



## **Your Group Insurance Benefits**

### **CN, CP, VIA RAIL OR OTHER RAIL ENTERPRISES UNIONS**

#### **Employees**

Policy: 13751

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## ANNEX

Summary of Benefits

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## 1. PARTICULARS

For the purposes of this booklet,  
the masculine pronoun and adjective include the feminine,  
unless a different meaning is plainly to be taken from the context.  
All words have their usual meaning, unless a special meaning is indicated.

### 1.1. Definitions

#### 1.1.1. *Accidental Injury*

Any bodily lesion, sustained while your insurance is in force, directly and solely due to an external, sudden, violent and unintentional cause, independent of any illness and requiring within ninety days of the event the care of a physician or an appropriate specialist.

#### 1.1.2. *Actively at Work*

The status of a participant who is physically and mentally capable of doing each and every personal job-related work function and who is actually working full-time and in a permanent manner on the basis of a minimum twenty hour workweek at the employer's place of business or at any other place designated for the performance of a specific job-related task or who is on the furlough list.

#### 1.1.3. *Administrator*

C.A.T.A.Q. Assurances Inc.

#### 1.1.4. *Dependents*

Your spouse or your children or your spouse's children, whether taken individually or collectively. If dependents are insured under this policy, the words spouse and child have the following meanings.

##### 1. Spouse

- a) Your legal spouse.
- b) A person whom you publicly acknowledge as your spouse, with whom you have been living in a permanent manner for over one year.

The person you have designated in writing to the administrator as your spouse is recognized as your dependent, until such time as you advise otherwise.

Any dissolution of a marriage through divorce or annulment or, in the case of common-law marriage, actual separation for over three months, results in the loss of status as spouse.

##### 2. Child

Your or your spouse's single, legitimate, natural, adopted or foster child who depends on you for livelihood and who meets at least one of the following conditions:

- a) He is under twenty-two years of age.
- b) He is under twenty-five years of age and attending an educational institution on a full-time basis.
- c) He became totally and permanently disabled while still considered to be a dependent under a) or b) above.

**1.1.5. Employee**

A person actively working in a permanent manner for the employer and receiving regular income for services rendered or who is on the furlough list.

**1.1.6. Illness, Disease, Sickness**

Any pathological condition resulting from a deviation of health requiring both regular and continuous medical care actually given by a physician or an appropriate specialist and an appropriate therapy, considered satisfactory by the insurer.

**1.1.7. Income**

The average of your income shown on your three most recent T-4 (or last year)

**1.1.8. Local Administrator**

The person who is responsible for the group benefit plan in his or her local, division, lodge or else.

**1.1.9. Net Income**

Your annual income immediately prior the beginning of your disability, less your annual contribution to the Canada/Québec Pension Plans, your annual contribution to Human Resources and Social Development Canada and the income tax deducted according to the tax tables established under the Canadian Income Tax Act and by any similar legislation of your province of residence.

**1.1.10. Normal Retirement Date**

The normal retirement date is the last day of the month of your sixty-fifth birthday.

However, you may retire early on the date you reach age fifty-five, provided the sum of your age and the number of years of service total eighty-five or more.

**1.1.11. Physician**

A person duly authorized by a provincial law to practice medicine and who is a member in good standing of a professional medical body.

**1.1.12. Specialist**

A physician practicing a specialty of medicine for which he is certified by the Royal College of Physicians and Surgeons of Canada or by the Corporation professionnelle des médecins du Québec, or both.



## 1.2. Eligibility

You must complete an application card supplied by your local administrator, for yourself and your dependents, if any.

You become eligible for insurance on the date that you have satisfied the eligibility period specified in the Summary of Benefits.

Your dependents become eligible for insurance at the later of the following dates:

1. The day on which you become eligible.
2. The day on which the evidence of insurability is accepted by the insurer.

If your application is received by the administrator more than thirty-one days after your eligibility date, you must provide evidence of your insurability to the insurer, at no expense to the insurer.

## 1.3. Effective Date of Insurance

Your insurance and your dependents' insurance, if any, become effective on one of the following dates:

1. Your eligibility date, if your application card is received by the administrator on or prior to that date.
2. Your eligibility date, if your application card is received by the administrator within thirty-one days after such date.
3. The date on which the insurer accepts your required evidence of insurability, in all other cases. Such evidence must be provided at no expense to the insurer.

If you were not actively at work on the date your insurance would have otherwise become effective, the insurance takes effect on the date you return to active work.

