Life of the incurring of **an** expense for which benefits are claimed under the policy must be received by London Life not later than **90** days following the end of the calendar year in which the expense was incurred.

London Life may require a covered person to submit to examination by London Life's medical advisers.

Proof satisfactory to London Life may be required to verify statements made to establish insurability.

London Life, in its discretion **and** to the extent **permitted** by law, **may** pay another person on your behalf.

Payment for a charge by a hospital or dentist may be made directly to the hospital or dentist, instead of to you, and such payment will be a complete discharge to London Life for the amount paid.

No action or proceeding may be commenced against London Life **within 60 days nor after one year from** the expiration of the time when proof of claim is required.

## 7. How a hospital insurance claim is made

- In most instances, the hospital will complete a standard hospital ***claim form***, showing your full London Life identification (group policy, account and certificate numbers) and forward the form to London Life.

Upon receipt of this standard hospital claim form, London Life will provide payment directly to the hospital for the covered expenses.

- In cases where the hospital has given the receipt/invoice to you directly and you have provided payment to the hospital, have the hospital complete a standard hospital claim form, showing your full London Life identification (group policy, account and certificate numbers).

Forward **this form** to London Life and include the receipt/invoice as proof of claim.

Upon receipt of this standard hospital claim form, London Life will provide payment directly to you for the covered expenses.

Claims must be submitted no later than 90 days after the end of the calendar year in which the expenses were incurred.

## 8. Visioncare insurance

*This part describes the visioncare insurance benefit and provides details on:*

- ☐ *eligible covered expenses;*
- ☐ *limitations on coverage;*
- ☐ *coverage by other insurance plans; and*
- ☐ *claims requirements.*

### 1. What ~~am~~ I insured for?

If a covered person, meaning you or your **insured** dependent, incurs expenses for necessary:

- ☐ contact lenses; or
- ☐ eyeglass lenses;

which are prescribed by a licensed physician or optometrist for the correction of impaired vision; and

- ☐ **frames** for eyeglass lenses;

London Life will pay to you the reasonable **charges** incurred for such expenses, up to the maximum amount shown **in** the *Benefit Summary*.

### 2. What limitations are there on coverage?

**No benefit will be paid for:**

- ☐ safety glasses;
- ☐ sun glasses (with or without prescription);
- ☐ glasses or contact lenses for cosmetic or decorative purposes;



- an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is insured under that plan;
- an expense which is not permitted to be insured;
- if you do not comply with the *Right of Subrogation* provision.

### 3. Can my visioncare benefits be reduced?

If London Life pays an expense under this visioncare insurance benefit for which a third party is or may be liable, and you recover compensation from that third party, you may be required to reimburse London Life, or your benefits may be otherwise reduced. For a fuller description of where benefits may be reduced because of the liability, or possible liability, of a third party, see the *Right of Subrogation* provision under Part 12, General Provisions.

### 4. What if benefits are payable from another source?

If benefits with respect to the same expense are payable under this visioncare insurance and from any other source, London Life may reduce the amount payable under this visioncare insurance to ensure that the total amount payable from all sources does not exceed the expense incurred.

### 5. Important details about claims

For benefits to become payable, written proof satisfactory to London Life of the incurring of an expense for which benefits are claimed under this plan must be received by London Life **not later than 90 days** following the end of the calendar year in which the expense was incurred.

Proof satisfactory to London Life may be required to verify statements made to establish insurability.

London Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

No action or proceeding may be commenced against London Life **within 60 days nor after one year** from the expiration of the time when proof of claim is required.

## 6. How to make a visioncare claim

1. Obtain a *Claim for visioncare benefits* form (London Life form number 13-3002) from your manager or plan administrator.
2. Complete the claim form **according to the instructions** provided on the form.

### Helpful hints:

- ☐ you and your practitioner must both sign the claim form;
- ☐ ensure the form is completed in full to prevent delays in processing of your claim;
- ☐ a separate claim form must be used for each family member.

