

COLLECTIVE AGREEMENT

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TERM.	01	06	30
No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	120		

B.F.T.W.F.F.N.: HERTZ CANADA, LTD.

Rent-A-Car Division

(Hereinafter referred to as "The Company")

A.N.D.: UNITED FOOD & COMMERCIAL WORKERS

UNION, LOCAL 175

Chartered by the United Food & Commercial Workers

International Union

(Hereinafter referred to as "The Union")

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COLLECTIVE AGREEMENT

WHEREAS: The Company and the Union desire to cooperate in establishing and maintaining conditions which **will** promote a harmonious relationship between the Company and the employees covered by this Agreement, and in providing methods for a fair and amicable adjustment of disputes which may arise between them, and to promote efficient operation.

NOW, THEREFORE, the Company and the Union mutually agree **as** follows:

ARTICLE 1:00 - Bargaining Agency

1:01 The Company recognizes the Union as the sole collective bargaining agency for all employees employed by Hertz Canada, Ltd., Rent-A-Car Division in or in connection with its outlets located in the Greater Toronto District (which includes Metropolitan Toronto, Mississauga), save and except station managers, mechanics, trippers, office staff, supervisors and persons above that rank, per file number 1800-76-R, Ontario Labour Relations Board

ARTICLE 2:00 - Union Security

2:01 The Company agrees that, with reference to such of its employees as are covered by this Agreement, it will retain in its employ only members in good standing of the Union or those who become members within the first thirty (30) calendar days of employment. The Union agrees that it will not unreasonably deny application for admission to the Union. The Company agrees to notify the Union of all new employees at least every month. The Union agrees to notify the Company in writing by registered mail of the name of any employee who is not in good standing in the Union. The Company agrees to have new employees sign the Union's Membership Application Form at the time of hiring and to forward the Application Form to the Union office together with the Dues Checkoff Form.

2:02 it is understood and agreed that the first seventy-five (75) calendar days of employment employees shall be on a trial period and during this period they may be discharged by the Company with or without just cause. New employees may be secured from any source the Company desires.

2:03 **All** employees will be deducted the appropriate dues and initiation fees from their first day of employment.

2:04 Regular Union dues shall be deducted weekly and submitted to the Union office within ten (10) calendar days following the completion of the Company's four **(4)** week

accounting period. The Company shall show on the Dues Remittance Sheet, each employee's name, seniority, rate of pay, address, and Social Security Number, the amount of weekly dues deducted and the total amount of dues deducted from each employee over the Company's four (4) week accounting period.

2:05 The Company agrees to record the annual Union dues deductions for each employee on his/her T4 Form.

ARTICLE 3:00 - Basic Work Week

3:01 The basic work week for full-time employees shall be five consecutive eight and one-half (8-½) hour days. All lunch periods shall be one-half (½) hour unless agreed upon by the Company to be longer, and shall be unpaid.

3:02 It is understood that the Company may move employees to different locations on a business need basis in accordance with Article 5.02 (a). Employees can request in writing for a change of location and shall be given the opportunity to move by seniority in classification at the next opening after the request.

3:03 All bids that are determined necessary by the Company shall be posted at any location(s) as needed. Location bids shall be completed in no more than seven (7) days to become effective the following work week and shall be bid by seniority in classification.

3:04 All bargaining unit vacancies will be posted at all locations.

ARTICLE 4:00 - Rest Periods

4:01 Employees shall be allowed two (2) fifteen (15) minute rest periods per eight (8) hour or eight and one-half (8½) hour shift at a time determined by the supervisor or designated person in charge.

4:02 The Company agrees to maintain its present policy in respect to lunch, rest, and change rooms for the use of the employees.

4:03 The Company will schedule employee meal periods between the third (3rd) and sixth (6th) hours of the employee's shift.

4:04 Employees when required to report for work and not sufficient work is available shall be guaranteed four (4) hours' work, or four (4) hours' pay in lieu thereof, at their regular hourly rates of pay. However, when employees are required to attend a Company meeting, they shall be guaranteed four (4) hours call-in pay only. Work schedules shall

not be changed without two **(2)** calendar days notice to each employee affected by such change, however, this shall not apply in an emergency situation.

4:05 The Company shall provide each location with time sheets or time clocks in order to enable employees to record their time for payroll purposes.

ARTICLE 5:00 - Wages

5:01 The minimum hourly rate of wages for all employees coming under this Agreement shall be as per Appendix "A" and Appendix "B" of this Agreement, provided that where an individual employee's hourly wage is higher, such hourly rate of wages shall not be reduced by reason of this Agreement.

5:02 (a) Although the Union recognizes the practice of transfers, the Company will attempt to keep employees at their regular work stations. Transfers shall be made on a seniority basis subject to the employee's ability to perform the normal requirements of the job, in which event the junior employee will be assigned the transfer. The Employer shall give employees twenty-four **(24)** hours notice in advance of such transfers except in cases of emergency or on scheduled absence of employees.

The Employer agrees that when an employee has been assigned a transfer, the employee shall receive one **(1)** day off work with no **loss** in pay for each twenty (20) transfer occurrences within each calendar year. The employee will designate the day off and will advise the Employer at least two (2) weeks in advance.

(b) Employees shall be compensated for actual expense of public transportation or the actual cost of taxi fare, if such transportation is required by the Company.

5:03 There will be a minimum of eight (8) hours between the time an employee concludes one ~~(1)~~ scheduled work shift and commences the next scheduled work shift except in cases of emergencies beyond the control of the Company or where an employee voluntarily changes his shift. (Schedule change).

5:04 Any employee assigned to work in a higher classification will be paid the higher classification rate for all time worked in that classification.

ARTICLE 6:00 - Overtime Rates of Pay

6:01 All time worked in excess of eight and one half (8-½) hours per day or forty-two and one-half (42 ½) hours in the employee's work week shall be paid for at the rate of one and one-half (1 ½x) times the employee's regular hourly rate of pay. Employees will not be permitted time off in lieu of overtime pay.

6:02 Paid sick time shall be considered as time worked for the purpose of computing overtime.

6:03 Overtime shall be offered on a seniority basis, wherever possible, as follows:

- (a) If overtime becomes available, the Company will offer the overtime of **(4)** four hours or less to employees who are working or who are scheduled to work that day.
- (b) If overtime becomes available, the Company will offer the overtime of more than **(4)** four hours to employees who are not scheduled to work that day.
- (c) In the event there are insufficient volunteers in either case (a) or (b), the most junior employee will be required to work the overtime.

ARTICLE 7:00 - Holiday Pay

7:01 There shall be eleven **(11)** paid holidays for regular employees during the term of this Agreement. These holidays are as follows:

Victoria Day	Civic Holiday
Labour Day	Christmas Day
Boxing Day	Good Friday
Employee's Birthday	Floater Holiday
Canada Day	(Employee to give Company
Thanksgiving Day	one (1) week notice with
New Year's Day	management approval)

In addition to the above mentioned holidays, the Company agrees to grant any other day, heritage day or part day proclaimed by the Federal, Provincial or Municipal Governments as paid holidays for the purpose of this Agreement, providing same is generally observed in the area as a holiday.

The above holidays shall be observed on the day generally recognized in the area.

In order for an employee to receive paid holiday pay, he must not have been voluntarily absent from work on his scheduled work day prior to and following such holiday.

7:02 In a week in which one (1) paid holiday occurs, the normal basic work week for employees shall be reduced by eight **(8)** hours for said holiday. The regular work week shall be reduced to thirty-two **(32)** hours or thirty-four and one-half **(34 ½)** hours, but employees shall be paid for forty **(40)** or forty-two and one-half **(42 ½)** hours respectively **as** outlined in Article 3:00 of the Agreement.

7:03 In the event that two (2) paid holidays fall in one (1) week, the work week shall be reduced by sixteen **(16)** hours. An employee shall receive forty (40) or forty-two and one-half **(42 ½)** hours' pay, respectively, as outlined in Article 3:00 of this Agreement.

7:04 If an employee is required to work on one (1) of the above-mentioned holidays, he shall receive time and one-half (1 ½) his regular rate for all hours worked, in addition to his regular holiday pay.

7:05 Employees shall be given the opportunity of work on paid holidays on the basis of their seniority by location. Work on paid holidays shall be on a voluntary basis. The Company shall have the right to schedule the required number of employees by reverse seniority if enough volunteers are not found.

ARTICLE 8:00 - Vacations

8:01 If employment is terminated either by the Employer or employee, the employee is entitled to four percent **(4%)** of the gross earnings for time worked.

8:02 Any regular full-time employee with one (1) year service as of their anniversary date of hire shall receive two (2) weeks vacation at his or her regular rate of pay or four percent **(4%)** of total compensation whichever is greater.

8:03 **All** regular full-time employees who have completed four **(4)** years of continuous service with the Company as of their anniversary date of hire shall receive three **(3)** weeks vacation at his or her regular rate of pay or six percent (6%) of total compensation whichever is greatest.

8:04 All regular full-time employees having completed ten **(10)** years or more of continuous service with the Company shall receive four **(4)** weeks vacation at his or her regular rate of pay, or eight per cent (8%) of the total compensation, whichever is greatest.

8:05 When a holiday occurs during an employee's vacation, an extra day's pay will be paid with their vacation cheque.

8:06 Times at which such vacation are taken shall be scheduled by the Company according to seniority. The summer vacation bid will be posted by April 15 and the remaining vacation bid by September 15.

8:07 The Company agrees that it will normally allow, on the posted vacation schedule, one (1) employee per shift at the Airport and two (2) employees from the combined off-Airport locations to be on vacation at the same time, provided such amount is possible in accordance with the Company's business needs. However, in the months of July and August eligible employees cannot select more than two (2) weeks until all eligible employees have made their vacation selections.

ARTICLE 9:00 - Management's Rights

9:01 The rights of the Employer shall include, but shall not be limited to, his right to conduct the business, his operation and the direction of his working forces. The Employer's discretion and judgment shall control the selection and retention of employees and the work and duties to which they are assigned, including the right to hire, transfer, schedule, promote, demote, suspend and discharge for just cause and the right to make rules and regulations concerning the conduct of the business and the employee, providing the same are not contrary to the terms of this Agreement. The failure of the Company to exercise its rights under this Agreement in any respect shall not be taken as a waiver of its rights.

ARTICLE 10:00 - Employee and Union Co-operation

10:01 The employees agree to uphold the rules and regulations of the Company in regard to punctual and steady attendance and shall give two (2) hours notification in case of absence for the P.M. shift and one (1) hour notification on the A.M. shift, conduct on the job, and all other reasonable rules and regulations, established by the Company, shall continue to be upheld by the employee.

10:02 The employees agree to co-operate with the Company in maintaining and improving safe working conditions and good housekeeping of the working area and caring for equipment and machinery.

10:03 The Union agrees to co-operate when requested by the Company in correcting inefficiencies of its members which might lead to discharge.

10:05 (a) The Company agrees that it will not discriminate against any employee for reporting to the Union the violation of any provisions of the Agreement or for performing services on a Union Committee outside working hours.

- (b) The parties agree to adhere to the provisions of the governing legislation of Ontario which prohibits discrimination with regard to employment because of race, creed, colour, nationality, ancestry, place of origin, sex or sexual orientation, marital or family status, religion, handicap and age.
- (c) The Union and the Company agree that locations covered by this Collective Agreement should be free of sexual harassment.

10:05 (a) The Company agrees to recognize the appointed or elected representatives of the Union in the locations who shall be known as the Union Stewards. The Company will afford any employee the opportunity of having the Union Steward or in the absence of the Union Steward any other member of the Bargaining Unit present, when such employee is to receive an official warning which may lead to dismissal. Another member of the Bargaining Committee shall be present if the Union Steward is to receive an additional warning which may lead to dismissal.

(b) Stewards to have at least three (3) months of service

The Union will inform the Company in writing of the name of the Steward and of any subsequent change thereof.

(c) Authority of Steward

The authority of the Steward designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (1) Investigation and presentation of grievance in accordance with the provisions of the Agreement during his working hours, upon appointment with his supervisor of the Company's representative; however, at no time will this procedure interfere with the normal conduct of business.
- (2) The transmission of such messages and information which shall originate with and are authorized by the Business Agent, provided such messages and information have been put in writing or, if not in writing, are of a routine nature and do not involve work stoppage, slowdowns, or any other interference with the Company's business.

10:06 It is agreed that the Negotiating Committee for these units shall be composed of three (3) members, two (2) from the Airport, (one (1) Rental Rep and one (1) Garageman), and one (1) from off-airport and these employees shall be compensated for scheduled straight time hours by the company.

10:07 Employees who wish to be considered for job vacancies other than their classification shall advise the Company in writing of their intent. The Company agrees it will consider such request for future job vacancies.

10:08 Should any new job classification or classifications be established during the term of this Agreement, the parties agree that the rate of pay for such new classification shall be negotiated between them, provided, however, that in the event the parties are unable to agree, the employee shall work at whatever rate shall be set by the Company and the matter shall be submitted to arbitration as is provided in the grievance procedure and the parties shall abide by the result of the arbitration.

ARTICLE 11:00 - Discharge of Employees Subject to Arbitration

11:01 If an employee is of the opinion that there has been an improper dismissal and the same is not adjusted by mutual agreement and the Union has submitted to the Company a grievance in writing signed by the employee concerned then such dismissal may constitute a grievance to be adjusted through utilizing the procedure under the Grievance and Arbitration Sections of this Agreement. Such grievance shall be filed at Step Two of the grievance procedure.

11:02 This Article does not apply in the case of any dismissal of an employee for any reason whatsoever where such employee has worked less than sixty (60) calendar days or has been found unacceptable to the Company's Bonding Policy.

11:03 Reprimands in an employee's file will be removed after one (1) year unless it is part of a progressive discipline and each progression is given within the succeeding year.

11:04 When a disciplinary interview is held with an employee, a steward, if available, will be present unless the employee requests otherwise.

ARTICLE 12:00 - Notice Required or Pay Required in Lieu of Notice in Cases of Dismissal

12:01 The Company agrees to abide by the "Employment Standards Act," in respect to notice required or pay in lieu of notice, in cases of dismissal.

ARTICLE 13:00 - Leave of Absence

13:01 The Company agrees to allow time off work without pay for one (1) delegate elected to attend Union Conventions or designated to attend negotiations for a period of not more than ten (10) working days a year. Requests for more than one (1) delegate shall be

decided by mutual agreement between the Company and the Union. The Union will give the Company two (2) weeks' notice in regard to such request to attend conventions.

13:02 The Company agrees to grant time off without pay and without discrimination to not more than one (1) employee designated by the Union for a maximum of six (6) months or a longer period as may be mutually agreeable to serve in any capacity of official Union Business. Any employee who has been granted leave of absence to serve the Union in an official capacity shall neither lose nor gain seniority upon his returning to work.

13:03 Any employee's request for personal leave of absence must be in writing to a member of management where such application will be given full consideration. Medical leave **will** be granted for a period of up to six (6) months upon proof being submitted.

13:04 The Company shall reply in writing within two (2) weeks, to all written requests for leave of absence with one (1) copy to the employee concerned and one (1) copy to the Union Steward at the location where the employee is employed.

ARTICLE 14:00 - Pregnancy Leave

14:01 A female employee shall be granted a leave of absence without pay for pregnancy, in accordance with Section 13 (a) of the Employment Standards Act of Ontario. The employee will be required to give the Company at least two (2) weeks notice of her desire to return to work following such leave.

ARTICLE 15:00 - Jury Duty

15:01 Employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for Jury services and the amount they would have earned had they worked on such days, up to their regularly scheduled hours. This does not apply if the employee is excused from Jury Duty for the rest of the day or days and fails to report back to work, if same is reasonable under the circumstances (one-half (½) day or more), or if the Jury Duty occurs on the employee's scheduled day off. The employee must supply an official document of Jury Service.

15:02 The employee shall notify the Company of his court commitment prior to the preparation of the schedule for the week involved.

15:03 Any employee who is called as a Crown witness in Court for any case shall be paid for all time lost if called to testify during his working hours. If witness fees are paid, the employee shall refund them to the Company. Payment in this instance shall require proof of witness by court subpoena.

ARTICLE 16:00 - Bereavement Pay

16:01 Employees shall be granted time off from work with pay to a maximum of five (5) consecutive scheduled **work** days, in the event of a death in the immediate family, the length of such leave shall be determined by the Company provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother or sister, current mother-in-law, current father-in-law, or common-law spouse.

16:02 In addition to the above, the Company agrees to grant employees the necessary time off from work, with pay, to a maximum of one (1) full day at the time of the death of the employee's grandparents or brother-in-law or sister-in-law or son-in-law or daughter-in-law, provided the employee attends the funeral.

