

your group benefits

City of Calgary IAFF 255

Contract Number 50767 Effective September 1, 2016

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General Information

Classes

This booklet describes the coverage for the following classes of employees:

- Class A Fire Suppression, Fire Staff and Fire Response Paramedics
- Class B Mechanical Maintenance

About this booklet

The information in this employee benefits booklet is important to you. It provides the information you need about your group disability and life benefits available through your employer's group contract with Sun Life Assurance Company of Canada (*Sun Life*), a member of the Sun Life Financial group of companies.

Your group benefits may be modified after the effective date of this booklet. You will receive written notification of changes to your long-term disability (LTD) and life insurance group plan by Sun Life and/or your Employer. The notification will supplement your group benefits booklet and should be kept in a safe place together with this booklet.

If you have any questions about the information in this employee benefits booklet, or you need additional information about your disability benefit (LTD) or life insurance group plan, please contact the City of Calgary's HR Support Services.

Eligibility

To be eligible for group benefits, you must be a resident of Canada and meet the following conditions:

- you are an active employee.
- you are actively working for your employer at least 20 hours a week

There is no waiting period for your group plan.

We consider you to be actively working if you are performing all the

usual and customary duties of your job with your employer for the scheduled number of hours for that day. This includes scheduled non-working days, statutory holidays and any period of continuous paid vacation of up to 3 months if you were actively working on the last scheduled working day. We do not consider you to be actively at work if you are receiving disability benefits or are participating in a partial disability or rehabilitation program.

Your Spouse becomes eligible for life insurance coverage on the date you become eligible or the date they first become your Spouse, whichever is later. You must apply for coverage for yourself in order for your Spouse to be eligible.

Who qualifies as your Spouse

Your Spouse must be a resident of Canada.

To be eligible, your Spouse must be legally married to you or be considered a Spouse under any other formal union recognized by law, or is your partner of the opposite sex or of the same sex who has been publicly represented as your Spouse for at least the last 12 consecutive months, or because of legal divorce settlement, legal annulment, or written separation agreement, retains legal entitlement to spousal status. You can only cover one Spouse at a time.

Enrolment

You have to enrol to receive coverage. To enrol, you must request coverage in writing by supplying the appropriate enrolment information to the City of Calgary's HR Support Services.

Proof of good health will be required when you request Optional Life coverage and any increase in that coverage. Coverage will not take effect before Sun Life approves the proof of good health.

When coverage begins

Your coverage begins on the date you become eligible for coverage.

If you are not actively working on the date coverage would normally begin, your coverage will not begin until you return to active work.

Spousal coverage begins on the date your coverage begins or the date you first have an eligible Spouse, whichever is later.

If you are not actively working on the date your Spouse's Optional Life coverage would normally begin, then that coverage will not begin until you return to active work with your employer.

If there are additional conditions for a particular benefit, these conditions will appear in the appropriate benefit section later in this booklet.

Changes affecting your coverage

From time to time, there may be circumstances that change your coverage.

For example, your employment status may change, or your employer may change the group contract. Any resulting change in the coverage will take effect on the date of the change in circumstances.

The following exceptions apply if the result of the change is an increase in coverage:

- if proof of good health is required, the change cannot take effect before Sun Life approves the proof of good health.
- if you are not actively working when the change occurs or when Sun Life approves proof of good health, the change cannot take effect before you return to active work.

Updating your records

To ensure that coverage is kept up-to-date, it is important that you report any of the following changes to the City of Calgary's HR Support Services:

- change of Spouse.
- change of name.
- change of beneficiary.

Accessing your records

For insured benefits, 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 contract.

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.
- our Customer Care centre by calling toll-free at 1-800-361-6212.

When coverage ends As an employee, your coverage will end on the earlier of the following dates:

- the date your employment ends or you retire.
- the date you are no longer actively working.
- the end of the period for which premiums have been paid to Sun Life for your coverage.
- the date the group contract ends.

A Spouse's coverage terminates on the earlier of the following dates:

- the date your coverage ends.
- the date the Spouse is no longer an eligible Spouse.
- the end of the period for which premiums have been paid for Spousal coverage.

The termination of coverage may vary from benefit to benefit. For information about the termination of a specific benefit, please refer to the appropriate section of this employee benefits booklet.

Replacement coverage

The group contract will be interpreted and administered according to all applicable legislation and the guidelines of the Canadian Life and Health Insurance Association concerning the continuation of insurance following contract termination and the replacement of group insurance.