## 9. Health insurance

*This part describes the health insurance benefit and provides details on:*

- ☐ *eligible covered expenses;*
- ☐ *limitations on coverage;*
- ☐ *coverage by other insurance plans;*
- ☐ *special continuation of coverage; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

If a covered person, meaning you or your insured dependent, incurs covered expenses in excess of the deductible, London Life will pay to you a portion of such covered expenses in excess of the deductible. The deductible and portion payable are shown in the ***Benefit Summary***.

No amount will be paid for covered expenses otherwise payable under another benefit of the London Life group insurance policy.

The ***Benefit Summary*** shows the maximum payable for covered expenses incurred by a covered person during:

- ☐ the current year; and
- ☐ the two immediately preceding calendar years;

under this health insurance benefit and any similar coverage issued by London Life.

If any covered expense is not paid because the maximum amount payable has been reached, the expense may not be claimed in a subsequent calendar year.

## 2. What are covered expenses?

Covered expenses are the reasonable charges ~~for~~ medically necessary services and supplies for the treatment of any ~~injury~~ or ~~disease~~ as described below, made:

- by a licensed hospital, including ~~semi-private~~ and private accommodation,
  - in Canada; and
  - outside Canada for a ~~temporary~~ period in the case of a resident of Canada who requires ~~hospitalization~~ due to an emergency while travelling or on vacation;

If a resident of ~~Canada~~ ~~elects~~ ~~hospitalization~~ outside Canada, payment is made for a ~~temporary period~~ and is ~~limited~~ to \$75 a day.

In all cases, charges ~~by a chronic or convalescent hospital~~ for a covered person over 65 years ~~of age~~ are ~~excluded~~.

- for services rendered outside the ~~province~~ of residence of the covered person by a licensed physician in excess ~~of the charges~~ allowed under the health plan of the province of residence ~~whether or not the~~ covered person is insured under that plan.

The amount payable for such ~~services~~ ~~will be limited~~ to the amount specified in the fee schedule except in ~~an emergency while the~~ covered person is travelling or on vacation.

~~Fee~~ schedule means the ~~schedule of fees of the medical~~ association or the College ~~of Physicians and Surgeons at the time of treatment~~.

- in the province of residence ~~of~~ a covered person; and
- if the covered person is ~~resident~~ outside Canada, in the province where the Canadian head ~~office of the~~ policyholder is located.

- |   |   |
|---|---|
| <p>□ for drugs dispensed by a licensed pharmacist on the written prescription of a licensed physician or dentist or by a licensed pharmacist on the written prescription of a licensed physician or dentist;</p> <p><b>excluding:</b></p> <ul style="list-style-type: none"> <li>● food and dietary supplements;</li> <li>● cosmetic or hygienic products;</li> <li>● experimental drugs; and</li> <li>● drugs not approved for marketing in Canada by <i>Health Canada</i> or not considered by the <i>Canadian Medical Association</i> or by the medical association of the province of residence of the covered person to be therapeutically useful;</li> </ul>  | <p>sed physician or dentist or by a licensed pharmacist on the written prescription of a licensed physician or dentist;</p> |
| <p>□ for services of the following authority in the province where the service is rendered:</p> <ul style="list-style-type: none"> <li>● chiropractor;</li> <li>● osteopath;</li> <li>● naturopath;</li> <li>● podiatrist;</li> <li>● physiotherapist;</li> <li>● speech therapist; and</li> <li>● masseur;</li> </ul> <p>limited to \$20 per visit; and</p> <ul style="list-style-type: none"> <li>● psychologist;</li> </ul> <p>limited to:</p> <ul style="list-style-type: none"> <li>● \$20 per half-hour for individual psychotherapy and testing;</li> <li>● \$25 per half-hour for family therapy;</li> <li>● \$10 per hour for group therapy; and</li> <li>● \$20 for all other visits</li> </ul> | <p>if licensed by a licensing and registration authority in the province where the service is rendered:</p>                 |

Charges for services by a member of the *College of Physicians and Surgeons* are paid by the provincial health insurance plan.