ARTICLE 17.00 - No Strike. No Lockout

17:01 It is mutually agreed that there shall be no strikes, lockouts, stoppage of work or slowdowns during the life of this Agreement.

17:02 Legal Picket Line - It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event that an employee refuses to enter upon any Company property involved in a legal **labour** dispute or refuses to go through or work behind any legal picket lines at the Company's place of business, whereby **so** doing he exposes himself to a direct and immediate danger.

ARTICLE 18:00 - Seniority

18:01 Seniority shall be defined as the length of continuous employment with the Company in the bargaining unit. All new Rental Representatives and Service Representatives shall be regarded as probationary for seventy-five (75) calendar days. The probationary period may be extended by mutual agreement.

Each such employee may be terminated with or without cause and without recourse to the grievance procedure during his/her probationary period.

Such employee, if continued in the employ of the Employer after the expiration of the probationary period, shall have his seniority computed from his date of hire.

18:02 Seniority shall be the governing factor in matters of demotion, vacation and holidays, layoff, reduction in part time, rehire after layoff, and the filling of vacancies or

new positions providing the employee has the skill, qualifications and willingness to perform the work required.

18:03 A list of the employees in the order of their seniority shall be posted in a **conspicuous** place of employment. Controversies regarding seniority shall be settled by the Employer and the Union. Failing settlement by these parties, the matter shall be processed under the Grievance Procedure of this Agreement. Any protest to the seniority list must be made in writing within thirty (30) days from the date of posting of the seniority list. In the event no protest is made, the seniority list as posted shall be considered correct and final. A copy of said seniority list will be forwarded to the Union office twice each calendar year, in the months of January and July.

18:04 **An** employee's seniority rights shall cease and his employment with the Company shall terminate if:

- (1) He quits voluntarily;
- (2) He is discharged for proper cause;
- (3) He is absent for three (3) consecutive working days without authorization and/or without notifying the Employer;
- (4) He does not return to work within three (3) consecutive working days after being recalled by the Employer by a letter sent by registered mail with return receipt requested addressed to him at the last address he has given the Employer, unless there is a documented bonafide reason.
- (5) He exceeds a leave of absence without written approval of the Employer or provable inability to communicate;
- (6) He is laid off in excess of six (6) consecutive months;
- (7) He accepts a position with another employer while on leave of absence.

18:05 The Company agrees to give one (1) week's notice prior to changing an employee's status from full-time to part-time basis.

18:06 The Company, when reducing hours of work, agrees he will not reduce the regular scheduled hours of the full-time employee for the purpose of replacing such hours with part-time or casual help.

18:07 Employees promoted to management will be given ninety (90) calendar day "right to return" privileges with seniority to bargaining unit.

18:08 Seniority shall be by length of service in classification for purposes of shift 1. However, for purposes of layoff and/or longevity benefits the employee shall receive credit for their entire full time length of employment at the Toronto facility.

18:09 It is understood that the Company could require temporary assistance in the clerical staffing because of prolonged absences or a temporary influx of additional responsibilities.

Should the Company desire to fill these vacancies or add additional temporary help from the bargaining unit, they shall do so by selecting a person of their discretion and shall pay the person in accordance with the Labor Agreement. Said person shall continue to accumulate seniority in their classification during this period of time. Any temporary appointment shall be for no longer than six (6) months.

ARTICLE 19:00 - Grievance and Arbitration

19:01 A grievance is a protest by an employee against the Employer because of an alleged violation of a specific provision of this Agreement.

Every effort shall be made to settle any grievance as expediently as possible in accordance with the following procedure. However, a grievance must be heard at the first step within ten (10) working days of the alleged violation and/or knowledge of the same to be recognized by the Company.

19:02 STEP 1 - The grievance shall first be taken up with the appropriate immediate supervisor.

STEP 2 - The aggrieved employee must reduce his complaint in writing and submit it to the City Manager within seven (7) working days of the alleged violation. The City Manager will give his written answer within seven (7) working days from the date the grievance was presented to him in writing.

STEP 3 - If the Union desires to process the grievance further, it shall be taken up by the Business Representative of the Union with the Zone Manager, or assigned, within seven (7) working days from the date the City Manager gives his written answer. The Zone Manager, or assigned, will give his written answer within seven (7) working days after receipt of the second step.

STEP 4 - If the Union desires to arbitrate the grievance after having been fully processed according to the provisions of this contract, it shall be submitted to arbitration as follows:

- (a) Within seven (7) working days after receipt of the Employer's written answer in the third step, the Union shall notify the Employer in writing of its intention to submit the grievance to arbitration.
- (b) The parties will attempt to agree upon an arbitrator, but upon failure to agree the parties will request the Minister of Labour of Ontario to appoint an Arbitrator.
- (c) The Employer and the Union shall jointly prepare and sign for the arbitrator a submission setting forth the issue or issues in dispute. If a submission cannot be agreed upon between the Employer and the Union, each party shall submit to the arbitrator and to each other a statement of the issues it considers to be in dispute.

19:03 The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement or any agreements supplemented hereto.

19:04 In any proceeding seeking to require to stay arbitration, or to stay, enforce, modify, or set aside a decision or award of the arbitrator, none of the provisions of this contract shall deprive a court of its power to determine questions of arbitrability, or the jurisdiction of an arbitrator or the validity of any decision or award of the arbitrator.

19:05 Each party shall bear its own expense with respect to the preparation and presentation of the matter to the arbitrator, but the cost or expense of the arbitrator and the conference room shall be borne equally by the Employer and the Union.

19:06 The decision of the arbitrator shall be binding upon the Employer and the Union during the duration of this Agreement. In the event that either party shall refuse to agree to the arbitrator's decision, the other party shall be allowed all legal and/or economic recourse.

ARTICLE 20:00 - Health and Welfare - (Full-time employees)

20:01 The Company will maintain in effect the Health and Welfare Programs and Pension Program, in addition to the Ontario Health Insurance Plan, that are presently in existence. The Ontario Health Insurance Plan shall be paid fifty percent (50%) by the employee and fifty percent (50%) by the Company. The cost of the Company Group Insurance Plan shall be paid by the Company.

20:02 A Group Insurance Plan providing Life Insurance, Prescription Drug Plan, Accidental Death and Dismemberment Insurance, Weekly Income for Accident or Sickness, Dependent Life Insurance, and Major Medical Insurance will be provided and

continued in effect for the life of this Agreement. Employees will have the option of joining the Plan and of covering dependents, but will not be required to do so if insured under a spouse's medical plan. Premium cost will be paid by the Company. Except for Dependent Life Insurance, which the employee pays the entire cost.

20:03 Life Insurance shall be in an amount *two (2)* times the annual earnings to the next higher \$1,000 subject to a maximum benefit of \$100,000.

20:04 Accidental Death and Dismemberment Insurance shall be two (2) times the annual earnings to the next higher \$1,000 subject to a maximum benefit of \$100,000.

20:05 Weekly income for accident or sickness shall be 66 2/3% of the weekly salary (exclusive of bonus, overtime, or incentive pay) subject to a maximum benefit of \$250 per week. Benefits will be paid from the first day of an accident or the eighth day of a sickness for a maximum period of 26 weeks.

20:06 Dependent Life Insurance shall be \$1,000 for a wife, and \$500 for each child.

20:07 Major Medical shall be provided to supplement the Ontario Health Insurance Plan. Major Medical shall have a lifetime maximum limit of \$100,000 per covered individual. The annual family deductible shall be \$25.

Major Medical coverage shall include but not be limited to the money difference between a hospital ward and private or semi-private hospital room, prescription drugs, R.N. services, para-medical services, braces, and crutches in accordance with the schedule of covered expenses provided by the Group Carrier.

20:08 An employee, as defined by the Group Carrier, is eligible to participate in the Group Insurance Plan, provided he is full time, permanent, under the age of 65 years and has completed the 90 day waiting period. A dependent of an eligible employee who meets the definition of "dependent" as set forth by the Group Carrier, is eligible to participate in the Group Insurance Plan.

20:09 The full-time employees covered by this Agreement shall receive the coverage in the Company's Dental Plan which shall be paid for by the Company, and shall be in accordance with the current O.D.A. rates.

20:10 The full time employees covered by this Agreement shall receive the Company Optical Plan which shall be paid for by the Company, effective the first full month after the signing of the Labor Agreement.

ARTICLE 21:00 - Part-time Employees

21:01 Part-time employees (less than twenty-four (24) scheduled hours per week) shall receive statutory holiday pay and vacation pay in accordance with the applicable provisions of Ontario law. It is understood that part time employees shall not receive any other benefits. However, should any part time employee work three (3) consecutive months on a scheduled full time basis, excluding vacation relief, sickness and accident, maternity and bereavement leave; said part time employee shall commence to be eligible for all other benefits at that date for as long as they remain a full time employee.

ARTICLE 22:00 - Business Agents Visits

22:01 The authorized business agent or representatives of the Union will be permitted to talk with any employee regarding Union matters during regular working hours. It is understood that such Representative shall first notify the management of their presence.

ARTICLE 23:00 - Bulletin Boards

23:01 The Company agrees that during the term of this Agreement, it will make space available to the Union on the existing Bulletin Board at each of its locations for the purpose of posting notices directly relating to the employees of the location, on approval of management.

ARTICLE 24:00 - Wearing Apparel

24:01 The Company agrees during the term of this Agreement to maintain its practices relative to wearing apparel for employees. Special clothing such as rain coats, gloves and parkas, are to be supplied and maintained by the Company where required. It is understood that employees will comply with the Company dress code and maintain a neat appearance at all times. The Company will provide a \$35.00 per month dry cleaning allowance to all rental representatives for items of the uniforms which require dry cleaning.

ARTICLE 25:00 - Charitable Donations

25:01 While the Company and the Union are fully in favour of charitable causes, and it is agreed that employee donations to charity funds shall be on a strictly voluntary basis.

ARTICLE 26:00 - Sick Pay

26:01 An employee who has one (1) year's seniority shall be paid his regular straight time pay for each absence as a result of a bonafide illness or accident up to a maximum of eight (8) days per calendar year which will end each October 31st. An employee who has obtained less than one (1) year of seniority will receive pro-rata sick days with pay to the balance of the completion of their first year and thereafter shall be entitled to the eight (8) days per year. Such pro-rata share shall be computed on the October 31st date each year and shall be based on a three (3) month waiting period with the credited days starting from that date. All remaining full months worked to October 31st shall be credited with one (1) day sick leave for each month worked. Payment on all unused sick days at time and one-half shall be paid in the first pay period of December. Sick day pay out will be done on a separate check at the appropriate tax deduction level.

26:02 The Company may require a doctor's certificate for the second and all other individual illnesses in an employees credited year, and will not pay sick time if an employee does not comply. Additionally, if an employee does not comply with call-in time (10.01), he/she shall not receive paid sick time, if applicable.

ARTICLE 27:00 - Bargaining Unit Work

27:01 Persons excluded from the bargaining unit shall not perform bargaining unit work except that Managers can do bargaining unit work in cases of absenteeism, emergencies, training, and peak rental periods, when bargaining unit employees capable of performing bargaining unit work are not available. Any violation of this clause shall be subject to the Grievance and Arbitration Provisions of the Agreement.

27:02 Any facility that has two (2) or less employees on duty will be expected to interchange job functions when necessary.

ARTICLE 28:00 - Employees Personnel Files

28:01 Employees will be permitted access to their personnel files on their own time, provided they give advance notice.

ARTICLE 29:00 - Health & Safety

29:01 The Company and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness and



shall have a committee of representatives from the Company and three (3) Union employees who will meet from time to time.

29:02 The parties agree to adhere to the Occupational Health and Safety Act of Ontario.

29:03 The Company agrees to notify the Union in all cases in which workers are being accommodated under Bill 162 of the Workers Compensation Act.

ARTICLE 30:00 - DURATION OF AGREEMENT

30:01 This Agreement shall continue in full force and effect from July 1, 1998 up to and including June 30, 2001.

30:02 This Agreement shall be automatically renewed from year to year unless notice by registered mail is given by either party to the other for amendment or termination, not less than thirty (30) days nor more than sixty (60) days before the termination date of the Agreement or preceding the anniversary date in any year thereafter. After such notice is given by either party to the other to amend or terminate this Agreement, this Agreement shall remain in full force and effect until a new Agreement is signed or completion of mediation proceedings as prescribed by law, whichever shall first occur.

30:03 IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives this 15th day of July, 1998.

HERTZ CANADA, LTD.
Rent-A-Car Division

UNITED FOOD & COMMERCIAL WORKERS
LOCAL 175

BY: _____

BY:  _____

APPENDIX A

WAGES

1. Retroactivity of wages will be given, if necessary, after the signing of the Labor Agreement provided the employees do not initiate a slowdown and/or work stoppage.

2. Rental Representatives will be paid as follows:

	<u>7/1/98</u>	<u>7/1/99</u>	<u>7/1/2000</u>
Start	\$ 9.50	\$ 9.75	\$10.00
3 months	9.75	10.00	10.25
6 months	10.25	10.50	10.75
12 months	10.75	11.00	11.25
18 months	11.25	11.50	11.75
24 months	12.50	13.00	13.50

3. Garage Attendants will be paid as follows:

	<u>7/1/98</u>	<u>7/1/99</u>	<u>7/1/2000</u>
Start	\$ 8.00	\$ 8.25	\$ 8.50
3 months	8.30	8.55	8.80
6 months	8.85	9.10	9.35
12 months	9.30	9.55	9.90
18 months	9.85	10.10	10.35
24 months	11.00	11.50	12.00

All long term Garage Attendants making more than the above shall receive the following increases:

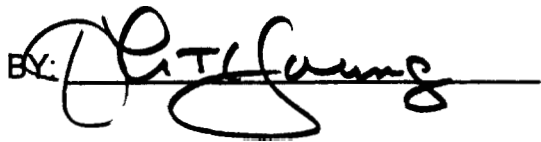
	<u>7/1/98</u>	<u>7/1/99</u>	<u>7/1/2000</u>
	50¢	50¢	50¢


4. Lead Person: The Company, at its discretion, may appoint, assign and maintain lead person(s), who shall receive one (1) dollar per hour over their regular rate for all work performed in such capacity. Shifts will be bid by seniority within the Lead classification.

5. Slotters: The Company, at its discretion, may appoint, assign, and maintain Slotters who shall receive seventy-five cents per hour above their regular rate of pay for all work performed in such capacity including Instant Return. Slotter positions will be posted for 5 days and all candidates will be interviewed. Appointments will not be made in an arbitrary or discriminatory manner. Shifts will be bid by seniority within the Slotter classification.

HERTZ CANADA, LTD.
Rent-A-Car Division

UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 175

BY: 

BY: 

LETTER OF AGREEMENT

The following stipulation has been agreed to by the undersigned parties on this 29th day of June, 1989.

This stipulation shall continue in full force and effect from the 15th day of June, 1998, up to and including the 30th day of June, 2001.

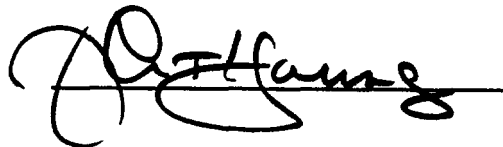
1. The Company agrees to allow any employee working on a statutory holiday to have the option of choosing a day off at a future date without pay once each contract year. Such day shall be given upon mutual agreement between the employee and the Company with due regard to business needs and the Company shall not allow more than one (1) employee off per day unless it elects to do so.
2. The Company will investigate and, if feasible, will pursue a mutually beneficial direction as it regards Tape to Tape dues deductions after the conclusion of negotiations.
3. The Company will comply with the Province of Ontario Pay Equity Law, when applicable.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this aforementioned day.

Representing
U.F.C.W. LOCAL 175



Representing
HERTZ CANADA LIMITED



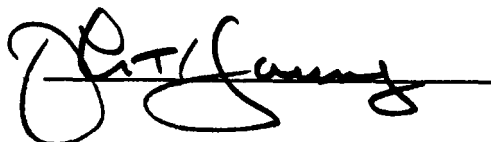
LETTER OF AGREEMENT

Re: Terminal Trippers

The Company agrees it will not use Trippers to the extent of laying off Garage Attendants.

Representing
U.F.C.W. LOCAL 175

Representing
HERTZ CANADA LIMITED



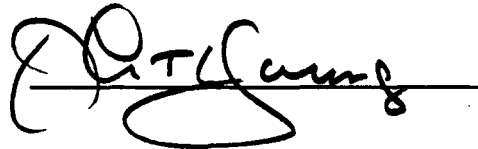
LETTER OF AGREEMENT

Re: Training and Education Fund

The Company will contribute in lump sum payment to the UFCW Training and Education Fund \$500.00 each year of the Collective Agreement. Payment to be made within 30 days of ratification for the first year and on the anniversary for subsequent years.