Sun Life will not be responsible for paying benefits if an insurer under a previous group contract is responsible for paying similar benefits.

If such legislation or guidelines require that Sun Life resume paying certain benefits because of a recurrence of an employee's total disability, Sun Life will resume payment at the same amount and for the remainder of the maximum benefit period.

Making claims

Sun Life is dedicated to processing your claims promptly and efficiently. You should contact the City of Calgary's HR Support Services to get the proper form to make a claim.

There are time limits for making claims. These limits are discussed in the appropriate sections of this employee benefits booklet. If you fail to abide by these time limits, you may not be entitled to some or all benefit payments.

All claims must be made in writing on forms approved by Sun Life.

For the assessment of a claim, Sun Life may require medical records or reports, proof of payment, itemized bills, or other information Sun Life considers necessary. Proof of claim is at your expense.

Legal actions

Limitation period for Ontario:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Limitations Act*, 2002.

Limitation period for any other province:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* or other applicable legislation of your province or territory.

Medical examination

We can require you to have a medical examination if you make a claim for LTD benefits. We will pay for the cost of the examination. If you fail or refuse to have this examination, we will not pay any LTD benefit.

Recovering overpayments

We have the right to recover all overpayments of LTD by any available legal means.

Definitions

Here is a list of definitions of some terms that appear in this employee benefits booklet. Other definitions appear in the benefit sections.

Appropriate treatment

Appropriate treatment is defined as any treatment that is performed and prescribed by a doctor or, when Sun Life believes it is necessary, by a medical specialist. It must be the usual and reasonable treatment for the condition and must be provided as frequently as is usually required by the condition. It must not be limited solely to examinations or testing.

Basic earnings LTD benefit

Basic earnings are the indexed average pre-disability bi-weekly gross earnings you receive from your employer including statutory holiday pay, (excluding statutory holiday pay under Section 12.02 of the Collective Agreement), service pay and all adjustments you receive or are due during the 13 pay periods immediately preceding the pay period in which the disability began, divided by 13 and then multiplied by 26.1.

Basic earnings Life benefits

Basic earnings are the basic rate of pay for your normal employment classification, excluding any overtime, shift differential, service pay or incentive pay normally paid to you.

Doctor

A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.

Illness

An illness is a bodily injury, disease, mental infirmity or sickness. Any surgery needed to donate a body part to another person which causes disability is an illness.

Retirement date For Class A

If you are disabled, your retirement date is your 60^{th} birthday, unless you have actually retired before then.

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General Information

Retirement date For Class B If you are disabled, your retirement date is your 65th birthday, unless you have actually retired before then.

We, our and us

We, our and us mean Sun Life Assurance Company of Canada.

Long-Term Disability

General description of the coverage

LTD coverage provides a benefit to you if you are disabled. You qualify for this benefit if you provide proof of claim acceptable to Sun Life that:

- you became disabled while covered, and
- you have been following appropriate treatment for the disability since its onset.

For your LTD coverage,

- during the elimination period and the following 24 months (this
 period is known as the own occupation period), you will be
 considered disabled while you are continuously unable due to an
 illness to do the essential duties of your normal employment
 classification, and
- afterwards, you will be considered disabled if you are continuously unable due to an illness to do any occupation for which you are or may become reasonably qualified by education, training or experience, considered collectively or separately.

After the 24 month period, you will be considered disabled if a physical or mental impairment renders you unable to engage in gainful employment.

Gainful employment is:

- work that you are mentally and physically able to perform.
- work for which you are reasonably qualified by education, training or experience.
- work which provides income of at least 50% of your basic earnings.

 work which can be done in Alberta or in the province where you live.

Benefits are paid at the end of each month and are based on your coverage on the date you became disabled.

If you are disabled for part of any month, we will pay 1/30 of the monthly benefit for each day you are disabled.

When disability payments begin

Your LTD payments begin after you have been disabled for an uninterrupted period of 119 calendar days or after the last day benefits are payable under any STD, loss of income or other salary continuation plan, whichever is later.

This period, which must be completed before disability benefits become payable, is the **elimination period**.

If you become disabled during a lay-off or approved leave and your coverage continues during this time, you will be eligible for benefit payments following your recall or scheduled return to full-time work with your employer. You must have been disabled for an uninterrupted period of 119 calendar days and still be disabled on the date you are recalled or scheduled to return to full-time work with your employer.