- ❑ for x-rays by a licensed chiropractor, limited to \$45 per calendar year for the covered person;
- ❑ for surgery performed by a licensed podiatrist, limited to \$200 per calendar year for the covered person;
- ❑ for visual motor therapy by a licensed optometrist limited to \$10 per half-hour;
- ❑ for eye examinations by a licensed physician or a licensed optometrist, limited to \$35 per visit;
- ❑ for services of a dentist for the excision of a cyst or tumour;
- ❑ for services of a dentist only if the treatment is both required as a direct result of an accidental **injury** to natural teeth from **an** external blow, **excluding biting accidents**, and the treatment is performed within **the 12 month period** immediately following the accident;
- ❑ for ambulance service to the nearest hospital where treatment is available;
- ❑ for private duty nursing service by a registered nurse (not ordinarily resident in the home of the covered person and not related to the covered person):
  - in the home of the covered person; and
  - in a hospital outside **Canada** if the covered person is a resident of Canada;

provided that:

- such service can be performed **only** by a registered nurse **and** not by a person of lesser qualifications; and
- such service was recommended and approved by a licensed physician;

limited to a cumulative lifetime benefit period of 365 service days.

Any claims incurred on any particular day will constitute a benefit period of one service day regardless of the number of hours of service.

- for an artificial eye, ~~arm~~, hand, leg, foot, breast and orthopaedic brace, including repairs and adjustments, or replacement if repair is not possible, or to accommodate a growing child;
- for stump socks limited to six pair per calendar year for the covered person;
- for a hearing aid;
- for eye glasses or contact lenses following a cataract operation, limited to \$100 for each eye once only;
- for oxygen **and** its administration;
- ▮ for rental of a wheel chair, crutches or hospital bed recommended and approved by a licensed physician;
- for the following items if recommended **and** approved by **a** licensed physician:
  - elastic stockings, limited to two pair per calendar year for the covered person;
  - traction appliance;
  - spinal and abdominal medical support;
  - varco traction kit, belt and similar appliance;
  - neck brace;
  - cervical collar;
  - ileostomy or colostomy kit;

- for custom built orthopaedic shoes, ~~the~~ charge reduced by the cost of ordinary shoes, and orthopaedic modifications ~~to~~ shoes; provided such ~~shoes~~ and modifications are recommended and approved by a licensed physician or by a licensed podiatrist;
- for a wig required for permanent hair loss as a result of any injury or disease, or for temporary ~~hair~~ loss as a result ~~of~~ medical treatment for any disease, limited to a lifetime maximum of \$700 for the covered person;
- for any services and supplies that are required by law to be covered expenses under this benefit.

Additional services and supplies may be included at the discretion of London Life.

### 3. InfoMed - emergency travel assistance

In addition to the covered expenses outlined previously in Section 2, covered expenses also include the reasonable charges for necessary services and supplies incurred as a result of the emergency treatment of injury or disease which occurs **during the first 60 days of travel** in any period of absence from the province of residence, for

- the **transportation, hotel/motel lodging, and custodial services** of an attendant for dependent children travelling with a covered person, left unattended by ~~the~~ death or hospitalization of the covered person, limited to \$2,000;
- **return of the covered person's vehicle** to his or her residence or to the nearest appropriate rental agency, if the covered person dies or is hospitalized for more than seven consecutive days, limited to \$1,000 and one vehicle;
- **transportation and hotel/motel lodging for one family member** to visit a covered person who, while travelling alone, has been hospitalized for more than seven consecutive ~~days~~, limited to the cost of one round-trip economy fare and \$150 a day hotel/motel lodging and expenses for a maximum of 10 days;
- **prearranged, pre-paid return transportation**, missed due to injury or disease of the covered person, limited to one-way economy fares, less credit for unused tickets, for the covered person and ~~one~~ accompanying family member;



- **hotel/motel lodging and expenses incurred on and after a pre-arranged return departure date for an accompanying family member** who remains with a covered person who is hospitalized on the pre-arranged return departure date, limited to \$150 a day for a maximum of 10 days;
- **preparation and shipment of the body of a deceased covered person** for burial or cremation, limited to the lesser of the cost to prepare and return the body to the province of residence and \$5,000; the cost of a coffin is not a covered expense.
- **incidental non-medical hospital expenses** incurred by a covered person while hospitalized, limited to \$100.

Additional services and supplies may be included at the discretion of London Life.

