

## **The Corporation of the County of Essex**

*(Essex-Windsor EMS Union Employees)*

*Group Policy No. 15452-12*

your **group**  
benefits

# **Your Group Insurance Booklet**

## **Keep in a safe place**

This booklet is a valuable source of information for you and your family. It provides the information you need about the group benefits available through your employer's group plan with Sun Life Assurance Company of Canada (Sun Life), a member of the Sun Life Financial group of companies. Please keep it in a safe place. We also recommend that you familiarize yourself with this information and refer to it when making a claim for group benefits.

## **Your Plan Administrator is there to help**

Your plan administrator can:

- help you enrol in the plan
- provide you with the forms you need to claim group benefits
- answer any questions you may have

## **Benefits and claims information at your fingertips**

For more information about your group benefits or claims, please call Sun Life's Customer Care Centre toll-free number at 1-800-361-6212.

## **We're on the Internet!**

Learn more by surfing Sun Life's website. There's information about group benefits, and about Sun Life's products and services... and a whole lot more! Check us out!

Our address is:

*[www.sunlife.ca](http://www.sunlife.ca)*

## **Accessing your records**

As required by legislation, for insured benefits, if you reside in Alberta or British Columbia, you may obtain copies of the following documents:

- your enrolment form or application for insurance.
- any written statements or other record, not otherwise part of the application, that you provided to Sun Life as evidence of insurability.

For insured benefits, on reasonable notice, you may also request a copy of the policy.

The first copy will be provided at no cost to you but a fee may be charged for subsequent copies.

All requests for copies of documents should be directed to one of the following sources:

- our website at *[www.mysunlife.ca](http://www.mysunlife.ca)*.
- our Customer Care centre by calling toll-free at 1-800-361-6212.

## Respecting your privacy

At Sun Life Financial, protecting your privacy is a priority. We maintain a confidential file in our offices containing personal information about you and your contract(s) with us. Our files are kept for the purpose of providing you with investment and insurance products or services that will help you meet your lifetime financial objectives. Access to your personal information is restricted to those employees, representatives and third party service providers who are responsible for the administration, processing and servicing of your contract(s) with us, our reinsurers or any other person whom you authorize. In some instances these persons may be located outside Canada, and your personal information may be subject to the laws of those foreign jurisdictions. You are entitled to consult the information contained in our file and, if applicable, to have it corrected by sending a written request to us.

### You have a choice

We will occasionally inform you of other financial products and services that we believe meet your changing needs. If you do not wish to receive these offers, let us know by calling 1-877-SUN-LIFE (1-877-786-5433).

To find out about our Privacy Policy, visit our website at [www.sunlife.ca](http://www.sunlife.ca), or to obtain information about our privacy practices, send a written request by e-mail to [privacyofficer@sunlife.com](mailto:privacyofficer@sunlife.com), or by mail to Privacy Officer, Sun Life Financial, 225 King St. West, Toronto ON M5V 3C5.

The statements in this booklet are only a summary of some of the provisions in the master policy. If you need further details on the provisions which apply to your group benefits you must refer to the master policy (available from your plan administrator).

## Summary of Insurance

**Policy Number 15452-12**

### Life Insurance

Class of Members	Benefit Formula	Minimum Benefit	Maximum Benefit
All Employees	2x earnings	\$10,000	\$200,000

**Benefit Reduction:** reduces by 50% on 65<sup>th</sup> birthday

**Termination of Insurance:** end of the month following your 70<sup>th</sup> birthday or retirement, if earlier

### Accidental Death and Dismemberment Insurance

Class of Members	Benefit Formula	Minimum Benefit	Maximum Benefit
All Employees	2x earnings	\$10,000	\$200,000

**Termination of Insurance:** end of the month following your 65<sup>th</sup> birthday or retirement, if earlier

### Dependant Life Insurance

**Spouse:** \$20,000

**Each Child:** \$10,000

**Termination of Insurance:** member's 70<sup>th</sup> birthday

### Long Term Disability Insurance

Class of Members	Benefit Formula	Maximum Monthly Benefit
All Employees	70% of monthly earnings	\$6,000

All references to income below and in the Long Term Disability Insurance Provision are to the gross amounts before any deductions.

**Basic Reductions :** CPP/QPP benefits (excluding benefits for dependent children), Quebec Parental Insurance Plan and Workers' Compensation, Workplace Safety and Insurance Act or similar legislation's benefits.