What we will pay

Here is how we calculate your LTD payments. All references to income in this disability provision are to the gross amounts before any deductions.

Step 1: We take 67% of the first \$2,250 of your monthly basic earnings, add 55% of the next \$7,500 and then add 50% of the balance of your monthly basic earnings, if any, up to a maximum monthly benefit of \$15,000.

Step 2: We subtract any income provided to you:

 for the same or a subsequent disability under any government-sponsored plan, excluding dependent benefits, employment insurance benefits and automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.

- for the same or a subsequent disability under any Workers'
 Compensation Act or similar law, excluding automatic cost-of-living increases that occur after benefits begin.
- under the Québec Parental Insurance Plan.

The result from Step 2 is the amount you will normally receive.

If this amount plus the above sources of income and all the additional sources of income listed below exceeds 85% of your indexed average pre-disability bi-weekly gross earnings, we will reduce your LTD payment by the excess. If your benefit is non-taxable, the maximum will be 85% of your indexed average pre-disability basic earnings after income tax.

Additional sources of income provided to you:

- under any government-sponsored plan on behalf of a dependent for the same and a subsequent disability, excluding employment insurance benefits or automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.
- under a motor vehicle insurance plan which provides disability benefits to the extent that the law does not prohibit such a deduction.
- as a result of employment except on approved rehabilitation and/or a re-employment program or any disability benefits related to the same disability. Employment or self-employment income that was payable for each of the 12 months before the disability period began is excluded.
- under a group plan, including any coverage resulting from your membership in an association of any kind.

If you are eligible for any of the income amounts above and do not apply for them, we will still consider them part of your income. We can estimate those benefits and use those amounts when we calculate your payments.

If you receive any of the income amounts above in a lump sum, we will determine the equivalent compensation this represents on a monthly basis using generally accepted accounting principles.

We will not take into account any benefits that began before your disability began. However, increases in those benefits as a result of your disability will be taken into account.

We have the right to adjust your benefit payments when necessary.

Your LTD payment will be increased each January 1st based on the calculated increase in the Canadian Consumer Price index for the Alberta region over the 12 month period ending on the previous November 30th, up to a maximum of 4%.

Maternity / parental leave of absence

Maternity leave agreed to with your employer will begin on the date you and your employer have agreed will be the start of your leave or the date the child is born, whichever is earlier. The leave will end on the date you and your employer have agreed that you will return to active, full-time work or the actual date you return to active, full-time work, whichever is earlier.

Parental leave is the period of time that you and your employer have agreed on.

Sun Life will determine any portions of a maternity or parental leave which are voluntary and any portions which are health-related. The health-related portion of the leave is the period in which a woman can establish, through appropriate medical documentation, that she is unable to work for health reasons related to childbirth or recovery from childbirth.

LTD benefits will only be payable for health-related portions of the leave where necessary in order to comply with requirements such as employment standards, human rights and employment insurance, after you have been disabled for an uninterrupted period of 119 calendar days, provided your coverage has been continued.

However, if your employer has a Supplemental Unemployment Benefit (SUB) plan as defined in the Employment Insurance regulations covering the health-related portion of the maternity or parental leave, Sun Life will not pay any benefits under this plan during any period benefits are payable to you under your employer's SUB plan.

Partial disability program

You may be required to participate in a partial disability program approved by Sun Life in writing.

After you are eligible for LTD payments, you may be considered for a partial disability program in which you return to work with your employer for a reduced number of hours per week, to your own occupation, or any occupation for which you are reasonably qualified by education, training or experience.

During your partial disability program, you can receive a salary from your employer for the hours worked. However, your LTD payments will be reduced by the percentage of your normal work week that you are now working for your employer.

During your partial disability program your total income from all sources cannot exceed 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes if your benefit is non-taxable). If this is the case, your LTD payments will be further reduced by the excess.

Your participation in a partial disability program will be limited to the own occupation period.

Rehabilitation program

You may be required to participate in a rehabilitation program approved by Sun Life in writing.

It may include the involvement of our rehabilitation specialist, parttime work, working in another occupation or vocational training to help you become capable of full-time employment or self-employment. Vocational training may be extensive and prolonged lasting longer than 12 months.

Sun Life is under no obligation to approve or continue a rehabilitation program for an employee. We will consider such factors as financial

considerations and our opinion on the merits of rehabilitation.