#### 4. What limitations are there on coverage?

##### No benefit will be paid:

- for any covered expense incurred during a period of hospital confinement which began before the covered person became insured under the policy.  
**This limitation will not apply to a child who became insured at birth.**
- for a periodic health check-up or examination;
- for travel for health;
- for cosmetic surgery;
- for dental services except as a covered expense for:
  - the excision of a cyst or tumour; and
  - only if the treatment is both required as a direct result of an accidental injury to natural teeth from an external blow, **excluding biting accidents**, and the treatment is performed **within the 12 month period** immediately following the accident;

- ❑ for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- ❑ for an expense for ~~which~~ a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is insured under that plan;
- ❑ for a charge which is not permitted to be insured;
- ❑ for an injury or disease resulting from war or hostilities of any kind;
- ❑ if you do not comply with the *Right of Subrogation* provision.

## 5. Can my health insurance benefits be reduced?

If London Life pays an expense under this health insurance benefit for which a third party is or may be liable, and you recover compensation ~~from~~ that third party, you may be required to reimburse London Life, or your benefits may be otherwise reduced. For a fuller description of where benefits may be reduced because of the liability, or possible liability, of a third party, see the *Right of Subrogation* provision under *Part 12, General Provisions*.

## 6. What if benefits are payable from another source?

If benefits with respect to the same expense are payable under this health insurance and from any other source, London Life ~~may~~ reduce the amount payable under your health insurance to ensure that the total amount payable ~~from~~ all sources does not exceed the expense incurred.

## 7. In what special circumstances will my health insurance be continued?

If you are totally disabled because of injury or disease and are therefore unable to perform all of the duties of your occupation on the date when your health insurance would otherwise have terminated, coverage will be continued during the period of disability **for not more than 90 days from such termination date.**

If your insured dependent is confined in a licensed hospital because of injury or disease on the date when his or her health insurance would otherwise have terminated, coverage will be continued during the period of hospital confinement **for not more than 90 days from such termination date.**

## 8. Important details about claims

For benefits to become payable, written **proof** satisfactory to London Life of the incurring of an expense for which benefits are claimed under the policy must be received by London Life **not later than 90 days** following the end of the calendar year in which the expense was incurred.

London Life may require a covered person to submit to examination by London Life's medical advisers.

Proof satisfactory to London Life may be required to verify statements made to establish insurability.

London Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

Payment for a charge by a hospital or dentist may be made directly to the hospital or dentist, instead of to you, and such payment will be a complete discharge to London Life for the amount paid.

No action or proceeding may be commenced against London Life **within 60 days nor after one year** from the expiration of the time when proof of claim is required.

## 9. How to make a health insurance claim

1. Obtain a ***Claim for Health Benefits*** form from your manager or plan administrator.
2. Complete and submit the claim form according to the instructions provided on the form.

### Helpful hints:

- ☐ be sure to sign the form;
- ☐ accumulate expenses **until** they exceed \$50 before claiming, but not longer than 90 days after the end of the year in which the expenses were incurred;
- ☐ drug expenses require a ***drug identification number (DIN)*** for each drug;
- ☐ enclose receipts and statements of payments for items paid in part or in full by another source (eg. another insurance company, government plan, Workers' Compensation, etc.);
- ☐ ***Co-ordination of benefits*** section must be completed for all dependent claims;
- ☐ if claiming expenses for:
  - services of paramedical practitioners;
  - nursing services; or
  - non-drug items such as medical equipment and appliances;obtain a ***Paramedical/Equipment/Nursing*** claim form **from your** plan administrator;
- ☐ for out-of-Canada expenses, send to your Provincial Medicare Plan first and retain copies for claiming unpaid balances. For details on how to claim unpaid Medicare balances, see the reverse side of the ***Claim for Health Benefits*** form; and
- ☐ bills or receipts, other than those required for government drug plans, will not be returned.

## 10. Dental insurance

*This part describes the dental insurance benefit and provides details on:*

- ☐ *eligible covered expenses;*
- ☐ *fee schedule definitions;*
- ☐ *limitations on coverage;*
- ☐ *coverage by other insurance plans; and*
- ☐ *claims requirements.*

### 1. What am I insured for?

If a covered person, meaning you or your insured dependent, incurs covered expenses, London Life will pay to you a portion of the covered expenses in excess of the deductible. The deductible and portion payable are shown in the ***Benefit Summary***.