Representing
U.F.C.W. LOCAL 175

Representing
HERTZ CANADA LIMITED





ur Group ement Plan

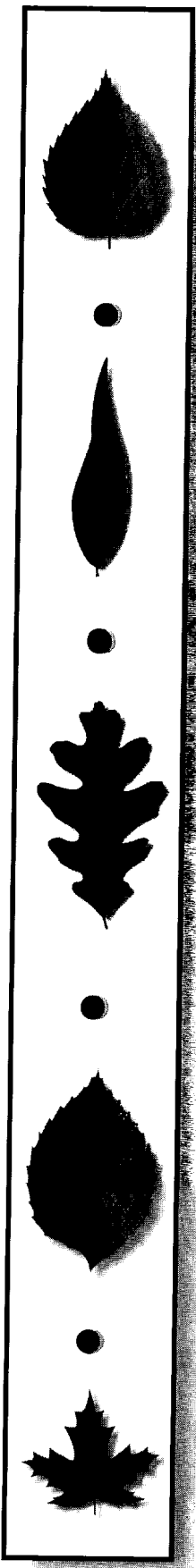


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**A Pension Plan for
the Employees of
Hertz Canada Limited**

Introduction

Financial security is important to each of us, not only during our working lives, but also in our retirement. It's never too soon to start building for your future financial security.

Hertz Canada Limited recognizes the importance of sound retirement planning for peace of mind. That's why we have installed a pension plan in conjunction with The Manufacturers Life Insurance Company. Manulife Financial is a Canadian company and a leading pension carrier. This pension plan reflects our commitment in helping you to be financially secure when you retire.

This booklet explains your pension plan. We recommend that you read it carefully, and keep **it** with other important documents. **If you** have **any** questions about the plan, please contact our Plan Administrator.

If you are unsure about anything outlined in this booklet, you may examine the actual plan contract and supporting documents. We've purposefully kept this booklet brief. If there is any confusion between what the contract says, and what we've explained here, the provisions of the contract will apply.

A pension plan, provided through your employer or the government, is an organized way of putting aside money to accumulate while you are working. When you retire from the work force, or reach a certain age, this money is used to purchase a pension (also known as an annuity).

Our pension plan ~~is~~ a defined contribution plan, commonly called a "money purchase" plan. Under this type of pension plan, the money that goes into the plan while you work is specified in advance in the plan contract. At retirement, the accumulated contributions, with investment earnings, are used to buy whatever amount of pension can be purchased. Therefore, the exact amount of your pension payments will be unknown until you actually retire.

Becoming a Plan Member

Members of the Plan prior to January 1, 1992 shall automatically become Members of this Plan as of January 1, 1992.

Each full-time Employee as of January 1, 1992 shall be eligible and may apply for membership in the Plan on the later of:

- a) January 1, 1992
- b) the first day of the month coincident with or next following the Employee's completion of 24 month(s) of Service.

Each full-time Employee hired after January 1, 1992 shall be eligible and may apply for membership in the Plan on the first day of the month coincident with or next following the Employee's completion of 24 month(s) of Service.

Legislation requires that an employee who either has earned an annual salary of 35% of the "Year's Maximum Pensionable Earnings", or worked 700 hours in each of 2 consecutive years, is eligible to join the plan.

"Year's Maximum Pensionable Earnings" is the maximum amount of earnings for any given year, used to calculate Canada Pension Plan contributions and benefits. For example, in 1997 the maximum is \$35,800.

Our Plan Administrator will give you an enrolment form to complete when you become eligible to join the plan.

Contributions to the Plan

Hertz Canada Limited will contribute an amount equal to 3% of your earnings.

You shall contribute 3% of your earnings.

Your contributions to the plan are deductible from your income for tax purposes subject to the limit specified in the ***Income Tax Act (Canada)***. The maximum annual combined contribution that you and Hertz Canada Limited can make to the plan is the lesser of 18% of your earnings and a dollar amount. The dollar limit is \$13,500 up to and including the year 2002. In 2003 the dollar limit will be \$14,500 and \$15,500 in 2004.

Investment of Contributions

Money contributed to the plan on your behalf is invested in investments offered by Manulife Financial. Throughout this booklet we will refer to the deposits held in these investments as your 'accounts'.

Fund Direction

Certificate Level

You can choose to invest your contributions in any of the following investments:

- The Current Interest Deposit Account
- The Guaranteed Term Funds (**GTFs**)
 - The 1 Year Guaranteed Term Fund
 - The 3 Year Guaranteed Term Fund
 - The 5 Year Guaranteed Term Fund
- The Pooled Funds
 - Manulife Canadian Money Market Fund
 - Manulife Balanced Fund
 - Manulife Balanced Growth Fund
 - Manulife Canadian Bond Fund
 - Manulife Equity Growth Fund
 - Manulife Canadian Equity Growth Fund
 - Manulife Global Equity Fund
 - Manulife U.S. Equity Fund

If you do not wish to choose your investments, all contributions will be invested in the Current Interest Deposit Account.

Description of Investments

investment flexibility is maximized under this Plan since you the member can choose from twelve investment funds. These investment funds offer a choice of different levels of income and growth, guarantees and risk-taking.

With access to twelve funds, a well-balanced, diversified investment portfolio can be developed. The fund direction on new deposits can be changed at any time. This enables your Plan to quickly respond to changing economic conditions. A summary of the investment funds available and a brief description of each fund follows.

GO SERIES INVESTMENT CHOICES

Current Interest Deposit Account

The Current Interest Deposit Account is designed as a "No Risk" investment vehicle with the contribution amounts fully guaranteed, and a competitive current interest rate similar to the rates of return which can be obtained on money market securities. Interest rates are reviewed daily and are adjusted to reflect current market conditions.

Guaranteed Term Funds (GTF)

Available with terms of 1, 3, or 5 years. Interest rates are reviewed daily and are adjusted to reflect current market conditions. Each deposit made to a GTF accumulates for the term selected at the guaranteed rate in effect on the date of its receipt at the Waterloo Head Office. The GTF operates on a compound interest basis which means that the guaranteed interest rate applies to both the actual money invested in the fund and the interest earned on that money. At the end of a deposit's investment term, the total accumulation of an investment plus interest (the Guaranteed Value), will be reinvested automatically for a further term at the then current interest GTF rate, unless Manulife Financial is advised to do otherwise, in writing.

Funds can be transferred from one GTF to another investment type prior to the maturity date, however, if the guaranteed rate at which the GTF is accumulating is less than the rate applicable to new deposits to the GTF in question, a deposit may be subject to an asset depreciation.

Your deposits in these accounts are guaranteed by Manulife Financial and backed by the general assets of the company. These deposits are usually invested by them in high grade bonds and mortgages to obtain the best combination of competitive interest rates and low risk available.

Pooled Funds

In addition to the Guaranteed Funds, **THE GOLD SERIES** offers access to 8 Pooled Funds which provide the opportunity for significant growth with a reasonable level of investment risk.

The Manulife Canadian Money Market Fund, managed by Elliott & Page, invests in short term debt instruments issued or guaranteed by the Government of Canada, the provinces and their agencies, Canadian chartered banks, and Canadian corporations. The objective of the Fund is to preserve capital while optimizing current interest income.

The Manulife Balanced Fund, managed by Elliott & Page, invests in Canadian and foreign common stocks, bonds, notes and convertible securities. The objective of the Fund is to provide relatively stable growth, but with the opportunity for significant capital appreciation.

The Manulife Balanced Growth Fund, managed by McLean, Budden Limited, invests in Canadian and foreign common stocks, bonds and convertible securities. The objective of the Fund is to maximize growth in each investment category while reducing volatility through effective management of the asset mix.

The Manulife Canadian Bond Fund, managed by Elliott & Page, invests in bonds, debentures, notes and other obligations issued by corporations, as well as the Government of Canada, the provinces and their agencies. Managed conservatively, the Fund seeks growth through a combination of interest income and capital appreciation.

The Manulife Equity Growth Fund, managed by McLean, Budden Limited, invests in Canadian common stocks and convertible securities, including a foreign investment component. The objective of the Fund is to maximize growth by selecting stocks with the greatest potential to increase in value.

The Manulife Canadian Equity Growth Fund, managed by McLean, Budden Limited, invests exclusively in Canadian common stocks and convertible securities. The objective of the Fund is to maximize growth through capital appreciation.

The Manulife Global Equity Fund, managed by Manulife International Investment Management Limited, offers investors a geographically-diversified portfolio of equities, specifically in large companies in the European, Australian and Far East markets. It's suitable for people who are willing to ride out the ups and downs of the stock market in exchange for expected higher long-term results.

Manulife **U.S.** Equity Fund, managed by Goldman Sachs Asset Management, this pooled fund, which participates in the Elliott & Page American Growth Fund, invests in common stocks and convertible securities of corporations located primarily in the United States. The objective of the fund is to benefit from the high growth potential offered by U.S. equities, stressing flexibility and adaptability to changing conditions and markets.

Retirement

Retirement Dates

Normally, your pension payments will begin on the first day of the month following your 65th birthday. You may choose to retire and receive pension benefits any time up to 10 years earlier. Or, you may postpone receiving pension income until the end of the year in which you turn 69.

The 1996 Budget has changed the age limit, at which individuals must begin receiving retirement income, to the end of the year in which the individual turns 69. The first year that this applies is 1997.

Anyone who is 68, 69 and 70 in 1996 will have to take retirement income by the end of 1997.

Retirement Benefits

When you retire, the amount of your monthly pension will be determined by:

- the accumulated values in your investment accounts
- your age, and
- the cost of purchasing a pension.

If you retire from the plan early, your pension payments will be smaller, because you've been in the plan for a shorter time, and it is expected that you will receive payments for a longer time. On the other hand, if you choose to postpone retirement from the plan, your pension payments will be larger because you've been in the plan longer and it is expected you will receive payments for a shorter time.

No pension payments can be made until proof of age is submitted, for both you and your spouse.

Spousal Considerations

If you have a spouse and you and your spouse are not living separate and apart on the date that your pension payments are due to begin, legislation requires that your pension be payable during your lifetime, and the lifetime of your spouse. Choosing any other form of pension requires your spouse's approval.

"Spouse" is defined under the *Ontario Pension Benefits Act, R.S.O. 1990*, as either of a man and a woman who:

- are married to each other, or
- are living together in a conjugal relationship for at least three years, or
- are in a relationship of some permanence, if you are parents of a child.

Payment Options

If you do not have a spouse (or if you and your spouse have signed a form waiving your spouse's rights to the benefit) your pension is normally payable for your lifetime, with a guaranteed minimum 120 monthly payments. Alternatively, you may replace your pension benefits with a life income fund, or you may choose any other form of annuity available at the time of your retirement, subject to government legislation.

Some other annuity options are described below. The actual amount of your monthly pension will depend on which option you select.

- A monthly pension guaranteed for 60 payments or as long as you live beyond that. This would give you a larger monthly income than the normal form of pension.
- A larger than normal monthly pension, until you begin receiving government pension payments. Then a smaller payment that, when combined with your government pension, gives you the same monthly pension for life.
- A monthly pension, payable only for as long as you live. This would give you a larger monthly income than the normal form of pension, since it has no minimum payment guarantees. No payments will be made after your death, which means you cannot use this option if you want to provide for beneficiaries.

Death Benefits

Pre-Retirement

Contributions made on or after January 1, 1987:

If you die before retirement and you and your spouse are not living separate and apart on the date of your death, the total value in your accounts with respect to these contributions will be payable to your spouse. Your spouse may choose to receive payment as a lump sum or as a pension.

If you do not have a spouse, or you and your spouse have waived your spouse's right to a death benefit, the death benefit will be paid in a lump sum to your named beneficiary.

Contributions made prior to January 1, 1987:

If you die before retirement, the total value in your accounts with respect to these contributions will be paid in a lump sum to your named beneficiary.

Post-Retirement

If you die after retirement from the plan, your spouse, or your named beneficiary if you do not have a spouse (or if you and your spouse have waived the right to a survivor benefit) will receive the balance of any pension payments still owing. The amount of the payments will depend on the annuity option you selected when you retired.

Naming a Beneficiary

When enrolling in the plan, you will be asked to name your beneficiary. Remember however, that legislation requires the death benefit for contributions made on or after January 1, 1987, be provided to your spouse, unless your spouse has signed a waiver form. If you do not have a spouse, and you do not name a beneficiary, the death benefit will be paid in a lump sum to your estate.

Our Plan Administrator has forms available to change your beneficiary after enrolment.

Ownership of Benefits

Vesting

"*Vesting*" refers to your ownership and rights to some, or all, of the benefit paid for by us. When the conditions set forth in the contract (or legislation) for vesting are satisfied, you become the owner of the pension contributions we've made to your accounts.

Under our plan, you become vested according to the following schedule:

Years of Membership	Amount Vested
less than 2 years	0%
2 years or more	100%

Locking-In

When pension benefits are referred to as "***locked-in***" it means they must be used to provide a retirement income. Under our plan, contributions made by us are locked-in when they become vested.

Termination Options

If you terminate employment, your locked-in benefits must be used to provide a retirement income. You may choose to leave these funds in the plan; or

- transfer to a locked-in retirement Account (LIRA),
- transfer to another registered pension plan (RPP),
- transfer to a life income fund, or
- purchase a deferred life annuity.

Any non-locked-in benefits can be withdrawn, left in the plan, or may be transferred to a regular RRSP, RPP, registered retirement income fund (RRIF) or used to purchase an annuity.

A Manulife Financial representative can assist you in determining which option is best to fill your needs. Contact your local Manulife Financial branch office.

Withdrawal Value of Funds

As is the case with all financial products, withdrawals from investments are governed by certain rules and regulations in the plan contract. Withdrawals from this plan may be subject to a market value or surrender value adjustment.

Status of Pension Plans

Because this plan has been registered with Revenue Canada your contributions are deductible from your taxable income, and all investment earnings are tax sheltered. When you begin to receive income from the plan, it is subject to income tax. **As** well, you may not assign the rights to your pension benefit as collateral for a loan. Your benefit is **also** protected from the claims of creditors to the maximum allowed by law.

Information You Receive

Once a year you will receive an "Annual Member's Statement" that shows the value of the contributions made to the plan to date. About 60 days before your normal retirement date, you will receive a statement outlining your options and the amount of pension available to you.

As well, once a year at our office, you, your spouse or agent, will be allowed to examine documents relating to the upkeep and administration of our pension plan and fund.

Government Pensions

You and Hertz Canada Limited contribute equally to the Canada or Quebec Pension Plan, which has been revised to allow pensions to start as early as age 60. The **Old** Age Security pension starts at age 65. These government pensions are payable in addition to your pension benefits under our plan.

Future of the Plan

We expect this plan to be permanent. However, we reserve the right to alter or discontinue the plan. All benefits provided by the plan up to the date of the change or discontinuance will be fully protected.

Any Questions?

If, after reading this summary, you still have a question about your pension plan or your retirement benefits, please contact our Plan Administrator for clarification.

Your group benefit plan



Toronto Hourly-paid Union Employees

RECEIVED
MAY 19 1993

GROUP BENEFIT PLAN

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YOU SHOULD KNOW

Effective Date of Plan -	October 1, 1995
Covered Classes -	All Eligible Toronto Hourly-paid Union Employees

IMPORTANT

The coverages described in this Group Benefit Plan are insured under Group Policy Number **G-72180** issued to the Contractholder by London Life, except that the Basic Accident Insurance is insured under a group policy issued by UNUM Life Insurance Company of America. They are available to you if you are included in the Covered Classes shown above. Only those coverages for which you become covered will apply to you.

Preferred Vision Services (PVS) described in this Group Benefit Plan is a service provided by London Life to its customers through Preferred Vision Services. It does not form part of the Contract issued to the Contractholder by London Life.

Conformity with law

If any provision of this Group Benefit Plan conflicts with any law which applies to individuals shown in the Covered Classes, the plan will be amended to conform to that law.

cost

The Employer pays the entire cost of the coverage except that you pay for the optional Life Coverage and the basic and optional Dependents Life Coverage when you enroll for it.

Waiting Period, as follows:

- (1) If you are in the employment of the Employer on the Effective Date of Plan shown above, you will be eligible for coverage on the later of
 - (a) the Effective Date of Plan shown above; and
 - (b) the first day following the date on which you complete three months of continuous full-time employment.
- (2) If you begin employment with the Employer after the Effective Date of Plan shown above, there is a waiting period of three months of continuous full-time employment before you become eligible for coverage.