During your rehabilitation program, you may receive your LTD payments plus income from other sources. However, if during any month your total income is more than 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes if your benefit is non-taxable); your LTD payments will be reduced by the excess.

You should consider participating in a rehabilitation program as soon as possible after becoming disabled. If you enter a rehabilitation program during the elimination period, it will not be considered an interruption of the elimination period.

Interrupted periods of disability during elimination period

Interrupted periods of disability due to the same or related causes occurring before the elimination period has been completed are treated as one period of disability and are accumulated to complete the elimination period as long as this benefit is in force and all of the following conditions are met:

- there is no interruption of more than 12 weeks.
- each period of disability is completed within 12 months after the start of the elimination period, or as approved by Sun Life in advance in cases where the elimination period is 365 days or more.

If the City of Calgary's Sickness and Accident benefits are being paid when the elimination period would otherwise be completed, the elimination period will be considered completed on the date the Sickness and Accident payments end or 1 year after the disability began, whichever is earlier.

The difference between your normal number of scheduled hours and the number of hours actually worked is credited towards the elimination period.

If the LTD benefit terminates, any balance of the elimination period must subsequently be completed by uninterrupted disability.

Interrupted periods of disability after payments begin

If you had a disability for which we paid LTD benefits and a disability occurs again due to the same or related causes, we will consider it a continuation of your previous disability if it occurs within 6 months of the end of your previous disability provided you have benefit coverage when the disability reoccurs.

These benefits will be based on your coverage as it existed on the original date of disability.

If you recover damages from another person

The City of Calgary, acting on behalf of Sun Life, has the right to part of any money you recover through legal action or settlement from another person, organization or company who caused your disability.

If you decide to take legal action, you must comply with the applicable terms of the group contract concerning legal action.

If you recover money, you must reimburse the amount of your overcompensation for lost income to the City of Calgary and Sun Life. Overcompensation is any amount received, for loss of income only, which is in excess of your actual loss of income for any given bi-weekly period. In calculating the amount of your compensation, compensation for lost income from all sources not personally contracted for by you plus interest will be considered, and the net legal fees and disbursements attributable to the income loss portion of the claim against the third party will be deducted. The amount to be reimbursed, less interest, will not exceed the amount of benefits paid by the City of Calgary or Sun Life.

If a lump sum payment is made under judgement or settlement of loss of future income or earning capacity, the City of Calgary and Sun Life will be entitled to make a determination of the amount of compensation this represents on a bi-weekly basis and to reduce its benefits for each bi-weekly period after the settlement or judgement by the amount of your overcompensation.

Awards or portions of an award you receive for pain and suffering or other damages that are not attributable to loss of income will not be considered overcompensation.

We have the right to withhold or discontinue disability income

payments if you refuse or fail to comply with any of these terms.

Your responsibilities During your disability, you must make reasonable efforts to:

- recover from your disability, including participating in any reasonable treatment or rehabilitation program and accepting any reasonable offer of modified duties from your employer.
- return to your own occupation during the first 24 months that benefits are payable.
- obtain training in order to qualify for another occupation if it becomes apparent that you will not be able to return to your own occupation within the first 24 months that benefits are payable.
- try to obtain work in another occupation after the first 24 months that benefits are payable.
- obtain benefits that may be available from other sources.
- reside at your normal place of residence in order to be available to participate actively in rehabilitation, alternate work opportunities or medical assessments.
- remain available, except on weekends, statutory holidays and scheduled non-working days, to be contacted in person on a daily basis unless other arrangements have been made with prior approval for any absence.

Absences may be permitted if you notify the City of Calgary and Sun Life and receive confirmation that no treatment plans or medical appointments are scheduled during this period and that no other rehabilitation activities or alternate work opportunities are anticipated. If the absence is longer than five days, it will be at the City of Calgary's and Sun Life's discretion as to whether you will be expected to use paid vacation rather than receive LTD benefits. Medically recommended absences must be accepted by the City of Calgary and Sun Life.

If you do not, Sun Life may hold back or discontinue benefits.

When payments end

Your LTD payments end on the earlier of the following dates:

- the date you are no longer disabled.
- the date in which a firefighter reaches age 60.
- the date in which a member classified as a "firefighter other" reaches age 65.
- the date you retire with a pension or are eligible to retire with a full pension or a full pension equivalent.
- the date you die.

When coverage ends LTD coverage will end on the day you reach age 60 for Class A or age 65 for Class B, less the elimination period of 119 calendar days or the day you retire, whichever is earlier.