The maximum amount payable for a covered person is also shown in the ***Benefit Summary***.

### 2. What are covered expenses?

Covered expenses are the reasonable charges, **not exceeding those specified in the fee schedule**, incurred **for** necessary dental services **as** described below which are performed or prescribed by a licensed dentist or a denturist licensed to practise denture therapy. If an allowance for **an** expense is not included in the fee schedule, London Life will determine the reasonable and customary allowance. If the covered person is resident outside of Canada, the applicable fee schedule is that of the province where the Canadian head office of the policyholder is located.

The fee schedule is as described in the ***Benefit Summary***.

**Basic Services:**

- ☐ routine examinations;
- ☐ x-rays;
- ☐ fillings;
- ☐ extractions;
- ☐ oral surgery;
- ☐ polishing;
- ☐ scaling;
- ☐ fluoride treatments;
- ☐ periodontal treatment of the soft and hard tissue supporting the teeth, including provisional intracoronal splinting **but excluding any other type of splinting, appliances, or orthodontic treatment;**
- ☐ endodontics;
- ☐ space maintainers and regainers for missing primary teeth;
- ☐ rebasing, relining and repair of dentures;

**Restorative Services:**

- ☐ inlays and onlays;
- ☐ crowns;
- ☐ fixed bridges;
- ☐ dentures, excluding a duplicate set **and** equilibrated dentures;
- ☐ bridge repair.

### 3. What limitations are there on coverage?

#### No benefit will be paid:

- ☐ for a covered expense otherwise payable under another benefit of the London Life group insurance policy;
- ☐ for an expense incurred for cosmetic purposes;
- ☐ for an expense incurred for the removal of an amalgam restoration and its replacement with an alternate material unless there is evidence of recurrent decay or significant breakdown;
- ☐ for **injury** or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- ☐ for an expense for which **a** covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement;
- ☐ for an expense for an **injury** or disease resulting from war or hostilities of any kind;
- ☐ for more than one **examination** for a covered person during any period of six consecutive months;
- ☐ for an expense incurred for **construction of an inlay**, onlay or crown unless there is extensive decay, **breakdown** or fracture of the tooth at the time of construction where an **amalgam or similar** restorative material cannot adequately restore the tooth;
- ☐ for an expense incurred for **replacement** of **an** inlay, onlay, crown or fixed bridge unless there is **extensive decay or** breakdown which can not be repaired by use of amalgam or **similar restorative material**;

- for an expense incurred for a precision attachment or for dental restorations for the purposes of:
  - periodontal splinting;
  - full mouth rehabilitation;
  - altering of the vertical dimension; and
  - modifying the occlusion;
- if you do not comply with the *Right of Subrogation* provision.

#### **4. Can my dental benefits be reduced?**

If London Life pays **an** expense under this dental insurance benefit for which a third party is or may be liable, and you recover compensation from that third party, you may be required to reimburse London Life, **or** your benefits may be otherwise reduced. For a fuller description of where benefits may be reduced because of the liability, or possible liability, of a third party, see the Right of Subrogation provision under *Part 12, General Provisions*.

#### **5. What if benefits are payable from another source?**

If benefits with respect to the same expense are payable under this dental insurance and from any other source, London Life may reduce the amount payable under this dental insurance to ensure that the total amount payable from all sources does not exceed the expense incurred.

#### **6. Important details about claims**

For benefits to become payable, written proof satisfactory to London Life of the incurring of an expense for which benefits are claimed hereunder must be received by London Life not later than **90 days** following the end of the calendar year in which the expense was incurred.

London Life may require a covered person to submit to examination by London Life's dental advisers.



Proof satisfactory to London Life may be required to verify statements made to establish insurability.

London Life, in its discretion and to the extent permitted by law, may pay another person on your behalf.

Payment for a charge by a hospital of a dentist may be made directly to the hospital or the dentist, instead of to you. Such payment will be a complete discharge to London Life for the amount so paid.