The coverages are described in full on later pages. Be sure to read these pages carefully. They show when Benefits are or are not payable, and outline the conditions, limitations and exclusions that apply to the coverages.

SUMMARY OF COVERAGES

COVERAGES FOR YOU

LIFE COVERAGE

Basic coverage: An amount equal to two times your annual Earnings (rounded to the next higher multiple of \$1,000 if not already a multiple thereof), up to a maximum of \$100,000.

Termination: Your basic coverage terminates at your attainment of age 65 or your retirement, if earlier.

Optional coverage: You may **choose** units of \$10,000, up to a maximum of \$500,000.

To become covered for optional coverage, you will be required to submit **evidence of insurability** satisfactory to London Life if:

- (1) you enroll for the first time for optional coverage; or
- (2) you wish to change to a higher number of units.

Termination: Your optional coverage terminates at your attainment of age 65 or your retirement, if earlier.

WEEKLY INDEMNITY COVERAGE

Weekly Benefit: An amount equal to 65% of your weekly Earnings (rounded to the next higher multiple of \$1.00 if not already a multiple thereof), up to a maximum of \$250.

Should you be entitled to periodic benefits from certain other sources during a disability, the amount of the Weekly Benefit payable may be reduced as explained later in the Weekly Indemnity Coverage description pages.

Elimination Period: Benefits **will** be payable for a Total Disability resulting:

- (1) from accidental injury - **from** the first day you are Totally Disabled.
- (2) from Sickness - from the eighth consecutive day you are Totally Disabled.
- (3) in hospitalization - from the **first** day you are hospitalized.

Maximum Benefit Period: For any one period of Total Disability, Benefits will be payable for 26 weeks but not beyond the date you are retired by the Employer.

Termination: At your attainment of age 65 or your retirement, if earlier.

COVERAGE FOR YOUR QUALIFIED DEPENDENTS

LIFE COVERAGE

Basic coverage: Your Spouse and each Dependent Child who is 24 hours of age or older will be eligible for:

Spouse -	\$1,000
Child -	\$500

Termination: The basic coverage terminates at your attainment of age 65 or your retirement, if earlier.

Optional coverage for your Spouse who is younger than age 65: You may **choose** units of \$10,000 for your Spouse, up to a maximum of \$500,000.

To become covered for optional coverage, your Spouse will be required to submit **evidence of insurability** satisfactory to London Life if:

- (1) you enroll your Spouse for the first time for optional coverage; or
- (2) you wish to change your Spouse's coverage to a higher number of units.

Termination: The optional coverage for your Spouse terminates at your Spouse's attainment of age 65 or, if earlier, at your retirement.

Optional coverage for each Dependent Child who is 14 days of age or older: You may choose units of \$5,000, up to a maximum of \$25,000.

Termination: The optional coverage for each Dependent Child terminates at your retirement.

COVERAGES FOR YOU AND YOUR QUALIFIED DEPENDENTS

EXTENDED HEALTHCARE COVERAGE

Covered Percentage: 100% of Eligible Charges for Hospital, Convalescent Hospital, Chronic care hospital or chronic care wing of a public general Hospital, private duty nursing, vision care and expenses incurred while ~~out~~ of the province of residence or Canada;
50% of Eligible Charges for visual training and remedial therapy; and
80% of all other Eligible Charges.

Deductible: \$25 per Covered Person or covered family.

Overall Lifetime Maximum: \$100,000 for expenses incurred in the province of residence.

Termination: At your attainment of age 65 or your retirement, if earlier.

Benefits Provided (The complete list is shown on later pages.)	Maximum Amount Payable (per Covered Person)
Hospital	Private or semi-private room daily rate (not subject to the Deductible).
Out-patient Hospital	Reasonable and Customary Charges.
Convalescent Hospital	Private or semi-private room daily rate (not subject to the Deductible).
Chronic care hospital or chronic care wing of a public general Hospital	\$3 per day for private or semi-private accommodation, up to 120 days for any one disability (not subject to the Deductible).
Expenses incurred while out of province or Canada, as follows:	
Treatment of a Medical Emergency and Specialized treatment not available in province or Canada	A combined lifetime maximum of \$100,000 .
Drugs legally requiring a Physician's prescription	
Psychologist	\$300 in a Calendar Year.
Psychiatrist (if not reimbursed by a provincial plan)	\$250 in a Calendar Year.
Chiropractor, naturopath, osteopath, podiatrist, or chiroprapist	\$300 per practitioner in a Calendar Year.
Massage therapist	\$300 in a Calendar Year.
Private duty nursing in the home	\$10,000 in a Calendar Year.
Physiotherapist	Reasonable and Customary Charges.
Speech therapist	\$300 in a Calendar Year.
Custom-made orthopaedic shoes	One pair in a Calendar Year.
Lenses required as a result of cataract surgery	\$200 per surgery.

Eye examinations	Once every two Calendar Years (once every Calendar Year for Dependent Children younger than age 18). Not subject to the Deductible.
Vision care	\$100 every 24 months (every 12 months for Dependent Children younger than age 18) for eyeglass lenses and frames, contact lenses, dispensing fees, and diagnosis and treatment of accidental injury or disease of the eyes. However, when contact lenses are the only means available to restore the visual acuity of the better eye to at least 20/40 , the maximum will be \$200 every 24 months. Not subject to the Deductible.
Visual training and remedial therapy	Included under the Maximum Amount Payable shown under vision care, above. Not subject to the Deductible.
Diabetic monitoring and administration equipment	\$1,000 lifetime.
Apnea monitors for respiratory dysrhythmia	Reasonable and Customary Charges.
Orthotics	\$200 in a Calendar Year.
Support hose	Two pairs in a Calendar Year.
Artificial limbs, including repair and replacement (but excluding myoelectrical limbs)	\$2,000 in a Calendar Year for repair and replacement.
Traction apparatus	Reasonable and Customary Charges.
External breast prosthesis following a mastectomy	One in a Calendar Year.
Standard or electric (where a standard is not suitable) wheelchair	\$4,000 lifetime.
Bed rail	Reasonable and Customary Charges.
Trapeze bar	Reasonable and Customary Charges.

Transcutaneous nerve stimulator	\$1,000 lifetime.
Sphygmomanometers	\$200 lifetime.

TRAVEL ASSISTANCE COVERAGE

This coverage is described in detail on later pages.

Termination: At your attainment of age 65 or your retirement, if earlier.

DENTAL CARE COVERAGE

BASIC AND MAJOR SERVICES are shown in the List of Dental Services.

Covered Percentage: Basic Services - 100% of Eligible Charges.
Major Services - 60% of Eligible Charges.

Deductible: \$25 per Covered Person or \$50 per covered family (maximum of \$25 per Covered Person).

Fee Guide: The dental association fee guide for general practitioners in the Covered Person's province of residence, the guide in effect on the date the service is rendered.

Maximum: \$1,000 per Covered Person in a Calendar Year.

Termination: At your attainment of age 65 or your retirement, if earlier.

ORTHODONTIC SERVICES

Each Dependent Child who is younger than age 18 on the date the orthodontic procedure commences will be eligible.

Covered Percentage: 50% of Eligible Charges.

Lifetime Maximum: \$500 per Covered Person.

Termination: At your attainment of age 65 or your retirement, if earlier.

DEFINITIONS

Unless specifically stated otherwise, the following definitions apply throughout this Group Benefit Plan.

ACTIVELY AT WORK means you are working at your usual place of employment and performing all of the usual and customary duties of your occupation on a regular Full-time Basis.

BENEFITS means any amounts which become payable under a coverage.

CALENDAR YEAR means January 1 through December 31.

CONTRACT means **Group Insurance Policy No. G-72180**.

CONTRACTHOLDER means Hertz Canada Limited in its capacity as the **Policyholder** of Group Insurance Policy No. **G-72180**.

COVERED PERCENTAGE is the percentage of Eligible Charges shown in the Summary of Coverages, which will be reimbursed under a coverage after satisfaction of the Deductible.

COVERED PERSON is an individual who is covered for Employee Coverage under a coverage, or a Qualified Dependent with respect to whom an employee is covered for Dependents Coverage under a coverage.

DEDUCTIBLE is the amount of Eligible Charges shown in the Summary of Coverages, which must be paid by or on behalf of a Covered Person in any Calendar Year before reimbursement will be made under a coverage.

EARNINGS means your regular earnings from the Employer, excluding overtime, bonuses or any other special compensation unless specifically stated otherwise.

EMPLOYER means the Contractholder, and any of its affiliated, associated, or subsidiary companies which have been approved by London Life for inclusion under the Contract.

FULL-TIME BASIS means **you** regularly work at least 24 hours per week on a full-time basis for the Employer.

LONDON LIFE means London Life Insurance Company.

PHYSICIAN means a duly licensed doctor of medicine (M.D.).

SICKNESS means any disorder of the body or mind, including one caused by pregnancy.

YOU refers to the employee of the Employer as shown in the Covered Classes on the You Should Know page.

WHO IS ELIGIBLE TO BECOME COVERED

FOR EMPLOYEE COVERAGE

You are eligible for Employee Coverage when you:

- (1) are within the Covered Classes shown on the You Should Know page;
- (2) are working on a Full-time Basis; and
- (3) have completed the Waiting Period shown on the You Should Know page.

If your coverage ends because of leave of absence, layoff or disability and you are re-employed within six months of the date of termination, you will be eligible for coverage on the first day you are Actively at Work.

FOR DEPENDENTS COVERAGE

You are eligible for Dependents Coverage while you are eligible for Employee Coverage and you have a Qualified Dependent.

"Qualified Dependent" means your Spouse and Dependent Children as defined below.

SPOUSE

"Spouse" means either:

- (1) an individual to whom you are legally married; or
- (2) your common-law spouse who is an individual of the opposite sex with whom you cohabit and whom you publicly represent as your spouse.

You must state the name of the person to be considered your Spouse for the purposes of the Contract. Only one Spouse will be considered at any time as being covered under the Contract.

DEPENDENT CHILD

"Dependent Child" means either:

- (1) an unmarried person who is your natural child or your adopted child; or
- (2) a step-child, foster child, or a child of a common-law Spouse, who resides with you and is dependent on you for support;

and who is:

- (1) younger than 21 years of age; or
- (2) 21 years but younger than 26 years of age, and in full-time attendance at an accredited institute of learning, and dependent on you for support; or

- (3) 21 years or older and incapable of self-sustaining employment due to a mental or physical handicap. Such child's coverage will be continued under the Contract, provided the child was covered under the Contract as a dependent on the day prior to his or her 21st birthday and remains dependent on you for support.

Any individual residing outside of Canada will not be eligible to be covered, unless an exception is requested by the Employer and approved in writing by London Life.

If you and your Spouse are employed by the Employer, each of you may be eligible for and apply for Employee Coverage subject to the following limitations:

- (1) **only** one employee can be covered for Dependents Coverage;
- (2) an individual cannot be covered for both Employee Life Coverage and Dependents Life Coverage; and
- (3) an individual covered as an employee cannot also be covered as a dependent.

EFFECTIVE DATE OF COVERAGE

EMPLOYEE COVERAGE

If you elect optional Life Coverage, you must provide evidence of insurability and the effective date of your coverage will be the date London Life approves the evidence.

Your other coverages will commence on your date of eligibility.

Evidence of insurability may be required to be submitted at your expense.

In any event, if you are not Actively at Work on the date your coverage is to be effective, it will become effective when you return to active work.

DEPENDENTS COVERAGE

The effective date of a dependent's coverage will be the latest of the following dates:

- (1) If you already have a Qualified Dependent at the time you become eligible for Employee Coverage, that dependent's coverage will be effective on the date the Employee Coverage is effective.
- (2) If you have Dependents Coverage on a dependent on the date you acquire another Qualified Dependent, this dependent's coverage will be effective immediately.
- (3) If you have no Qualified Dependents at the time you become eligible for Employee Coverage and later acquire a Qualified Dependent, this dependent's coverage will be effective on the date you apply for Dependents Coverage, provided application is made within 31 days of the date you are first eligible for Dependents Coverage, otherwise the dependent's coverage will be effective on the date London Life approves the evidence of insurability submitted for the dependents. However, any optional Dependents Life Coverage for your Spouse will only become effective on the date London Life approves the required evidence of insurability.
- (4) A dependent's coverage will be effective on the date the dependent is discharged from the hospital if the dependent, other than a newborn child, is confined in a hospital on the date his or her coverage would otherwise have commenced. This does not apply to the Dental Care Coverage.

Evidence of a dependent's insurability may be required to be submitted at your expense.

CHANGE IN COVERAGE

If your coverage changes due to a change in earnings or classification, or as a result of a plan change, your coverage will not be adjusted until the first day, on or after the date of the change, on which you are Actively at Work and the appropriate contribution is being made.

If your Dependents Coverage changes due to a change in your classification, or as a result of a plan change, and a dependent (other than a newborn child) is confined in a hospital on the effective date of the change, the coverage will not be adjusted until the dependent is discharged from the hospital. This does not apply to the Dental Care Coverage.

TERMINATION OF COVERAGE

EMPLOYEE COVERAGE

Your coverage will terminate on the earliest of the following dates:

- (1) the date you cease to be a member of any eligible class because of termination of employment (described below) with the Employer or for any other reason;
- (2) the date your class is terminated;
- (3) the date you enter service in the armed forces of any country;
- (4) the date the Employer ceases to make contributions for you;
- (5) the date you attain the termination age shown in the Summary of Coverages; and
- (6) the date the Contract terminates.

Termination of Employment

For the purposes of the Contract, your employment will be considered to terminate when you are no longer Actively at Work for the Employer. However, if you are absent from work for any of the reasons described in the Continuation of Coverage During Absence From Work section below, the Employer may, without discrimination among persons in like circumstance, consider you as not having terminated employment for the purposes of the Contract and as continuing to be a member of any eligible class, and coverage will then be continued as outlined in the section below.

CONTINUATION OF COVERAGE DURING ABSENCE FROM WORK

Your coverage will be continued while you are absent from work due to:

- (1) **Sickness or injury**, until the earliest of the dates specified in the above Employee Coverage section.
- (2) **temporary layoff or approved leave of absence**, until the end of the month following the month in which you were laid off or your leave commenced.

If the Employer has terminated your employment and is required to extend Benefits to you during a prescribed notice of termination in accordance with any federal or provincial employment standards legislation, you may continue to be covered under the Contract for that period. The Employer must ask for the continuation in writing and in no event will it extend past the date on which the Contract terminates.

DEPENDENTS COVERAGE

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

- (1) the date your own coverage terminates;
- (2) the date the dependent ceases to be a Qualified Dependent;
- (3) the date London Life receives a request to terminate the dependent's coverage; and
- (4) the date the Employer ceases to make contributions for Dependents Coverage.

WHEN YOU HAVE A CLAIM

LIFE COVERAGE

Employee Life Coverage

Your Beneficiary must send proof of death to the Employer.

Dependents Life Coverage

You must provide the Employer with proof of death.

The Employer will provide the proper claim forms for completion.

WEEKLY INDEMNITY COVERAGE

Contact the Employer to obtain the proper claim forms and instructions. Forms should be completed without delay to ensure prompt payment of your Benefits.

SUBMISSION OF HEALTH AND DENTAL CLAIMS

To make a health claim

Obtain the health claim form from the Employer and send the **completed** form directly to London Life.

- (1) Keep a separate running record of the covered expenses for each Covered Person.
- (2) Save all bills; in most instances they will serve as proof of claim.
- (3) Submit claims when a reasonable number of bills and receipts has been accumulated.
- (4) Avoid frequent submission of small claims, but large claims should be submitted promptly.
- (5) Each bill, other than for drugs, should show:
 - (a) patient's full name,
 - (b) date or dates the service was rendered or purchase was made,
 - (c) nature of the Sickness or injury,
 - (d) type of service or supply furnished, and
 - (e) itemized charges.
- (6) Each drug bill must show:
 - (a) patient's full name,
 - (b) prescription number and name of medication, and
 - (c) date of purchase and the charge for each item.

Submit only original bills and receipts; photocopies or carbon copies are not acceptable.

To make a dental claim

Obtain the dental claim form from the Employer, complete the claimant's portion and have the Dentist complete the attending Dentist's statement. The form should then be sent directly to London Life.