#### Disability Particulars:

- during the qualifying period and the 24 month period after it, unable to do own job,
- after the 24 month period, unable to do any job.

**Qualifying Period :** the later of 105 days or the period until the expiration of regular earnings or benefit payments under a salary continuance or short term disability income plan.

**Benefit Period :** to 65<sup>th</sup> birthday

**Termination of Insurance :** 65<sup>th</sup> birthday or retirement, if earlier

## General Information

### Eligibility

You are eligible, and continue to be eligible, to be a member while you meet all of the following conditions:

1. You are actively working for The Corporation of the County of Essex.
2. You regularly work for The Corporation of the County of Essex at least 15 hours each week for part-time employees and 30 hours each week for full-time employees.
3. You have been continuously employed by The Corporation of the County of Essex at least as long as the waiting period.
4. You are a resident of Canada.

Participation is compulsory.

### Waiting Period - 3 months

You are eligible, and continue to be eligible, for dependant insurance while you meet all of the following conditions:

1. You are a member.
2. You have at least one dependant.
3. Your dependants are residents of Canada.

### Definitions

#### Dependant

means your spouse or a dependent child of you or your spouse. If Sun Life does not approve evidence of insurability required for a dependant, he will not be an insured dependant.

#### Dependent child

means a natural, adopted or step-child who is not married or in any other formal union recognized by law, who is entirely dependent on you for maintenance and support and who is

1. under 21 years of age,
2. under 25 years of age and attending a college or university full-time, or
3. physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on you for maintenance and support and while eligible under 1) or 2) above.

#### He, his and him

refer to both genders.

#### Spouse

means your spouse by marriage or under any other formal union recognized by law, or a person of the opposite or same sex who is living with and has been living with you in a conjugal relationship.

### Enrolment

To enrol, you must submit a completed enrolment form. If you have a dependant, request dependant insurance when you enrol.

If there are fewer than 10 members when you enrol, you must submit evidence of insurability to Sun Life.

If you request dependant insurance more than 31 days after you become eligible, you are considered a late entrant and you must submit evidence of insurability for each dependant to Sun Life.

**If you have no dependant when you enrol and later acquire one, request dependant insurance, (eg. birth of first child, marriage).**

**If your new dependant is a common-law spouse, see your Plan Administrator to find out how to enrol for dependant insurance.**

**For late entrants, evidence of insurability submitted to Sun Life is at your expense.**

## **Effective Date**

Your insurance is effective on the date you become eligible.

Your dependant insurance is effective on the latest of

- the date that you become eligible for dependant insurance,
- the date that you request dependant insurance, or
- the date that Sun Life determines the insurability of all of your dependants and approves at least one dependant.

If you are absent from work on the date your insurance or your dependant insurance would be effective, then that insurance will not be effective until the date you return to active work.

## **Changes in Insurance**

An increase in your benefits, the amount of your insurance or the amount of your dependant insurance due to change in your group benefit plan's design or a change in your classification becomes effective on the date of the change, unless you are not actively working on that day due to disease or injury.

If Sun Life doesn't approve an increase in the amount of your insurance or the amount of your dependant insurance, any future increase in the maximum benefit amount will not be effective unless evidence of insurability is approved. An increase in the maximum benefit amount will be effective on the date Sun Life approves the evidence of insurability.

If, due to disease or injury, you are not actively working on the date an increase in your benefits, the amount of your insurance or the amount of your dependant insurance would be effective, the increase becomes effective on the date you return to active work. Sun Life may require evidence of insurability to establish the date that you are physically and mentally fit to return to active work. If so, the increase becomes effective on the date Sun Life establishes. If Sun Life doesn't approve the evidence of insurability required, the increase will not be effective.

## **Subrogation**

Subrogation is a legal practice giving Sun Life the right to be reimbursed for benefits paid to you if you have been compensated by another person who is responsible for your loss. The intent of subrogation is to limit your benefit payments to the amount you actually lost.

Let's assume a person is responsible for your disability, and is required to compensate you for any of the loss that results from your disability. If Sun Life is paying or has paid your loss of income benefits, you may be receiving more income than you earned before you became disabled. In that case, you would reimburse Sun Life for the loss of income benefits Sun Life has paid. If you receive an amount for future loss of income, that amount will reduce your future loss of income benefits from Sun Life.

Subrogation also applies to any medical and/or dental expenses you have been paid as a result of an injury caused by another person. Once you are compensated by the person who is responsible for your loss, you must reimburse Sun Life.