Payments after coverage ends

If the LTD benefit terminates while you are disabled, you are entitled to continue receiving payments, as long as your disability is uninterrupted, as if the benefit were still in effect.

What is not covered

We will not pay benefits for any period:

- you are not receiving appropriate treatment.
- you are not participating in an approved partial disability or rehabilitation program, if required by Sun Life.
- you are on a leave of absence, strike or lay-off except as stated under Maternity / parental leave of absence or except where specifically agreed to by Sun Life.
- you are absent from Canada longer than 4 months due to any reason, unless Sun Life agrees in writing in advance to pay benefits during the period.
- you are serving a prison sentence or are confined in a similar institution.

We will not consider you disabled if your disability results from drug

or alcohol abuse. However, this limitation will not apply while you are participating in a Sun Life approved treatment program or you have an organic disease which would cause disability even if drug and alcohol abuse ended.

We will not pay benefits for disability resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- intentionally self-inflicted injuries or attempted suicide, while sane or insane.
- participation in a criminal offence.

When and how to make a claim

To make a claim, complete the Notice of Claim for Group LTD Benefits that is available from the City of Calgary's HR Support Services.

We must receive notice of claim on the earlier of the following dates:

- 60 days after the disability begins.
- within 30 days of the termination of this LTD benefit.

Part of the application process will include filling out claim forms that give us as many details about the claim as possible. You, the attending doctor and your employer will all have to complete claim forms.

In order to receive benefits, we must receive these forms no later than 90 days after the end of the elimination period.

We will assess the claim and send you a letter with a copy to your employer outlining our decision.

From time to time, Sun Life can require that you provide us with proof of your disability. If you do not provide this information within 90 days of this request, you will not be entitled to benefits.

Life Coverage

General description of the coverage

Your Life coverage provides a benefit for your beneficiary if you die while covered. Your Spouse's Life coverage provides a benefit if your Spouse dies while covered.

Basic Life coverage for you

Amount

Your Life benefit is your annual basic earnings rounded to the next higher \$1,000 times 2. The maximum amount for this coverage is \$600,000.

On the date you become eligible for coverage, you may elect an additional amount of 1 times your annual basic earnings, rounded to the next higher \$1,000. The maximum amount for this coverage is \$600,000.

Coverage ends

Your coverage will end when you retire or reach age 70, whichever is earlier. Coverage may also end on an earlier date, as specified in *General Information*.

There is no coverage during a period of suspension which is longer than 31 days.

Optional Life coverage for you

Amount

You can choose coverage in units of \$10,000. The maximum amount of coverage is \$600,000 or 4 times your annual basic earnings, whichever is less.

Coverage ends

Your coverage will end when you retire or reach age 70, whichever is earlier. Coverage may also end on an earlier date, as specified in *General Information*.

There is no coverage during a period of suspension which is longer than 31 days.

Optional Life for your Spouse

Amount

You can choose Optional Life coverage for your Spouse in units of \$10,000 up to a maximum of \$200,000.

Coverage ends

Optional Life coverage for your Spouse will end when you retire or reach age 70, or when your Spouse reaches age 70, whichever is earlier. Coverage may also end on an earlier date, as specified in *General Information*.

Who we will pay

If you die while covered, Sun Life will pay the full amount of your benefit to your last named beneficiary on file with Sun Life.

If you have not named a beneficiary, the benefit amount will be paid to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing so or you indicate that the beneficiary is not to be changed.

For your Spouse's Optional Life coverage, Sun Life will pay the full amount of the benefit 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.

Suicide

If you or your Spouse have any Optional Life coverage that has been in effect for less than 2 years, we will not pay benefits if death is by suicide, while sane or insane. However, we will refund all applicable Life coverage premiums that have been paid.

Converting Life coverage

If your Life coverage ends or reduces for any reason other than your request, you may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

If your Spouse's Optional Life coverage ends for any reason other than your request, your Spouse may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

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

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted. Please contact the City of Calgary's HR Support Services for details.

When and how to make a claim

Claims for Life benefits must be made as soon as reasonably possible. Claim forms are available from the City of Calgary's HR Support Services.

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, or to obtain information about our privacy practices, send a written request by e-mail to privacyofficer@sunlife.com, or by mail to Privacy Officer, Sun Life Financial, 225 King St. West, Toronto, ON M5V 3C5.