TRAVEL ASSISTANCE COVERAGE

To make a claim for Trip Interruption Benefits

Obtain the Emergency Health and Travel Claim Form from the Employer and send the completed form directly to London Life. The following information and documentation will be required:

- (1) Letter or other document to show attendance by a Physician during the Trip, providing the date and nature of the Sickness or injury, details of the Physician's treatment, charge for the Physician's services, and an assertion by the Physician that there was a medical reason for the Covered Person or Travelling Companion to interrupt the Trip.
- (2) Original travel coupons, tickets and other documents which were unused due to interruption of the Trip.
- (3) Ticket and other payment receipts for costs to rejoin the Trip or return to the province of residence, showing purchase and travel dates and amounts paid, if the Covered Person arranged this without the assistance of Worldwide Assistance Services, Inc.
- (4) A letter from the attending Physician outlining the circumstances surrounding the Sickness, injury or death of an Immediate Family Member who was not travelling with the Covered Person, if it was the reason for interruption of the Trip.
- (5) The name and address of the travel agent, Common Carrier or other organization who arranged and was paid for the Trip.
- (6) Copies of correspondence to show that the Covered Person sought reimbursement for unused coupons, tickets and accommodation and that such reimbursement was refused.

HEALTH AND DENTAL CLAIM INQUIRIES

For inquiries regarding your Health and Dental claims, contact the nearest Prudential claim office.

ONTARIO RESIDENTS

Ajax Group Claim Office

Mailing Address:
200 Consilium Place
9th Floor
Scarborough ON M1H 3E6

Toll Free: 1-800-661-9135
(Hours of Operation: 8:00 am to 10:00 pm)

ALBERTA RESIDENTS

Edmonton Group Claim Office

Mailing Address:
10020-101A, Avenue
Suite 1430
Edmonton AB T5J 3G2

Toll Free: 1-800-803-6328
(Hours of Operation: 8:00 am to 5:00 pm)

QUEBEC RESIDENTS

Montreal Group Claim Office

Mailing Address:
1080 Beaver Hall Hill
12th Floor
Montreal PQ H2Z 1S8

Toll Free: 1-800-363-3861
(Hours of Operation: 8:00 am to 5:00 pm)

BRITISH COLUMBIA RESIDENTS

Vancouver Group Claim Office

Mailing Address:
Rogers Cantel Tower
4710 Kingsway, Suite 501
Burnaby, BC V5H 4M2

Toll Free: 1-800-665-6629
(Hours of Operation: 8:00 am to 5:00 pm)

GENERAL INFORMATION

ASSIGNMENT RULES

Death Benefits are not assignable, meaning that ownership of death Benefits cannot be transferred to any person or organization.

BENEFICIARY RULES

"Beneficiary" means the person you or your Spouse designate in writing to receive the Benefits.

Benefits becoming payable under the Contract on account of the death of you or your Spouse will be paid to the designated Beneficiary. Any Benefit amount for which there is no Beneficiary at the death of you or your Spouse will be paid to the estate of the deceased person.

Subject to any statutory rights of any Beneficiaries, you and your Spouse may change the Beneficiary at any time by filing a new designation form with the Employer. The change will be effective on the date the form is signed, but it will not apply to any payment made by London Life prior to the date the form is received by London Life.

If there is more than one Beneficiary and the form does not specify their shares, the Beneficiaries will share equally.

If a Beneficiary dies before you or your Spouse, that Beneficiary's interest will end. It will be shared equally by any remaining Beneficiaries unless the designation form states otherwise.

CLAIM RULES

Proof of **loss**

The time limits for submitting proof of **loss** under a coverage are described in the applicable coverage description page.

Failure to furnish any such proof within the time required will not invalidate or reduce any such claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

Physical examination and autopsy

London Life, at its own expense, will have the right and opportunity to have any Covered Person, whose injury, Sickness or treatment is the basis of a claim, examined by a Physician or dentist designated by London Life when and as often as it may reasonably require during the period of a claim under the Contract and, in a case of death, to have an autopsy performed where it is not forbidden by law.

Legal action

No action at law or in equity will be brought to recover under the Contract prior to the expiration of 60 days after written proof of loss has been furnished in accordance with requirements of the Contract.

OVERPAYMENT OF BENEFITS

Nothing in this Group Benefit Plan will prevent London Life from recovering any overpayment of Benefits from the person or organization to whom such payment has been made, irrespective of the cause of such overpayment.

COORDINATING COVERAGE GUIDELINES FOR OUT-OF-COUNTRY/PROVINCE HEALTH CARE EXPENSES

If a person who is covered under the Contract for Travel Assistance Coverage or for expenses resulting from emergency or referral health care provided outside Canada or outside the province of residence under the Extended Health Care Coverage is also covered under another plan or plans* which provides similar coverage, any claim will be coordinated with the other plan(s) in accordance with the Coordinating Coverage Guidelines for Out-of-Country/Province Health Care Expenses as outlined by the Canadian Life and Health Insurance Association Inc.

* The "other plans" may include employment-related group contracts, individual or group travel or health policies, credit card coverages or any other private insurance source.

COORDINATION OF BENEFITS

If a person who is covered under the Contract for Extended Health Care Coverage or Dental Care Coverage is also covered under another plan* which provides similar coverage, any claim will be coordinated and/or reduced so that benefits payable from all plans will not exceed 100% of the Eligible Charges incurred.

* The "other plan" is defined as group insurance or any other arrangement of coverage for individuals in a group, whether on an insured or uninsured basis, including any prepayment coverage or capitation plan, as long as the group is not formed solely for the purpose of obtaining insurance. This definition of other plan does not include school insurance or individual travel insurance.

If a person is eligible to receive Benefits under this Plan and the same, or similar benefits under another plan, payment will be determined as follows:

- ◆ The plan which does not contain a Coordination of Benefits provision will pay before the plan which does.
- ◆ If the other plan(s) contains a Coordination of Benefits provision, priority will be given to the plan(s) in the following order:
 - (1) The plan where the person is covered as a member. However, if a person is a member of two or more plans, priority will be given as follows:
 - (a) the plan where the member is covered as an active full-time employee,
 - (b) the plan where the member is covered as an active part-time employee,
 - (c) the plan where the member is covered as a retiree.
 - (2) The plan where the person is covered as a dependent spouse.

- (3) The plan where the person is covered as a dependent child. However, if a person is covered as a dependent child under two or more plans, priority will be given as follows:
- (a) the plan of the parent with the earlier date of birth (month/day) in the Calendar Year,
 - (b) the plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same date of birth.

An exception to this rule occurs if the parents are separated/divorced, in which case priority will be given as follows:

- (i) the plan of the parent with custody of the child,
 - (ii) the plan of the spouse of the parent with custody of the child,
 - (iii) the plan of the parent not having custody of the child,
 - (iv) the plan of the spouse of the parent in (iii) above.
- (4) Health plans with dental accident coverage will determine benefits before dental plans, where a person may be able to claim under both plans.
- (5) If priority cannot be established using the above priorities, the Benefits will be prorated in proportion to the amounts that would have been paid under each plan had there been coverage under just that plan.

If payments which should have been made under the Contract by the terms of this Coordination of Benefits provision have been made under any other plan, London Life will have the right to pay to any company or organization the amount necessary to satisfy the intent of this Coordination of Benefits provision. The amounts paid in this manner will be considered Benefits paid under the Contract and London Life will be fully discharged from liability to the extent of the payments made.

If payments have been made by London Life under the Contract which are in excess of the maximum amount of payment necessary to satisfy the intent of this Coordination of Benefits clause, London Life will have the right to recover any such excess from any company or organization or person to or for whom such payments were made.

TO WHOM PAYABLE

Benefits under a coverage will be payable to you unless otherwise specified within the coverage.

EMPLOYEE LIFE COVERAGE

FOR YOU

PART I. DEATH BENEFITS

DEFINITION

Where used in this Coverage, "Total Disability" or "Totally Disabled" means:

- (1) you are not working for wage or profit; and
- (2) due to bodily injury or disease, you are not able to engage in any and every gainful occupation for which you are reasonably fitted by education, training or experience.

A. DEATH BENEFIT

If you die while covered under this Coverage, the amount of your Life Coverage (shown in the Summary of Coverages) that is in effect on the date of your death will be paid when London Life receives due written proof of death.

B. EXTENDED DEATH BENEFIT DURING TOTAL DISABILITY

If you become Totally Disabled while covered under this Coverage and are younger than age 65, London Life will, upon receipt of satisfactory proof of Total Disability, continue the coverage without **payment of premiums** while you are Totally Disabled, subject to the remainder of this section B.

Notice that Total Disability exists and has continued without interruption for at least six months must be given to London Life within one year after commencement of Total Disability. Satisfactory proof of Total Disability must be given to London Life within three months of the date of notice and thereafter when and as required by London Life once each year.

The amount of coverage continued is the amount for which you were covered at the date of commencement of Total Disability. However, if the coverage would normally reduce when you attain a certain age or for any other reason, the amount of coverage continued under this section B will reduce accordingly.

Upon your death the amount of coverage will be paid provided satisfactory proof is submitted that such Total Disability continued to the date of death.

If you die before age 65 and within a year after the date of commencement of Total Disability and before any proof has been given, then notice that Total Disability continued to the date of death must be given to London Life within one year after death. Satisfactory proof must be given to London Life within three months of the date the notice is received by London Life.

If an individual policy of life insurance has been issued in accordance with section D. Conversion **Privilege**, payment will be made only if the individual policy is surrendered without claim.

This extension protection will immediately terminate if you:

- (1) cease to be Totally Disabled;
- (2) reach age 65;
- (3) retire;
- (4) fail to furnish any required proof that the Total Disability continues; or
- (5) fail to submit to a medical exam by Physicians named by London Life when and as often as London Life requires.

If the extension protection ends after you have given proof of Total Disability and you have not returned to active work with the Employer, you have the same rights and benefits under section D. Conversion Privilege as if you ceased to be covered under this Coverage.

C. EXTENSION OF BENEFIT

A death Benefit is payable if you die within 31 days after ceasing to be covered under this Coverage. The amount of the Benefit is equal to the amount of Life Coverage you were entitled to convert under section D. Conversion Privilege.

D. CONVERSION PRIVILEGE

If you cease to be covered under this Coverage prior to attaining age 65, your coverage may be converted to an individual life insurance policy without evidence of insurability. The policy will be issued in accordance with the applicable laws or guidelines in effect in your province of residence. The amount converted must be at least equal to the minimum amount for which London Life will issue an individual policy for the plan of insurance chosen.

The premium for the individual policy will be based on London Life's premium rate as of the effective date of the individual policy, according to the plan of insurance chosen, the amount of insurance converted and your attained age.

You must apply for the individual policy and pay the first premium within 31 days after ceasing to be covered under this Coverage. The individual policy will be effective 31 days after this Coverage is terminated.

If you convert all or part of your Life Coverage under the terms of this section D, you will not be eligible for further coverage under this Coverage, unless the individual policy is cancelled.

E. SELF-DESTRUCTION LIMITATION ON OPTIONAL COVERAGE

Benefits will not be payable for optional coverage if you die as a result of suicide or self-inflicted injury within two years after the following dates:

- (1) the date you became covered for the first time for optional coverage, or
- (2) the date an increase in the optional coverage became effective.

Instead London Life will refund the amount of premiums paid, with respect to the optional coverage or the amount of the increase in the optional coverage.

F. TO WHOM PAYABLE

Any Benefits payable on account of your death will be paid to your Beneficiary determined under the Beneficiary Rules shown on the General Information page.

G. PROOF OF CLAIM

Written proof of a claim must be given to London Life in accordance with the following:

Death claim - not later than five years after the date of death.

Disability claim - written notice must be given not later than one year after the date of commencement of Total Disability. Written proof must be given not later than three months after the date the notice is received by London Life.

PART II. LIVING BENEFITS

DEFINITIONS

Where used in this Coverage, the following phrases have the meanings set forth below:

- (1) "Living Benefits" means the amount of Life Coverage that you may elect to place under this option. The Living Benefits is a one-time lump sum payment which is equal to 50% of your total amount of Life Coverage (shown in the Summary of Coverages) in effect on the date London Life receives proof that you are Terminally Sick, to a maximum of \$50,000. However, the Living Benefits may be reduced if, within six months after the date London Life receives such proof, a reduction on account of age would have applied to your amount of Life Coverage. In that case, the amount of Living Benefits will be 50% of your amount of Life Coverage after applying the reduction, subject to the Living Benefits maximum.
- (2) "Terminally Sick" means your life expectancy is 12 months or less.

A. OPTION

If you become Terminally Sick while covered under this Coverage or while your coverage is being continued under the Extended Death Benefit During Total Disability section of this Coverage, you may elect to have the Living Benefits option. Such election is subject to the provisions set forth below.

B. PAYMENT OF LIVING BENEFITS

If you elect this option, London Life will pay the Living Benefits in one sum when it receives proof that you are Terminally Sick.

C. TO WHOM PAYABLE

The **Benefit** under this option is payable to you.

D. AMOUNT PAYABLE ON YOUR DEATH

London Life will pay to your Beneficiary as determined under the Beneficiary Rules shown on the General Information page, in one sum, the amount of the Life Coverage proceeds, LESS the total of (1) the amount of the Living Benefits option you received, and (2) an amount representing interest calculated from the date of the Living **Benefits** payment to the date of your death, using an effective annual interest rate as notified by London Life when applying for Living Benefits.

E. CONDITIONS

Your right to be paid under this option is subject to these terms:

- (1) You must choose this option in writing in a form satisfactory to London Life.
- (2) You must furnish satisfactory proof to London Life that your life expectancy is 12 months or less, including certification by a Physician.
- (3) Living Benefits will be made available to you on a voluntary basis only.

Therefore:

- (a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this option.
- (b) If you are required by a government agency to ~~use~~ this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this option.
- (c) The deduction of the Living Benefits and its accrued interest take priority over any other demand or claim for the insurance proceeds payable on your death.

F. EFFECT ON COVERAGE

When you elect this option, the total amount of Life Coverage payable on your death, including any amount under the Extended Death Benefit During Total Disability section of this Coverage, will be reduced by the Living Benefits. Also, any amount you could otherwise have converted to an individual policy will be reduced by the Living Benefits.

WEEKLY INDEMNITY COVERAGE

FOR YOU

DEFINITIONS

Where used in this Coverage, the following words or phrases have the meanings set forth below:

- (1) "Hospitalized" means you are confined as an inpatient in a hospital, on the orders of a Physician, and a room and board charge is made.
- (2) "Maternity Leave of Absence" means:
 - (a) any period of maternity leave taken by you in accordance with a federal or provincial law or pursuant to mutual agreement between you and the Employer; or
 - (b) any period of maternity leave which the Employer requires you to take in accordance with a federal or provincial law.

The period of maternity leave will commence on the earlier of the elected date of the leave and the date of delivery, and will end on the day you are scheduled to return to work.

- (3) "Total Disability" or "Totally Disabled" means that because of accidental bodily injury or Sickness you are:
 - (a) not able to perform any and every duty pertaining to your job; and
 - (b) not working at any job for wage or profit.

A. BENEFITS FOR DISABILITY

A Weekly Benefit (shown in the **Summary of Coverages**) will be paid if you become Totally Disabled while covered for this Coverage and are under the regular care of a Physician. The Weekly Benefit is subject to section B. Benefit Amount and Integration with Other Benefits.

Payments will start when the Elimination Period (shown in the **Summary of Coverages**) has been completed and will continue while you are Totally Disabled up to the Maximum Benefit Period (shown in the **Summary of Coverages**).

Payment will be made weekly in arrears, computed from the end of the Elimination Period, provided you submit satisfactory evidence of continuing Total Disability as requested by London Lie.

Benefits for part of a week will be paid at the rate of one-seventh of the Weekly Benefit rate multiplied by the number of days you are Totally Disabled during that week.

B. BENEFIT AMOUNT AND INTEGRATION WITH OTHER BENEFITS

The Weekly Benefit will be reduced by the total of the following amounts, if any, payable to you for the same period of Total Disability:

- (1) The amount of any income replacement benefits payable (or which would have been payable upon proper application) under any government plan of automobile insurance which has been approved as an acceptable limitation under the Unemployment Insurance Act of Canada.
- (2) The amount of any income replacement benefits payable (or which would have been payable upon proper application) under any Workers' Compensation Act or similar law. Any week for which the payable Weekly Benefit is zero will count towards the Maximum Benefit Period.
- (3) The amount of any disability pension to which you are entitled as a result of Total Disability under the Canada/Quebec Pension Plan, including disability income payable on account of dependent children.

Any cost-of-living increase in the amounts described above, that becomes effective after Weekly Indemnity Benefits become payable, will not further reduce your Weekly Benefit.

If you receive a lump-sum settlement for any of the benefits described above, your Weekly Benefit will be reduced by the amount you would receive if the payments were made on a weekly basis.