If subrogation applies to your claim, Sun Life will contact you to obtain the information required to proceed. You will be required to sign an undertaking to reimburse Sun Life for any amount recovered which exceeds 100% of income or expenses. Before agreeing to a settlement of your claim, Sun Life's approval must be obtained.

## **Termination of Insurance**

Your insurance could terminate for a number of reasons. For example,

- you are no longer eligible, (i.e. you are no longer actively working),
- you reach the Termination Age,
- the provision or the policy terminates.

## **Member Life Insurance Provision**

### **Benefit**

The amount of benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or if the beneficiary has predeceased you, payment will be made to your estate.

A minor cannot personally receive a death benefit under the plan until reaching the age of majority. If you reside outside Québec and are designating a minor as your beneficiary, you may wish to designate someone to receive the death benefits during the time your beneficiary is a minor. If you reside outside Québec and have not designated a trustee, current legislation may require Sun Life to pay the death benefit to the court or to a guardian or public trustee. If you reside in Québec, the death benefit will be paid to the parent(s)/legal guardian of the minor on the minor's behalf. Alternatively, you may wish to designate the estate as beneficiary and provide a trustee with directions in your will. You are encouraged to consult a legal advisor.

If you become totally disabled before age 65, your Life Insurance may be continued. Premiums for the continued insurance will be waived after you have been totally disabled from the same or related causes for six continuous months or, if you are also insured for group Long Term Disability Insurance with Sun Life, when you begin receiving group Long Term Disability payments.

### **Claims**

A death claim must be received by Sun Life within 6 years of the date of death. The claimant must submit proof of the claim and the right to receive the benefit to Sun Life.

If you become totally disabled and are also insured for group Long Term Disability Insurance with Sun Life, you must submit a disability claim along with your claim under the group Long Term Disability Insurance to Sun Life.

If you become totally disabled and are not insured for group Long Term Disability Insurance with Sun Life, you must submit a disability claim to Sun Life after you have been totally disabled continuously for 6 months but not beyond 12 months after the date you became totally disabled.

Except where or when applicable legislation permits the use of a different limitation period, every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the Insurance Act or the time set out in such other legislation as may apply to a claim, action or proceeding for insurance money.

Where or when applicable legislation permits the use of a different limitation period, no legal action or proceeding may be brought against Sun Life:

1. regarding any claims for which no payment has been made by Sun Life, more than one year after the end of the time period in which the initial submission of proof of claim is required by the terms of the policy, or
2. regarding claims for which some payment has been made by Sun Life, more than one year after the last payment made by Sun Life with respect to the claim, or
3. regarding claims for waiver of Member Life Insurance premiums which are initially approved, more than one year after the date you cease to be insured or your premiums cease to be waived.

### **At Termination**

If your Life Insurance ends for any reason other than your request, you may apply to convert the group Life Insurance to an individual Life policy with Sun Life without providing evidence of insurability.

The request must be made within 31 days of the reduction or end of the Life Insurance.

There are a number of rules and conditions in the group policy that apply to converting this insurance, including the maximum amount that can be converted. Please contact your employer for details.

## **Dependant Life Insurance Provision**

### **Benefit**

The amount of benefit will be paid to you upon the death of your insured dependant.

If you become totally disabled, your Dependant Life Insurance may be continued without payment of premiums as long as your Member Life Insurance premiums are waived.

### **Claims**

A claim must be received by Sun Life within 6 years of the date of death. You must submit proof of claim and the right to receive the benefit to Sun Life.

Except where or when applicable legislation permits the use of a different limitation period, every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the Insurance Act or the time set out in such other legislation as may apply to a claim, action or proceeding for insurance money.

Where or when applicable legislation permits the use of a different limitation period, no legal action or proceeding may be brought against Sun Life:

1. regarding any claims for which no payment has been made by Sun Life, more than one year after the end of the time period in which the initial submission of proof of claim is required by the terms of the policy, or
2. regarding claims for which some payment has been made by Sun Life, more than one year after the last payment made by Sun Life with respect to the claim, or
3. regarding claims for waiver of Dependant Life Insurance premiums which are initially approved, more than one year after the date your dependant ceases to be insured or your dependant's premiums cease to be waived.

### **At Termination**

If your Dependant Life Insurance for your spouse terminates due to the termination of your Member Life Insurance, your spouse may convert the amount of the dependant insurance terminated to an individual policy on his life.

Your spouse must apply and pay the premium to Sun Life within 31 days after termination of insurance.