No action or proceeding may be commenced against London Life within **60 days nor after one year ~~from the~~** expiration of the time when proof of claim is required.

## 7. How to make a dental claim

1. Obtain a *Standard Dental Claim Form* from your manager or plan administrator.
2. Complete and submit the form according to the *Instructions for claim submission* outlined on the form.

### Helpful hints:

- ☐ complete a separate form for each family member;
- ☐ complete the *Coordination of Benefits* section;
- ☐ be sure to sign the form;
- ☐ submit the form at end of treatment or at periodic intervals if treatment continues over a number of months;

### Pre-determination:

For extensive dental work over \$500, submit a claim form/estimate (available from your dentist) showing the proposed treatment **and** estimated costs so that the amount of benefits payable can be determined.

## 11. Provisions for dependent insurance

*This part defines the terms dependent and child and provides details on termination of dependent insurance.*

### 1. Who is classified as a dependent?

**Dependent** means:

- ☐ the person of the opposite sex with whom you cohabit in a husband and wife relationship (spouse);
- ☐ your unmarried child under **21** years of age and dependent on you for support;
- ☐ **your** unmarried child **21** years of age or over who is a full-time student attending or on vacation from an educational institution and dependent on you for support; and
- ☐ any other person required by law to be considered a dependent under the policy. **This** person will be considered a dependent child for the purposes of any deductible or portion payable shown in the *benefit summary*;

but **excludes** a spouse or child who is also insured for health insurance as an employee under the London Life policy. This exclusion does not apply to dependent life insurance.

The age restriction does not apply to a mentally retarded or physically handicapped person who had this condition and was insured as your dependent immediately before the age of **21**.

**Insured dependent** means a person insured under the London Life group insurance policy as a dependent.

**If dependent life insurance is in force, see the section on *dependent life insurance* to determine when coverage commences.**

The following will be considered to be your **child**:

- ☐ a person related to you by blood or marriage and for whom you are the legal guardian;
- ☐ a person you are adopting, during the period of probation;
- ☐ your stepchild; and
- ☐ a child of the person of the opposite sex with whom you are living in a husband and wife relationship, provided such child is living with you.

## 2. When does dependent insurance coverage terminate?

The insurance on a dependent will terminate on the earliest of

- ☐ the date the dependent ceases to qualify as your dependent;
- ☐ the date you cease to be insured for similar coverage under the London Life policy (for example should you cease being insured for employee dental benefits, the dental benefits on your dependents will also terminate);
- ☐ the date, in the case of a dependent child, determined by age limit restrictions stated in the *Benefit Summary*; and
- ☐ the date specified by the policyholder in a **written notice** to London Life.

If you die **and are insured** under the London Life group **life** insurance plan at the time of your death, any health insurance on your dependents, **other than health C and dental C insurance**, will continue for each dependent **without payment of premium** and on the same basis as immediately prior to the date of your death, until the earlier of:

- ☐ 30 months from the date of your death;
- ☐ the date the dependent would have ceased to qualify as your dependent had you not died; and
- ☐ the date you would no longer have been eligible for coverage under the London Life group insurance plan, had you not died.

Any health C and dental C insurance on your dependents will continue for 31 days without payment of premium.

health insurance on your dependents will continue for 31 days without payment of premium.

## 12. General provisions

*This section provides details on:*

- ☐ *alteration of the contract;*
- ☐ *age discrepancies;*
- ☐ *payments;*
- ☐ *legal requirements; and*
- ☐ *right of subrogation.*

### 1. Contract

The contract cannot be altered or any term ~~will~~ **be** altered, in whole or in part, except in writing and:

- ☐ signed on behalf of the policyholder; ~~and~~
- ☐ signed by the President, a Vice-President, or a Registrar on behalf of London Life.

Reference to a province includes a territory ~~when~~ **as** required by the context.

### 2. Age

If the age of an insured person has been misstated, the true age will govern ~~and~~ **and** there will be ~~an~~ **an** equitable adjustment in the amount of premium paid by the policyholder.

### 3. Currency

All payments made to, or by, London Life ~~will~~ **be** in lawful money of ~~Canada~~.