C. RECURRENT DISABILITIES

If, while the Contract is in force, you are receiving Weekly Indemnity Benefits, return to work on a Full-time Basis and within 14 days of your return to work again become Totally Disabled on account of the same disability, you will be considered to have been continuously disabled for the purposes of the Elimination Period. If your subsequent disability is entirely unrelated to your previous disability, it will be considered a new disability and subject to the Elimination Period.

D. LIMITATIONS AND EXCLUSIONS

Benefits will not be payable for any period of Total Disability under the following circumstances:

- (1) Any period of time that you are not under the regular care of a Physician. Any such period will not count towards the Elimination Period.
- (2) Any period of time during which you are on leave of absence including Maternity Leave of Absence. If you become Totally Disabled while on leave of absence, the leave of absence will end on the day you are scheduled to return to work.
- (3) If the disability commences while you are not Actively at Work due to suspension of business operations or strike.
- (4) If the disability results from commission of, or attempt to commit, any criminal offence but not when injuries are sustained as a result of driving a vehicle when your blood contained more than 80 milligrams of alcohol in 100 millilitres of blood (.08).

- (5) If the disability results from self-inflicted injuries while sane or insane.
- (6) If the disability results from alcoholism or drug addiction unless you are undergoing an active treatment program approved in writing by London Life.

E. EXTENSION OF BENEFITS

If your coverage terminates for any reason and you are Totally Disabled on the date of termination, Benefits will continue during the period of Total Disability as if the coverage had not terminated.

F. THIRD PARTY CLAIM

If you receive Benefits under this Coverage and seek compensation from a third party for causing you to become Totally Disabled, the claim for compensation will include reimbursement for loss of earnings. If you are awarded compensation, you will have to refund to London Life any Benefits received under this Coverage for such Total Disability, up to the amount awarded under the third party claim.

G. PROOF OF CLAIM

Written proof of claim must be provided not later than 90 days following commencement of Total Disability.

DEPENDENTS LIFE COVERAGE

FOR YOUR QUALIFIED DEPENDENTS

A. DEATH BENEFIT

If a dependent dies while covered under this Coverage, the amount of Life Coverage (shown in the Summary of Coverages) that is in effect for that dependent on the date of death will be paid when London Life receives due written proof of death.

B. EXTENSION OF BENEFIT

A death Benefit is payable if your Spouse dies within 31 days after ceasing to be covered under this Coverage. The amount of the Benefit is equal to the amount your Spouse was entitled to convert.

C. CONVERSION PRIVILEGE

If you cease to be covered under this Coverage because of termination of employment, the coverage on the life of your Spouse may be converted to an individual life insurance policy provided your Spouse is younger than age 65. Evidence of insurability is not required. The amount converted cannot exceed your Spouse's amount of coverage when his or her coverage ends. This amount must be at least equal to the minimum amount for which London Life will issue an individual policy for the plan chosen.

The premium for the individual policy will be based on London Life's premium rate as of the effective date of the individual policy, according to the plan of insurance chosen, the amount of insurance converted and the Spouse's attained age.

Your Spouse must apply for the individual policy and pay the first premium within 31 days after ceasing to be covered under this Coverage. The individual policy will be effective 31 days after this Coverage is terminated.

D. SELF-DESTRUCTION LIMITATION ON OPTIONAL COVERAGE

Benefits will not be payable for optional coverage if your Spouse dies as a result of suicide or self-inflicted injury within two years after the following dates:

- (1) the date your Spouse became covered for the first time for optional coverage, or
- (2) the date an increase in the optional coverage became effective.

Instead London Life will refund the amount of premiums paid, with respect to the optional coverage or the amount of the increase in the optional coverage.

E. TO WHOM PAYABLE

Any Benefit becoming payable will be paid to you, except as provided in the following paragraph. If you predecease the dependent, the death Benefit will be paid to the estate of the dependent or, at London Life's option, to a surviving relative of the dependent.

Any **amount** of optional coverage becoming payable on account of the death of your Spouse will be payable to the Beneficiary as determined under the Beneficiary Rules shown on the General Information page.

F. WAIVER OF PREMIUM

If your Life Coverage is being continued without payment of premiums while you are Totally Disabled under the Extended Death Benefit During Total Disability section, your Dependents Life Coverage will also be continued **without payment of premiums** until the earliest of:

- (1) the date the extension protection under the Extended Death Benefit During Total Disability section of your Life Coverage terminates;
- (2) the date the Dependents Life Coverage terminates; and
- (3) the date the Contract terminates.

G. PROOF OF CLAIM

Written proof of a claim must be given to London Life not later than five years after the date of death.

EXTENDED HEALTH CARE COVERAGE

FOR YOU AND YOUR QUALIFIED DEPENDENTS

DEFINITIONS

Where used in this Coverage, the following words or phrases have the meanings set forth below:

- (1) "Convalescent or Rehabilitation Hospital" means an institution that is legally operated, is supervised by a staff of Physicians, has registered nurses (R.N.) in attendance 24 hours a day, provides room and board and skilled nursing care of sick or injured persons during the convalescent stage of a Sickness or injury, and which is not, other than incidentally, a nursing home or a facility for rest or for the aged. Additionally, it must be approved for resident inpatient care under a provincial hospital services program and eligible to receive payments under, and in accordance with, the provincial hospital services plan.
- (2) "Eligible Charges" means the Reasonable and Customary Charges actually made to the Covered Person for the medical services and supplies described in section B, provided the services and supplies are Medically Necessary for the care and treatment of a Covered Person's Sickness or injury and are ordered by a Physician unless otherwise stated, and the charges:
 - (a) exceed the amount payable under any government medical, health or hospital services plan or, if the person is not covered under such a plan, exceed the amount that would have been payable by the plan of the province or territory in which the Covered Person resides;
 - (b) exceed the amount payable under any other coverage of the Contract, any workers' compensation law or any other source, other than an individual policy issued by another company; and
 - (c) are those for which London Life is not prohibited by law from providing.
- (3) "Hospital" means an institution that is legally operated, is supervised by a staff of Physicians, has registered nurses (R.N.) in attendance 24 hours a day, provides a broad range of 24-hours-a-day medical and surgical services for sick and injured persons, and which is not, other than incidentally, a nursing home or a facility for rest or for the aged.
- (4) "Medical Emergency" means an unforeseen event occurring while a Covered Person is travelling which causes that person injury or Sickness. Such travel must be for the purpose of business or pleasure and not in any way for the purpose of obtaining hospital or medical treatment.
- (5) "Medically Necessary" means the service or supply is ordered by a Physician and is commonly and customarily recognized throughout the Physician's profession as appropriate in the treatment of the patient's diagnosed Sickness, injury or condition. The service or supply must not be educational, experimental or investigational in nature, nor provided primarily for the purpose of medical or other research.

In the case of a Hospital confinement, the duration and the services and supplies will be considered necessary only to the extent London Life determines them to be:

- (a) related to the treatment of the Sickness or injury; and
 - (b) not allocable to the scholastic education or vocational training of the patient.
- (6) "Physician" means a duly licensed doctor of medicine (M.D.). Physician also means a duly licensed dentist, podiatrist, chiropodist, chiropractor, osteopath, naturopath, optometrist or a psychologist practising within the scope of his or her profession who is licensed by the licensing and registration authority in the jurisdiction where the service is rendered.
- (7) "Reasonable and Customary Charge" means the usual charge of the provider for the service or supply, in the absence of coverage, but not more than the prevailing charge in the area for a like service or supply. A like service or supply is one of the same nature and duration, requires the same skill, and is performed by a provider of similar training and experience.

A. PAYMENT OF BENEFITS

After satisfaction of the Deductible (shown in the Summary of Coverages), a Benefit will be paid if a Covered Person incurs Eligible Charges in connection with the services and supplies described in section B while covered under this Coverage. A charge is considered to be incurred on the date of the service or purchase for which the charge is made.

For all Eligible Charges, Benefits will be equal to the Covered Percentage (shown in the Summary of Coverages) once the Deductible has been satisfied each Calendar Year.

B. ELIGIBLE CHARGES

Eligible Charges are the Reasonable and Customary Charges actually made to the Covered Person for the following Medically Necessary services and supplies:

(1) Hospital

Charges for room and board in a Hospital in Canada, up to the maximum amount payable shown in the Summary of Coverages.

(2) Out-patient Hospital

Charges for services and supplies while the Covered Person is not confined in a Hospital, up to the maximum amount payable shown in the Summary of Coverages.

(3) Convalescent hospital

Charges for room and board in a Convalescent Hospital in Canada, up to the maximum amount payable shown in the Summary of Coverages.

The confinement must be ordered by a Physician as necessary for recuperative care or rehabilitative treatment and the Covered Person must be admitted within 14 days following a period as an inpatient in a Hospital.

Excluding

Charges which are primarily for custodial care such as chronic care facilities and nursing homes.

(4) Chronic care hospital or chronic care wing of a public general hospital

Charges for room and board in a chronic care hospital or chronic care wing of a public general Hospital, up to the maximum amount payable shown in the Summary of Coverages.

(5) Expenses incurred while out of province of residence or Canada

Charges for expenses incurred while out of the Covered Person's province of residence or Canada will be eligible provided the expense is recommended by a Physician on account of:

- (a) **treatment of a Medical Emergency while travelling outside the Covered Person's province of residence or Canada;** or
- (b) **specialized treatment not available in the Covered Person's province of residence or Canada** when the Covered Person is referred outside his or her province of residence or Canada by his or her regularly attending Physician.

The Eligible Charges will be equivalent to the charges actually made to the Covered Person minus any charge covered by any government plan, up to the maximum amount payable shown in the Summary of Coverages.

Eligible expenses include:

- (a) public ward accommodation and other services and supplies furnished by the Hospital;
- (b) services of a Physician;
- (c) emergency outpatient services;
- (d) drugs and medicines which **by law** may only be dispensed upon the prescription of a Physician; and
- (e) any other medically necessary services and supplies which would otherwise be covered under this Coverage.

(6) Drugs and medicines

- (a) Drugs and medicines which **by law** can only be issued upon the prescription of a Physician and which are dispensed by a licensed pharmacist.
- (b) Insulin.
- (c) Oral contraceptive pills.
- (d) Allergy serums.
- (e) Hydroquinidine, quinidine, erythrol tetranitrate, isosorbide dinitrate and nitroglycerin.
- (f) Vaccinations and immunizations for the preventive treatment of communicable diseases.

The requirement that the service or supply is necessary on account of the Covered Person's Sickness, injury or condition does not apply to (c) above.

Excluding

- (a) Vitamins, minerals, dietary supplements and foods.
 - (b) Dietetic and **anti-smoking** drugs and medicines.
 - (c) Fertility drugs.
 - (d) Medicines and other items bearing a **GP** number.
- (7) **Ambulance service**, or any form of emergency transportation, to and from the nearest medical facility equipped to provide adequate treatment.
- (8) Services of a dentist for **dental treatment** of injuries to sound, vital, natural teeth (including capped or crowned teeth) when caused by a direct **accidental** blow to the mouth, occurring while a Covered Person (but not when caused by an object wittingly or unwittingly placed in the mouth), provided the charges are incurred within one year of the accident. Fractured jaws are also covered.
- (9) Services of a **psychologist** in connection with the diagnosis and treatment of mental, nervous or emotional disorders, up to the maximum amount payable shown in the Summary of Coverages.
- (10) Services of a **psychiatrist** (if not reimbursed by a provincial plan), up to the maximum amount payable shown in the Summary of Coverages.
- (11) Services of a **chiropractor, naturopath, osteopath, podiatrist, or chiropodist**, including one X-ray examination per specialty, up to the maximum amount payable shown in the Summary of Coverages. (The amount payable will be limited to one specialty per practitioner per day.)

Limitation effective August 1, 1996

For residents of Ontario, Benefits for the services of a chiropractor or podiatrist will not be payable until the maximum yearly allowance for those services under the provincial health insurance plan has been paid on behalf of a Covered Person.

- (12) Treatment by a registered **massage therapist** when the person is referred by a duly licensed doctor of medicine (M.D.), up to the maximum amount payable shown in the Summary of Coverages.
- (13) **Private duty professional nursing services in the home** by a registered graduate nurse, a registered nursing assistant, a registered practical nurse, or similarly licensed person, other than a close relative, provided (a) the service is prescribed by a duly licensed doctor of medicine (M.D.), and (b) intensive care nursing is required in the treatment of an acute Sickness; up to the maximum amount payable shown in the Summary of Coverages.

Exclusion

Benefits will not be payable when the services actually furnished:

- (a) are mainly custodial;
- (b) are mainly to assist the Covered Person with the functions of daily living or to dispense oral medication; or

- (c) could be furnished properly by someone who does not have the professional qualifications stated above.
- (14) Treatment by a **physiotherapist** or **speech therapist**, up to the maximum amount payable shown in the Summary of Coverages.
- (15) **Custom-made orthopaedic shoes** and modifications to such shoes, up to the maximum amount payable shown in the Summary of Coverages.
- (16) **Lenses required as a result of cataract surgery**, up to the maximum amount payable shown in the Summary of Coverages.
- (17) **Eye examinations** by an optometrist or ophthalmologist, up to the maximum amount payable shown in the Summary of Coverages.
- (18) **Vision care:** eyeglass frames and lenses, contact lenses, dispensing fees, and diagnosis and treatment of accidental injury or disease of the eyes, up to the maximum amount payable shown in the Summary of Coverages.

Excluding

- (a) Sunglasses, whether prescription or not, safety glasses or tinted lenses provided for aesthetic or cosmetic purposes.
- (b) Services or supplies not reasonably necessary for the vision care of the Covered Person.
- (19) **Visual training and remedial therapy**, up to the maximum amount payable shown in the Summary of Coverages.
- (20) **Intra-uterine devices** inserted by a Physician.

The requirement that the service or supply is necessary on account of Sickness of a Covered Person does not apply to this item.

(21) **Other services and supplies:**

X-ray examinations and therapy and diagnostic laboratory procedures.
 Colostomy and ileostomy apparatus and supplies.
 Diabetic supplies: rubbing alcohol, cotton swabs, syringes, needles, clinitest, dextrose sticks or similar home chemical testing supplies, lancets.
 Diabetic monitoring and administration equipment, up to the maximum amount payable shown in the Summary of Coverages.
 Blood and blood plasma not replaced by or for the patient.
 Oxygen and rental of equipment for its administration.
 Artificial limbs, including repair and replacement, up to the maximum amount payable shown in the Summary of Coverages.
 Artificial larynx and eyes.
 Electronic heart pacemaker.
 Casts, splints, trusses, braces, crutches, surgical dressings.
 Apnea monitors for respiratory dysrhythmia, up to the maximum amount payable shown in the Summary of Coverages.
 Orthotics, up to the maximum amount payable shown in the Summary of Coverages.

Support hose, up to the maximum amount payable shown in the Summary of Coverages.
Rental of a hospital bed or iron lung.
Traction apparatus, up to the maximum amount payable shown in the Summary of Coverages.
Purchase of a standard or electric (where a standard is not suitable) wheelchair, up to the maximum amount payable shown in the Summary of Coverages.
External breast prosthesis following a mastectomy, up to the maximum amount payable shown in the Summary of Coverages.
Bed rail, up to the maximum amount payable shown in the Summary of Coverages.
Trapeze bar, up to the maximum amount payable shown in the Summary of Coverages.
Transcutaneous nerve stimulator, up to the maximum amount payable shown in the Summary of Coverages.
Sphygmomanometers, up to the maximum amount payable shown in the Summary of Coverages.
Canes, walkers, Jobst burn garments, Jobst sleeves for lymphoedema following mastectomy, stump socks, cervical collar, shoulder harness, head halter.
Intermittent positive pressure breathing machine, aerosol equipment, mist tents, nebulizers (excluding air purifiers, humidifiers and vaporizers) for cystic fibrosis, acute emphysema, chronic obstructive bronchitis or chronic asthma.

C. OVERALL LIFETIME MAXIMUM

Benefits payable are subject to the Overall Lifetime Maximum (shown in the Summary of Coverages) per Covered Person.

D. EXCLUSIONS

- (1) Any charges incurred in connection with:
 - (a) Commission of, or attempt to commit, any criminal offence but not when injuries are sustained as a result of driving a vehicle when the Covered Person's blood contained more than 80 milligrams of alcohol in 100 millilitres of blood (.08).
 - (b) Intentionally self-inflicted injuries.
 - (c) Sickness due to war or any act of war, civil commotion, insurrection or hostilities of any kind.
 - (d) Rest cures, travel for health reasons, periodic checkups and examinations, or pregnancy tests.
 - (e) Telephone consultations made by a Physician with respect to a person's Sickness or injury.
- (2) Any charges incurred for:
 - (a) Services or supplies dispensed by a person who normally resides with the Covered Person or who is related to the Covered Person by blood or marriage.