Where necessary in order to comply with applicable legislation: If the dependant insurance for a child terminates due to the termination of your insurance, you may convert the amount of the dependant insurance terminated to an individual policy on the child's life without submitting evidence of insurability.

The conditions that apply to the Conversion Privilege for the member's insurance will apply to the Conversion Privilege for the dependant insurance.

If your Dependant Life Insurance terminates and the dependant dies within 31 days after termination of insurance, we will pay you the amount of insurance which could have been converted to an individual policy on the dependant life's through the Conversion Privilege of this provision, or the amount stipulated in any applicable legislation, if greater.



# Member Accidental Death and Dismemberment Insurance Provision

## Benefit

The amount of death benefit will be paid to your beneficiary upon your death. If no beneficiary has been appointed or, if the beneficiary has predeceased you, we will pay your estate. The amount of dismemberment benefit will be paid to you.

A minor cannot personally receive a death benefit under the plan until reaching the age of majority. If you reside outside Québec and are designating a minor as your beneficiary, you may wish to designate someone to receive the death benefits during the time your beneficiary is a minor. If you reside outside Québec and have not designated a trustee, current legislation may require Sun Life to pay the death benefit to the court or to a guardian or public trustee. If you reside in Québec, the death benefit will be paid to the parent(s)/legal guardian of the minor on the minor's behalf. Alternatively, you may wish to designate the estate as beneficiary and provide a trustee with directions in your will. You are encouraged to consult a legal advisor.

If a claim is submitted for Repatriation, we will pay your estate. If a claim is submitted for Occupational Training for Spouse, we will pay your spouse. If a claim is submitted for Education Benefit for Dependant Child, we will pay your dependent child.

Depending on the loss suffered by you, the amount of benefit is limited to the percentage shown in the Schedule of Losses.

## Schedule of Losses

Loss of Life	100%
Hemiplegia	200%
Paraplegia	200%
Quadriplegia	200%
Loss of Both Hands, Both Feet or Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Sight of One Eye	100%
Loss of One Foot and Sight of One Eye	100%
Loss of Speech and Hearing	100%
Loss of Use of Both Hands or Both Feet	100%
Loss of Use of One Hand and One Foot	100%
Loss of One Arm or One Leg	75%
Loss of Use of One Arm or One Leg	75%
Loss of One Hand, One Foot or Sight of One Eye	67%
Loss of Use of One Hand or One Foot	67%
Loss of Speech or Hearing	50%
Loss of Hearing in One Ear	50%
Loss of Thumb and Index Finger of One Hand	33%
Loss of Four Fingers of One Hand	33%
Loss of All Toes of One Foot	25%

If you suffer more than one of the losses listed above as a result of one accident, Sun Life will pay the amount of benefit for only one loss. That loss will be the highest of the losses suffered by you.

When proof is received by Sun Life that you have suffered any of the losses due directly to bodily injury caused solely by an accident, the amount of benefit will be paid, provided all of the following conditions are met:

- The accident must occur while you are insured under this provision.
- The loss must occur within 365 days of the date of the accident.

If you become totally disabled, your Accidental Death and Dismemberment Insurance may be continued without payment of premiums as long as your Member Life Insurance premiums are waived.

## Repatriation

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, for the preparation and transportation of your body from the place of the accident to your place of permanent residence.

The accidental death must occur at a distance of 150 kilometres or more from your place of permanent residence.

## **Rehabilitation**

If you suffer any of the losses, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to train you for active employment in an occupation for which you would not have engaged except for those injuries.

The expenses must be incurred within 2 years of the date of the accident.

No payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

## **Occupational Training for Spouse**

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to enrol your spouse in an accredited occupational training program to qualify him for active employment in an occupation for which he would not otherwise have sufficient qualifications.

The expenses must be incurred within 3 years of the date of the accident.

No payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

## **Education Benefit for Dependent Child**

If you suffer loss of life, we will pay the reasonable and customary tuition expenses to enrol your dependent child as a full-time student at a post-secondary institution provided

1. your dependent child is enrolled as a full-time student at a post-secondary institution at the time of the accident, or
2. your dependent child is a student at the secondary school level and, within 365 days of the date of the accident, he enrolls as a full-time student at a post-secondary institution.

The maximum amount of benefit payable for each year that your dependent child is enrolled as a full-time student at a post-secondary institution will be the lesser of:

1. 5% of your amount of benefit, or
2. \$5,000.

The amount of benefit will be paid each year, up to 4 consecutive years, after we receive proof that your dependent child is enrolled as a full-time student at a post-secondary institution.