#### 4. **Conformity with law**

If the contract conflicts with any law which applies to an individual's right to group insurance coverage, the contract will be amended to conform to that law.

#### 5. **Right of subrogation**

If London Life pays a benefit under this contract for a loss for which a third party is **or may be liable**, London Life will be subrogated to your rights in any claim you assert against the third party.

Where the amount of the benefit paid by London Life, together with the recovery from the third party and from any other source, exceeds 100 per cent of the actual loss or expense, you will hold the benefits in excess of 100 per cent, **less the proportionate amount of unrecovered legal expenses**, in trust for London Life and will **reimburse London Life in the amount of the excess within 30 days following receipt of the third party recovery**.

If the third party recovery compensates you for future loss, any benefits otherwise payable by London Life will be reduced so that the total benefits payable in the future will not exceed 100 per cent of the loss.

You will co-operate with London Life and in no way compromise London Life's right of subrogation. You will execute a **subrogation reimbursement agreement and direction** and any other documentation required by London Life and provide details of the third party claim.

You must obtain the consent of London Life to any settlement of the third party claim and this consent will not be unreasonably withheld. If you fail to obtain London Life's consent to any settlement, you will be considered to have recovered 100 per cent of the loss from the third party.

If judgement is obtained in the third party action, you must advise London Life of the judgement within 10 days and provide London Life with the details of the total recovery. If you fail to provide these details, you will be considered to have recovered 100 per cent of the loss from the third party.

No benefits will be payable unless the requirements of this provision are satisfied.

## 13. My personal financial security

any  
prog  
oday,

and co

### Personal retirement

- |  |  |
|--|--|
| <input type="checkbox"/> Family protection   | <input type="checkbox"/> Registered retirement savings plans         |
| <input type="checkbox"/> Mortgage redemption | <input type="checkbox"/> Non-registered savings and investment plans |
| <input type="checkbox"/> Death expenses      | <input type="checkbox"/> Annuities                                   |
| <input type="checkbox"/> Estate preservation | <input type="checkbox"/> Registered retirement income funds          |
| <input type="checkbox"/> Educational funding |  |
| <input type="checkbox"/> Disability income   |  |

### Your financial fitness check-up

- |    |  |     |                          |    |                          |
|----|--|-----|--------------------------|----|--------------------------|
| 1. | I have started planning for retirement. The income I will receive from all sources, including government pension benefits, will let me retire when and how I wish. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 2. | If I die, there is enough money to cover all my personal and business debts.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 3. | My life insurance program has been brought up to date to reflect the effects of inflation.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 4. | I have an up-to-date will.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 5. | I am making the most effective use of the income tax breaks available to me.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 6. | I have a clear understanding of my group insurance benefits.   | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 7. | I would like additional information and clarification of my coverage.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 8. | I would like to see how my benefits integrate with my personal financial plans.  | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |



## 14. My personal records

### 1. Chequing and savings accounts

FINANCIAL INSTITUTION

Address

Account Number

joint ☐ single ☐

FINANCIAL INSTITUTION

Address

Account Number

joint ☐ single ☐

FINANCIAL INSTITUTION

Address

Account Number

joint ☐ single ☐

Use the space below to note the details of any payments you've authorized to be automatically deducted from your chequing account(s) such as insurance premiums, cable television charges, mortgage or loan instalments.

Pre-authorized payment

Amount

Payment date

### 2. My financial advisors

Use this section to list the individuals who look after your financial affairs, for example, your London Life representative's name, address and phone number, bank manager, trust company officer, lawyer and accountant.

NAME\COMPANY

Address

Phone number

NAME\COMPANY

Address

Phone number

NAME\COMPANY

Address

Phone number

NAME\COMPANY

Address

Phone number

3.	<b>Location of important documents</b>	
	<u>Bank passbooks/statements</u>	
	<u>Life insurance policies</u>	
	<u>Investment certificates</u>	
	<u>Registered retirement savings and income plans</u>	
	<u>Bonds and stock certificates</u>	
	<u>Property deed/survey</u>	
	<u>Home/automobile insurance</u>	
	<u>Birth/marriage certificates</u>	
	<u>Medical records</u>	
	<u>Other documents</u>	