- (b) Physicians' services or X-ray examinations involving one or more teeth, the tissue or structure around them, the alveolar process or the gums. This applies even if a condition requiring any of these services involves a part of the body other than the mouth such as the treatment of temporomandibular joint dysfunctions (TMJD) or malocclusion involving joints or muscles by methods, including, but not limited to, crowning, wiring or repositioning teeth. This does not apply to a charge made for dental treatment described in section B.
- (c) Services or supplies to the extent that they are available under any government medical, health or hospital services plan or where such a plan prohibits payment.
- (d) Services or supplies for which the Covered Person is not required to make payment, or where payment is received as a result of legal action or settlement.
- (e) Services or supplies to the extent that they are payable or would have been payable under any workers' compensation or similar law, had timely pursuit been made.
- (f) Services or supplies to the extent that such services or benefits for such services are available under any plan or program established pursuant to the laws or regulations of any government, including any motor vehicle no fault coverage required by statute.

E. EXTENSION OF BENEFITS

If the coverage of a Covered Person terminates for any reason and if the Covered Person is Totally Disabled on the date of termination, Benefit payments for the expenses incurred as a result of that Sickness will continue during the Total Disability as if such coverage had continued. Benefits will continue for a period of 90 days or, if earlier, to the date the individual becomes covered under any other group plan, whether issued by London Life or another company.

"Totally Disabled" and "Total Disability" means that the Covered Person, if an employee, is prevented solely because of Sickness from engaging in any work for compensation or profit, or, if a dependent, is prevented solely because of Sickness from engaging in all of the normal activities of a person of like age and sex, and who is in good health.

F. PROOF OF CLAIM

Written proof of the loss on which claim may be based must be given to London Life within 90 days after the end of the Calendar Year in which the expense was incurred.

PREFERRED VISION SERVICES (PVS)

FOR YOU AND YOUR QUALIFIED DEPENDENTS

Preferred Vision Services (PVS) is a service provided by London Life to its customers through Preferred Vision Services. It does not form part of the Contract issued to the Contractholder by London Life.

Preferred Vision Services (PVS) entitles you to a discount on a wide selection of quality eyewear and vision care services when you purchase these items from a PVS network optician or optometrist. You are eligible to receive the PVS discount through the network whether or not you are enrolled for the Extended Health Care Coverage described in this Group Benefit Plan. You may use the PVS network as often as you wish to purchase services and eyewear for yourself and your Qualified Dependents at a reduced cost.

In order to shop for eyewear through PVS:

- (1) Call the **PVS Information Hotline** at **1-800-668-6444** to obtain information about PVS locations and the operation of the program.
- (2) Arrange for a *fitting* or eye examination, if needed.
- (3) Present your Group Benefit Plan Identification Card to identify your preferred status as a PVS member through London Life.
- (4) When your order is ready, pick it up and pay the reduced PVS price. If you have vision care coverage, obtain a receipt and submit it with a claim form to your insurance carrier in the usual manner.

TRAVEL ASSISTANCE COVERAGE

FOR YOU AND YOUR QUALIFIED DEPENDENTS

DEFINITIONS

Where used in this Coverage, the following words or phrases have the meanings set forth below:

- (1) "Common Carrier" means any land, air, or water conveyance, which is licensed to transport passengers for compensation or hire, but excluding taxis, limousines or rental vehicles.
- (2) "Covered Person," "Dependent Child," "Hospital," "Physician," "Sickness," and "Spouse" have the same respective meanings as those previously stated in this Group Benefit Plan.
- (3) "Immediate Family Member" means a Spouse, mother, father, Dependent Child, brother, or sister of a Covered Person or Travelling Companion.
- (4) "Medical Emergency" means an unforeseen event occurring while a Covered Person is travelling which causes that person Sickness or injury requiring immediate hospital or medical treatment. Such travel must be for the purpose of business or pleasure and not in any way for the purpose of obtaining hospital or medical treatment.
- (5) "Reasonable and Customary Charge" means the usual charge of the provider for a service, in the absence of coverage, but not more than the prevailing charge in the area for a like service. A like service is one of the same nature and duration, requires the same skill, and is performed by a provider of similar training and experience.
- (6) "Travelling Companion" means any person who travels with the Covered Person.
- (7) "Related Travelling Companion" means you, your Spouse, and your Dependent Children travelling with a Covered Person,
- (8) "Trip" means a defined period of travel away from a Covered Person's permanent place of residence in Canada.

A. SERVICES PROVIDED

The services described in this Coverage are provided by Worldwide Assistance Services, Inc. (WA) and are subject to the Agreement between London Life and WA as may be amended from time to time. They are available to Covered Persons by contacting WA.

PART I. PRE-TRAVEL SERVICES

(1) Travel advisories

WA is automatically informed of any travel advisories issued. As the advisories come in, WA coordinators are notified immediately via the WA computer system.

(2) Visa and inoculation information

WA regularly receives official documentation from the World Health Organization and government agencies.

(3) Foreign exchange rates

On a daily basis, WA is automatically informed by financial institutions of the value of major currencies. Exchange rates provided are meant as general guidelines and are not guaranteed.

(4) Weather conditions

WA provides reports on weather, skiing and road conditions all over the world.

(5) Cultural and entertainment events

WA is constantly updating and adding new materials to its vast travel information resources.

(6) Shopping and dining tips

WA can provide information on restaurants recommended by food critics from around the world and dining spots known only by the locals.

(7) Local transportation

WA can provide information on local transportation.

(8) Referrals to embassies or consulates

WA is able to provide information about the nearest embassy or consulate.

PART II. EMERGENCY MEDICAL ASSISTANCE

When a Covered Person experiences a Medical Emergency while travelling, WA should be contacted within 24 hours, or as soon as reasonably possible. This will enable WA to provide the most effective assistance as the situation progresses.

Emergency medical assistance services are available to Covered Persons who incur health care expenses on an emergency basis while travelling outside the province of residence. This benefit is a supplement to any government health insurance plan and group health plan under which the Covered Person is eligible to be enrolled.

(1) 24-hour access

Multilingual telephone access where available, and telex and telegraphic access to WA, 24 hours a day, for Covered Persons or the Covered Person's medical services provider to confirm coverage and obtain access to other covered services.

(2) On-the-spot medical assistance and ongoing medical monitoring

Upon notification of a Medical Emergency resulting from a Covered Person's Sickness or injury, the multilingual staff of **WA** will, whenever appropriate in their judgment or that of a designated Physician, attempt to establish communication with attending medical personnel and facilities abroad in order to obtain a full understanding of the Covered Person's situation and to monitor that person's condition.

Limitation

The location of a Physician or medical facility is the responsibility of the Covered Person. If the Covered Person is unable to locate a Physician or facility, **WA** will attempt to locate one for the person. However, the final selection is the right and responsibility of the Covered Person.

(3) Medical evacuation

In the event of a Medical Emergency, when a Physician designated by **WA** in consultation with the attending Physician determines that it is medically possible for a Covered Person to be transported under medical supervision to a different Hospital or treatment facility or to be repatriated to the province of residence for treatment, **WA** will arrange and pay for transport of the Covered Person under proper medical supervision.

Limitations

All decisions as to the need for evacuation and/or repatriation, the means and/or timing of any evacuation, the medical equipment and medical personnel to be used and the final destination are decisions which will be made by the designated Physician in consultation with the attending Physician and London Life, and their decisions will be conclusive in determining the need for such services.

(4) Return of Dependent Children

WA will arrange and pay for economy-class transportation to the permanent place of residence of all Dependent Children, younger than 16 years of age and travelling with a Covered Person, who are left unattended because the Covered Person dies, is hospitalized due to a Medical Emergency, or is attending another Covered Person who is hospitalized due to a Medical Emergency. Should transportation of an attendant be necessary, **WA** will provide a qualified escort to accompany the children.

Limitation

This service will be provided only if the Dependent Children have forfeited their tickets as a result of the delay caused by the Covered Person's Medical Emergency or death.

(5) Return of Related Travelling Companions

If a Covered Person is hospitalized due to a Medical Emergency for more than ten consecutive days or dies outside the province of residence, **WA** will arrange and pay for economy-class transportation to the permanent place of residence for the Covered Person's Related Travelling Companions.

Limitation

This service will be provided only if the Related Travelling Companions have forfeited their tickets as a result of the delay caused by the Covered Person's Medical Emergency or death.

(6) Transportation to bedside

WA will provide round-trip ~~economy-class~~ transportation for one family member or friend to be with a Covered Person who is travelling alone and is hospitalized due to a Medical Emergency. This Benefit is available only when a Physician designated by **WA** in consultation with the attending Physician determines that the Covered Person is expected to be an inpatient for at least ten days outside the province of residence*.

*Effective May 1, 1996, the Covered Person is expected to be an inpatient for at least seven days outside the province of residence. However, if the attending Physician verifies that the Sickness or injury has a high probability of resulting in death during the first seven days, the seven-day hospitalization requirement will not apply.

Excluding

Meals and accommodation expenses.

(7) Up-front deposit

WA will pay an up-front deposit for medical emergency bills exceeding \$300 Canadian, if the deposit is required as a condition of admission or treatment.

(8) Identification of deceased (effective May 1, 1996)

If a Covered Person dies while travelling outside the province of residence and a family member or friend must travel to identify the deceased before release of the body is permitted, **WA** will provide round-trip economy class transportation for one person between that person's home and the location of the Covered Person's body.

Excluding

Meals and accommodation expenses.

(9) Return of deceased to the province of residence

If a Covered Person dies while travelling outside the province of residence, **WA** will arrange and pay for the return of the deceased to the place of burial in the province of residence. In addition, **WA** will arrange for all necessary documentation and authorizations to be obtained from government authorities.

(10) Vehicle return (effective May 1, 1996)

If a Covered Person experiences a Medical Emergency or death while travelling outside the province of residence, is unable to operate his or her owned or rented vehicle, and there is no other driver available, **WA** will arrange and pay up to \$1,000 Canadian for the return of the vehicle by a commercial agency to the Covered Person's residence or the nearest appropriate rental agency. A medical certificate is required from the attending Physician stating that the Covered Person is not capable of driving the vehicle.

PART III. TRAVEL AND COMMUNICATION ASSISTANCE

(1) Telephone interpretation services

In the event of a Medical Emergency, **WA** will provide telephone interpretation services and translation referrals in all major languages for a Covered Person.

(2) Transmission and retention of urgent messages

WA will, upon request, transmit an urgent message for a Covered Person to the person's home, business or other necessary location in the event of a Medical Emergency. **WA** will also retain messages in its offices for the Covered Person for up to 15 days.

(3) Help with lost luggage and lost documents

If a Covered Person who is outside the province of residence notifies **WA** that his or her luggage or travel documents have been lost or stolen, **WA** will endeavour to assist the Covered Person by contacting the appropriate authorities and providing direction for replacement.

(4) Legal assistance and bail

In an emergency, **WA** will attempt to assist the Covered Person to secure and post bail bonds worldwide, from funds forwarded to **WA** by the Covered Person's family or representative. **WA** will also assist the Covered Person to locate legal counsel in the case of car accidents, traffic violations and other civil offenses.

Limitations

The provision of funds for posting bail bonds and the selection of and expenses associated with a particular attorney are the responsibility of the Covered Person.

**PART IV. TRIP INTERRUPTION BENEFITS
(Effective May 1, 1996)**

Trip Interruption Benefits provide a Covered Person with protection against financial loss after departure on a Trip due to cancellation, interruption or extension of travel arrangements as a result of Sickness, injury or death.

Effective Date of Coverage and Coverage Duration

Coverage begins at the actual time of departure by Common Carrier, or when the Covered Person departs from the province of residence on a trip for which the costs were all or partially pre-paid prior to departure and which are all or partially non-refundable.

Coverage ends at the actual time of departure by Common Carrier from the last point of departure prior to the final Trip destination, or when the Covered Person returns to the province of residence.

Eligible Charges

- (1) If, in the course of a Trip, a Physician asserts in writing that the Medical Emergency or death of a Covered Person or Travelling Companion caused the Covered Person to interrupt, discontinue or extend the Trip:
 - (a) London Life will reimburse the cost of the portion of the Trip which the Covered Person failed to complete, excluding return airfare, if that portion is not refundable by the travel agent, tour operator, Common Carrier, hotel or other similar organization; and
 - (b) WA will arrange and pay the extra cost for economy-class transportation, by the most direct route, to enable the Covered Person to rejoin the Trip or to return to the province of residence.

The Benefits described in (1)(a) and (b) above will also apply to one Related Travelling Companion, and any additional Related Travelling Companions who are Dependent Children younger than 18 years of age.

- (2) If, in the course of a Trip, an Immediate Family Member who is not accompanying the Covered Person or Travelling Companion dies or suffers a Sickness or injury which
 - (a) commences during the Trip, and
 - (b) leads to confinement in an active treatment hospital as an inpatient for at least 48 hours, and
 - (c) in the opinion of the attending Physician, has a high probability of resulting in death during the course of the Trip, and
 - (d) causes the Covered Person to discontinue the Trip,

the following Benefits will apply for the Covered Person, one Related Travelling Companion, and additional Related Travelling Companions who are Dependent Children younger than 18 years of age:

- (i) Reimbursement by London Life of the cost of the portion of the Trip which was not completed, excluding return airfare; and
- (ii) Payment by WA of the extra cost for economy-class transportation, by the most direct route, to return to the province of residence.

Limitations and Exclusions

Trip Interruption Benefits will not be payable for financial losses which result from:

- (1) Cancellation of any portion of the Trip prior to departure.
- (2) Intentionally self-inflicted injuries or attempted suicide by the Covered Person on the Trip, whether he or she is sane or insane.
- (3) Abuse of drugs or alcohol by the Covered Person on the Trip.
- (4) Participation in a criminal act by the Covered Person on the Trip.
- (5) War or any act of war, civil commotion, insurrection or hostilities of any kind.
- (6) Sickness or injury which occurs during the Trip but does not require the attendance and care of a Physician.
- (7) Expenses incurred by or for a Travelling Companion who is not a Covered Person.

B. ADDITIONAL LIMITATIONS AND EXCLUSIONS

- (1) The services described in this Coverage are restricted to countries serviced by WA and may be changed from time to time without notice.
- (2) London Life reserves the right to suspend, curtail or limit the services described in this Coverage in any area in the event of rebellion, riot, military uprising, war, labour disturbances and strikes, nuclear accidents, acts of God or due to the refusal of authorities to permit in whole or in part the services described.
- (3) The services described in this Coverage do not apply to anyone travelling for the purpose of obtaining Hospital or medical treatment.
- (4) The amount payable for any of the services described in this Coverage will be limited to the Reasonable and Customary Charge minus any amount which is, or would have been, payable under any government health insurance plan, group and individual health plan which primarily provides benefits or services for, or by reason of, medical care or treatment.

C. DISCLAIMER

London Life and Worldwide Assistance Services, Inc. assume no responsibility for any negligence or other acts or omissions by medical professionals and/or attorneys suggested and/or designated by WA.

DENTAL CARE COVERAGE

FOR YOU AND YOUR QUALIFIED DEPENDENTS

DEFINITIONS

Where used in this Coverage, the following words or phrases have the meanings set forth below:

- (1) "Dentist" means a duly licensed dentist practising within the scope of his or her profession and any other licensed, certified and/or registered dental auxiliary personnel.
- (2) "Eligible Charges" means the charges actually made to the Covered Person for services which are included for payment in the List of Dental Services described in the following pages, and which are reasonable, necessary and customary for good dental care and are performed or recommended by a Dentist; to the extent that the charges:
 - (a) do not exceed the amount specified in the Fee Guide shown in the Summary of Coverages;
 - (b) are not provided by any law or governmental program under which the individual is or could be covered; and
 - (c) exceed the amount payable under any other coverage of the Contract, any workers' compensation or any other source.

When two or more covered dental procedures are separately suitable for the dental care of a specific condition, and both are consistent with good dental care, the Contract will provide Benefits for the least expensive service.

When a charge is made for an unlisted service furnished for the dental care of a specific condition and the list contains one or more services which, under standard practices, are separately suitable for the dental care of that condition, the Contract will provide Benefits for the least expensive service.

Where a covered dental expense does not appear in the prevailing Fee Guide, the amount of the Eligible Charge for such procedure will be determined by London Life on a reasonable and customary basis.

- (3) "Orthodontic Procedure" means the movement of teeth by means of active appliances to correct the position of maloccluded or malpositioned teeth.
- (4) "Orthodontic Treatment Plan" means a Dentist's report, on a form satisfactory to London Life, which:
 - (a) describes the recommended treatment for Orthodontic Procedures;
 - (b) estimates the duration over which treatment will be completed;
 - (c) states the total charge for such treatment; and
 - (d) is accompanied by cephalometric X-rays, study models, photographs and such other supporting evidence as London Life may reasonably require.