No payment will be made for:

1. tuition expenses incurred before the date of the accident.
2. room or board or other ordinary living, travelling, or clothing expenses.

A post-secondary institution includes any accredited university, colleges d'enseignement general et professionnel, trade school, community college, or private college that provides an education above the secondary school level.

## **Claims**

A death claim must be received by Sun Life within 6 years of the date of death. A claim for a loss must be received by Sun Life within 3 months of the date of the loss. All other claims must be received by Sun Life within 3 months of the date that the expense is incurred. The claimant must submit proof of claim and the right to receive the benefit to Sun Life.

Except where or when applicable legislation permits the use of a different limitation period, every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the Insurance Act or the time set out in such other legislation as may apply to a claim, action or proceeding for insurance money.

Where or when applicable legislation permits the use of a different limitation period, no legal action or proceeding may be brought against Sun Life:

1. regarding any claims for which no payment has been made by Sun Life, more than one year after the end of the time period in which the initial submission of proof of claim is required by the terms of the policy, or
2. regarding claims for which some payment has been made by Sun Life, more than one year after the last payment made by Sun Life with respect to the claim, or

3. regarding claims for waiver of Member Accidental Death and Dismemberment Insurance premiums which are initially approved, more than one year after the date you cease to be insured or your premiums cease to be waived.

## **Exclusions**

No benefit is payable for a loss directly or indirectly due to

1. suicide, while sane or insane,
2. self-inflicted injuries, while sane or insane,
3. disease,
4. civil disorder or war, whether or not war was declared,
5. full-time service in the armed forces of any country,
6. injuries received while riding in, or on, or boarding or alighting from an aircraft if, when the injuries were received,
  - a. you were operating, learning to operate or serving as a member of a crew of any aircraft, or
  - b. the aircraft was being used for crop dusting, crop spraying, seeding, sky-writing, racing, testing, exploration or any other purpose except transportation.

# Long Term Disability Insurance Provision

## Benefit

The amount of monthly disability benefit will be paid to you when proof is received by Sun Life that you are absent from active work because you are totally disabled and that you have been totally disabled from the same or related causes for the qualifying period. Proof of continuing disability may be required as often as necessary.

Benefits are payable from the later of

- one month after the end of the qualifying period, or
- one month after the date you are no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan.

If you are receiving disability income or retirement income from other sources, the monthly disability benefit will be reduced so that the total amount of disability and retirement income receivable by you from all sources does not exceed 90% of your monthly rate of earned income in force on the date you became totally disabled.

If the benefit is not subject to income tax, the monthly rate of earned income, for the purposes of this section, is reduced by income tax deductions.

If you become totally disabled, your Long Term Disability Insurance may be continued without payment of premiums while you are eligible to receive Long Term Disability benefit payments.

## Claims

A claim must be received by Sun Life within 3 months after the end of the qualifying period. The qualifying period begins on the date you become totally disabled. Proof of continuing total disability may be required as often as necessary.

If you are receiving Workers' Compensation, Workplace Safety Insurance Act or similar legislation's benefits, you must submit a claim for the monthly disability benefit.

There is a time limit for appealing Sun Life's decision to decline or terminate a claim. An appeal must be made within 3 months of such a decision and must be accompanied by new objective medical evidence.

Except where or when applicable legislation permits the use of a different limitation period, every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the Insurance Act or the time set out in such other legislation as may apply to a claim, action or proceeding for insurance money.

Where or when applicable legislation permits the use of a different limitation period, no legal action or proceeding may be brought against Sun Life:

1. regarding any claims for which no payment has been made by Sun Life, more than one year after the end of the time period in which the initial submission of proof of claim is required by the terms of the policy, or
2. regarding claims for disability benefits that have been paid by Sun Life for some period of time, more than one year after the last date for which disability benefits have been paid.

## At Termination

If this Long Term Disability provision terminates while you are totally disabled, you will continue to be eligible for this benefit as if it were still in force.

## Exclusions and Limitations

No benefit is payable for a disability due to

- intentionally self-inflicted injuries,
- civil disorder or war, whether or not war was declared.

You are not considered totally disabled unless you are under the active and continuous care of a physician whom Sun Life considers to be appropriate to your total disability and you are following the treatment prescribed by the physician for that disability.

You are not considered totally disabled due to the use of drugs or alcohol unless you are being actively supervised by and receiving continuous treatment for that disability from a rehabilitation centre or an institution provincially designated for that treatment.