- (5) "Reasonable and Customary Charge" means the usual charge made for the covered dental expense, in the absence of coverage, but not more than the prevailing charge in the area where the expense is incurred.

A. PAYMENT OF BENEFITS

After satisfaction of the Deductible, a Benefit will be paid if a Covered Person incurs Eligible Charges for the covered dental procedures described in the List of Dental Services while covered for this Coverage. Benefits will be equal to the Covered Percentage once the Deductible has been satisfied, up to the maximum shown in the Summary of Coverages. The Deductible and the Covered Percentage are shown in the Summary of Coverages.

Charge incurred

When a covered dental procedure requires multiple appointments to complete, the charge will be considered to have been incurred on the date the procedure was completed, subject to any Limitations or Exclusions in this Coverage.

Materials to be furnished

In order to determine the Eligible Charges, London Life may ask for pre-treatment X-rays and other diagnostic and evaluative materials. If they are not given, London Life will determine Eligible Charges on the basis of the information which is available. This may reduce, or eliminate, the Benefits which otherwise would have been payable.

Predetermination of benefits

London Life recommends that a treatment plan, in the form of a report prepared by the Dentist, be submitted prior to commencement of treatment when:

- (1) the course of treatment is expected to cost more than \$600; or
- (2) there are alternative methods of treatment.

London Life will review the treatment plan and advise the Covered Person of the amount payable under this Coverage, **before** the dental work begins.

LIST OF DENTAL SERVICES

BASIC SERVICES

EXAMINATIONS

Complete oral examination, once every three years.
Periodic oral examination, twice every 12 months.
Specific oral-area examination, twice yearly.
Emergency oral-area examination.

X-RAY EXAMINATIONS (RADIOGRAPHS)

Complete series, including panoramic survey, once every 24 months.
Bitewing films, twice every 12 months.
Extraoral films.
Periapical and intraoral films.
Interpretation of radiographs from another source.
Tomography.
Hand and wrist radiographs - as a diagnostic aid for dental treatment.
Cephalometric films.
Temporomandibular joint films.

TESTS AND LABORATORY EXAMINATIONS

Cultures/smears for determining pathologic agents.
Biopsies.
Pulp vitality test.
Diagnostic casts - unmounted.
Radiopaque dyes.

CASE PRESENTATIONS

Consultation with patient - when performed on a day other than the day of the examination.
Treatment planning.

PREVENTIVE SERVICES

Polishing and light scaling, twice every 12 months.
Fluoride treatment, twice every 12 months.
Oral hygiene instruction, twice every 12 months.
Pit and fissure sealants.
Caries/pain control.
Interproximal discing.
Space maintainers.

RESTORATIONS

Silver amalgams.
Silicate, acrylic or composite resins - for treatment of decay or accidental injury only. (If composites are used on posterior teeth, the Eligible Charge will be limited to the equivalent amalgam fee.)
Retentive pins.
Stainless-steel crowns and polycarbonate crowns - for primary teeth.

ENDODONTIC SERVICES

Pulp capping.
Pulpotomy.
Root canal therapy.
Periapical services.
Banding.
Hemisection.
Intentional removal, apical filling and reimplantation.
Emergency procedures.
Bleaching.

PERIODONTAL SERVICES

Nonsurgical services, excluding training in personal therapeutic periodontal care.
Surgical services.
Post-surgical visits - four visits per year.
Occlusal adjustments - for periodontal purposes only.
Occlusal equilibration - maximum of eight time units per lifetime.
Subgingival scaling and/or root planing - maximum of eight time units per year.
Special periodontal appliance for bruxism only.

DENTURE SERVICES

Repairs.
Relines.
Rebasing.
Tissue conditioning.

ORAL SURGERY

Extractions - uncomplicated and complicated.
Removal of residual roots.
Surgical exposure of teeth.
Alveoloplasty, gingivoplasty, stomatoplasty and osteoplasty.
Surgical excisions.
Surgical incisions.
Frenectomy.
Treatment of fractures.
Miscellaneous surgical services - excluding a surcharge for immediate insertion of dentures.

ADJUNCTIVE SERVICES

House and hospital visit.
Office visit after regularly scheduled hours and no operative services performed.
Injection of drugs.
Anaesthesia and sedation - only when performed in conjunction with oral surgery.

MAJOR SERVICES

SINGLE RESTORATIONS

Onlays, inlays, crowns

- only if the tooth cannot be restored with a Basic Restoration.
- transitional (temporary) crowns are considered part of the final restoration.
- limited to full metal crowns on molar teeth.

Porcelain repairs.
Retentive pins, post and cores.
Recementation.
Removal of crown or inlay.

PROSTHODONTICS- REMOVABLE

Complete standard dentures.
Immediate standard dentures.
Transitional standard dentures.
Partial dentures - including cast chrome (but not gold).
Denture adjustments - three months after insertion (once each year).
Remount and occlusal equilibration.
Denture additions.

PROSTHODONTICS- FIXED

Retainer inlays/onlays.
Abutment crowns and pontics - limited to full metal crowns and pontics for molars.
Repairs.
Retentive pins, post and cores, copings.
Removal of bridge.

ORTHODONTIC SERVICES

FOR YOUR DEPENDENT CHILDREN YOUNGER THAN AGE 18

The amount payable is the Covered Percentage of the Reasonable and Customary Charge for the covered orthodontic services, up to the Lifetime Maximum. The Covered Percentage and Lifetime Maximum are shown in the **Summary of Coverages**.

An Orthodontic Treatment Plan should be submitted prior to commencement of the Orthodontic Procedure. London Life will review the treatment plan and advise you of the estimated Benefits. The total Eligible Charges will then be paid in equal quarterly installments over a period of time equal to the estimated duration of the Orthodontic Treatment Plan.

The following are covered orthodontic services:

- (1) Diagnostic services (once only) and surgical services.
- (2) Interceptive orthodontics.
- (3) Comprehensive orthodontics.
- (4) Habit-inhibiting appliances.

Expenses incurred in connection with any of the following are not covered:

- (1) Myofunctional therapy.
- (2) Charges for replacement or repair of an orthodontic appliance.
- (3) Motivation of a patient.
- (4) A procedure for which an active orthodontic appliance was installed before the individual became covered under this Coverage.

B. LIMITATIONS AND EXCLUSIONS

Expenses incurred for any of the following are not covered:

- (1) Installation or replacement of fixed bridgework, removable, partial or complete dentures to replace teeth missing prior to the individual's becoming covered under this Coverage, **unless**:
 - (a) the partial or full removable denture or fixed bridgework also includes replacement of a natural tooth extracted while the individual was a Covered Person and the extracted tooth was not an abutment to a partial denture or fixed bridge installed within the immediately preceding five years; or
 - (b) the existing appliance is at least five years old and cannot be made serviceable; or
 - (c) the existing appliance is temporary and is replaced by a permanent bridge or denture within 12 months of the date of installation of the temporary appliance.
- (2) Modification or replacement of removable dentures, fixed bridgework, crowns, inlays and onlays within five years of installation.
- (3) Fixed bridgework to replace removable dentures unless a professionally adequate result can only be achieved with fixed bridgework and fixed bridgework is a covered dental procedure.
- (4) Replacement of lost or stolen appliances.

Any charges incurred for, or in connection with any of the following are not covered:

- (1) Expenses for which London Life is prohibited by law from providing.
- (2) Expenses for which the Covered Person is not required to make payment, or where payment is received as a result of legal action or settlement.
- (3) Expenses payable under workers' compensation or similar law.
- (4) An examination by, or the services of a Dentist if required solely for the use of a third party.
- (5) Duplication of a recent service by the same, or a different, Dentist.
- (6) Cosmetic services (including facings on molar crowns or molar pontics) unless necessitated as a result of accidental injuries sustained while a Covered Person.
- (7) Procedures, appliances and restorations used to increase vertical dimension or to restore the occlusion.
- (8) Splinting for periodontal reasons where cast crowns, inlays, or onlays are used for this purpose.
- (9) Services for the correction of temporomandibular joint dysfunctions (TMJD).
- (10) Implantology, specialized services (including precision attachments and stress breakers) and services which are experimental in nature.

- (11) Laboratory charges exceeding 60% of the fixed fee for the procedure in the Fee Guide shown in the Summary of Coverages.
- (12) Services received for injuries sustained while committing, or attempting to commit, a criminal offence but not when injuries are sustained as a result of driving a vehicle when the Covered Person's blood contained more than 80 milligrams of alcohol in 100 millilitres of blood (.08).

Late Entrants Limitation

If an individual enrolls for the Dental Care Coverage more than 31 days after first becoming eligible to do so, Benefits will be limited to \$100 per Covered Person during the first 12 months of coverage.

This limitation will be waived under the following circumstances:

- (1) when the covered dental expense is the result of accidental injuries sustained while a Covered Person;
- (2) for a covered Dependent Child younger than five years of age; or
- (3) for a dependent
 - (a) who was previously covered for employee coverage under another group plan;
 - (b) whose coverage terminated due to termination of employment; and
 - (c) who enrolls for this Coverage within 31 days of the prior coverage's termination.

C. PROOF OF CLAIM

Written proof of the loss on which claim may be based must be given to London Life within 90 days after the end of the Calendar Year in which the expense was incurred.

BASIC ACCIDENT INSURANCE

(Underwritten by UNUM Life Insurance Company of America)

THE PLAN

You are insured against the perils described in the Loss Schedule. Your protection is world-wide, 24 hours a day, on or off the **job**. Benefits are payable regardless of any other benefits that you may receive from any insurance company other than UNUM, or any other organization.

WHO IS ELIGIBLE

You are eligible if you are an active, hourly paid union employee of the Policyholder under age 65, and work a minimum of 24 hours per week.

PRINCIPAL SUM

Two times your annual earnings, rounded to the next higher \$1,000 (if not already a multiple thereof), to a maximum of \$100,000.

"Annual earnings" means the annual rate of wage or salary (excluding any bonuses, commissions and overtime earnings) you were receiving from the Policyholder immediately prior to the date of the accident.

WHEN IS THIS PLAN EFFECTIVE

You are insured from the first of the month following completion of your applicable waiting period. If there is no waiting period, your coverage is effective immediately.

LOSS SCHEDULE

If an accident causes a loss payable under this schedule within one year from the date of the accident, UNUM pays the sum set opposite such loss, and not more than the aggregate of the Principal Sum is paid for injuries resulting from the same accident.

For Loss of:	Percentage of Principal Sum
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Leg or One Arm	75%
Either Hand or Foot	66 2/3%
Sight of One Eye	66 2/3%
Speech or Hearing in Both Ears	66 2/3%
Thumb and Index Finger of the Same Hand	33 1/3%
Four Fingers of the Same Hand	33 1/3%
Hearing in One Ear	16 2/3%
All Toes of One Foot	16 2/3%

For Loss of Use of:	
Both Hands or Arms	100%
One Arm or One Leg	75%
One Hand or One Foot	66 2/3%

For Total and Irreversible Paralysis of:	
All four limbs (Quadriplegia)	200%
Both lower limbs (Paraplegia)	200%
One arm and one leg on the same side of the body (Hemiplegia)	200%

"Loss" means, with regard to:

- Hands and Feet: Actual severance through or above the wrist or ankle joint;
- Eyes: Entire and irrecoverable loss of sight;
- Leg or Arm: Actual severance through or above the knee or elbow joint;
- Thumb and Fingers: Actual severance through or above the metacarpophalangeal joints;
- Speech and Hearing: Entire and irrecoverable loss;
- Toes: Actual severance through or above the metatarsophalangeal joints;
- Loss of Use of: Must be total, irrecoverable and be continuous for 12 months after which the benefit is payable, provided the nerve damage is determined to be permanent.

Indemnity provided under this section for all losses you sustain as a result of any one accident does not exceed the following:

- (a) With the exception of Quadriplegia, Paraplegia and Hemiplegia, the Principal Sum.
- (b) With respect to Quadriplegia, Paraplegia and Hemiplegia, two times the Principal Sum.

EXPOSURE AND DISAPPEARANCE

If loss results from unavoidable exposure to the elements and indemnity is otherwise payable hereunder, such loss is payable under the terms of the policy.

If your body is not found within one year after the date of the disappearance, sinking or wrecking of the vehicle in which you are an occupant at the time of the accident and under such circumstances as would otherwise be covered hereunder, it is presumed that you suffered loss of life resulting from bodily injury caused by an accident at the time of such disappearance, sinking or wrecking.

WAIVER OF PREMIUM

If you become totally disabled from an accident or sickness and this condition continues for at least six consecutive months, and waiver of premium is approved under your applicable Group Life Insurance Plan, premiums under this plan are waived while total disability continues, until the earlier of your attainment of age 65, your eligibility terminates or the policy is terminated.

REPATRIATION

If you lose your life as a result of a covered accident occurring at least 100 kilometres from your principal residence, UNUM pays up to **\$10,000** for the preparation and transportation of your body back to your principal residence.

REHABILITATION

If you receive benefits for a loss described in the Loss Schedule and you require special training to allow you to work in an occupation that you would not have engaged in except for the injuries you sustained, UNUM pays for that training, considering the expenses are reasonable and necessary (other than travelling, clothing and ordinary living expenses), up to **\$10,000**, occurring within two years from the date of the accident.

FAMILY TRANSPORTATION

If, while on a trip, you sustain an injury which confines you as an in-patient in a "hospital", and while under the "regular care and attendance" of a legally qualified physician or surgeon, other than yourself, you require the personal attendance of a "family member" as recommended by your attending physician or surgeon, UNUM pays for the expense incurred by your family member for transportation to your bedside by the most direct route by a licensed common carrier, but not to exceed an amount of **\$2,500**.

"Hospital" means an institution licensed as a hospital, open at all times for the care and treatment of injured persons, with organized facilities for diagnosis, major surgery and with 24 hour nursing services. Hospital does not include a facility or part of a facility primarily used for the aged, the treatment of drug addiction or alcoholism, rehabilitative care, custodial or educational care, or a rest home, nursing home or convalescent hospital.

"Regular care and attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the confinement.

"Family member" means your spouse or common-law spouse, parents, grandparents, children over age 18, brother or sister.

HOME ALTERATION AND VEHICLE MODIFICATION

If you receive benefits for a loss described in the Loss Schedule and are subsequently required (due to the cause for which payment under the Loss Schedule is made) to use a wheelchair to be ambulatory, UNUM pays, upon presentation of proof of payment, the one-time cost of (a) alterations to your residence to make it wheelchair accessible and habitable and (b) modifications necessary to your motor vehicle to make the vehicle accessible or driveable for you.

Benefits herein are not paid unless: (a) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization providing support and assistance to wheelchair users and (b) vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the provincial vehicle licensing authorities.

The maximum payable under this benefit is \$5,000.

TO WHOM ARE BENEFITS PAID?

Your accidental death benefit is paid to the beneficiary designated under your applicable Group Life Insurance Plan, or to your estate if no such designation is made. Any other benefits are paid to you (those described in the Loss Schedule are paid as a percentage of the Principal Sum).

EXCLUSIONS

The insurance does not cover losses caused in any way from suicide or any suicide attempt; self-inflicted injuries; war, declared or undeclared; full-time active service in the armed forces of any country; travelling as a pilot or crew member of any aircraft or travel in the Policyholder's owned or leased aircraft.

CLAIM PROCEDURES

To make a claim under this plan, written notice of the accident must be given to UNUM's Group Accident/Association Department within 30 days of the date of the accident and written proof must be submitted within 90 days of the date of the accident. UNUM provides the necessary claim forms as well as instructions covering other requirements that may aid in a prompt handling of the claim.

If UNUM does not receive the required notice and proof of loss, the claim may not be considered after the 90 day period has expired, unless there is good reason for the delay. In no event is a claim considered after one year from the date of the accident if UNUM was not notified and the necessary forms not completed and submitted to UNUM.

DISCLAIMER

This booklet should be kept with your Employee Handbook. It is a summary of the principal features of the plan and is presented as a matter of general information only. The contents are not to be accepted or construed as a substitute for the provisions of the Master Policy **GSR 10279**, underwritten by UNUM Life Insurance Company of America.

Arranged by

THE ETHERINGTON GROUP

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UNUM CANADA.
We see farther.

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This Plan has been arranged by

THE ETHERINGTON GROUP

and is issued by

LONDON LIFE INSURANCE COMPANY

and

UNUM LIFE INSURANCE COMPANY OF AMERICA