## 1.4. Change in Coverage

Your local administrator must immediately notify the administrator in writing, of any event likely to change your insurance coverage, on forms provided for that purpose. Such change takes effect on the actual date of the event.

However, in the case of change in income, your insurance will not be adjusted until May 1 or November 1 coinciding with or following the date of the change, on which you are actively at work and the appropriate contribution is being made. However, if you are not actively at work on May 1 or November 1 coinciding with or following the date of the change, your insurance will be adjusted on the next following day on which you are actively at work.

As a result of a plan change, your insurance 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.

### 1.5. Choice of Plans

You can choose an amount of Weekly Indemnity Benefit or Long Term Disability Income Benefit lower than the one you are entitled to with respect to your income but if, after having first chosen a lower amount, you decide to benefit from the amount to which you are entitled, you must provide evidence or insurability to the insurer. The new amount will become effective on the date the insurer approves the evidence. Evidence of insurability may be required to be submitted at your expense.

You will not have to provide evidence of insurability if, as a result of a salary increase, you decide to benefit from the new amount to which you are entitled with respect to your income.

### 1.6. Temporary Work Stoppage

In the case of temporary termination of active employment due to a lay-off, leave without pay, disciplinary suspension, dismissal under cardinal and G rules, strike or lock-out, the insurance is kept in force for a maximum period of twenty-four months, provided premiums continue to be paid. However, if you become disabled during one of the periods mentioned in this paragraph, the disability will be considered to have begun on the day you are scheduled to return to work.

### 1.7. Termination of Insurance

Your insurance or your dependents' insurance terminates at the earliest of the following dates:

1. On the date you cease to qualify as an eligible employee.
2. On the date the benefit or contract is terminated.
3. On the last day of the period for which the contribution has been paid by you.

The termination date for each benefit and the reduction formula for the insurance amounts are specified in the Summary of Benefits.

### 1.8. Claims

If you submit a claim you must provide satisfactory proof within the time limit specified hereafter. Claims must be submitted either through accepted electronic network or on the appropriate forms, which must be completed in full, dated and signed. Claims must be submitted to Standard Life's Head Office or to a designated regional office at no expense to Standard Life. Claim forms and information necessary to submit a claim are available from your Plan Administrator or from our VIP Room Web site at [www.standardlife.ca](http://www.standardlife.ca).

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 under the Insurance Act.

In this section, the word « contract » refers to the policy and « Insurance Act » refers to the Insurance Act of British Columbia or the Insurance Act of Alberta depending on law applicable to such action or proceeding.

**1.8.1. Disability**

In the case of disability, the insured person must provide evidence of disability considered satisfactory by Standard Life within 90 days following the date on which he first became entitled to such benefit and thereafter, as often as Standard Life may reasonably require.

**1.8.2. Life Insurance and Accidental Death**

A life insurance or accidental death claim must be submitted within the time limit prescribed by law. Standard Life reserves the right to require an autopsy, unless prohibited by law.

**1.8.3. Accidental Dismemberment**

A claim for a loss specified under the accidental dismemberment benefit must be received by Standard Life within 90 days from the date of loss.

Upon termination of the group insurance contract or a benefit, for any disability that began prior to the termination date, Standard Life must receive a claim for a disability benefit, within a period of 180 days following the commencement of the disability, or within the time period specified in the contract if longer.

**1.9. Beneficiary**

You or your spouse may designate one or several beneficiaries. You must, however, advise the administrator in writing of any beneficiary designation or change of beneficiary, on forms supplied for that purpose by your administrator.

If you have not designated a beneficiary, or if your beneficiary should predecease you, the benefit will be paid to your estate.

**1.10. Documents**

You have the right to receive copies of documents you have completed, as well as a copy of the contract for your plan. Please contact Standard Life for any applicable fees.



## 2. PARTICIPANT'S LIFE INSURANCE

### 2.1. Sum Insured

Upon death, the life insurance amount shown in the Summary of Benefits will be paid to your beneficiary.

### 2.2. Conversion Privilege

If your life insurance coverage under this benefit is cancelled, on or prior to your 65<sup>th</sup> birthday, you may convert all or part of your insurance coverage, into an individual life insurance contract, within 31 days of such cancellation without having to provide evidence of insurability. Such a contract may be a convertible one year term insurance contract, term insurance coverage to age 65 or any individual contract which Standard Life has designated under the conversion privilege at the time the application for conversion is submitted.

The amount of insurance converted will be limited by the following:

1. If coverage is cancelled because this benefit or group contract is cancelled, the amount of the individual life insurance contract may not exceed the amount of insurance that is terminated less any amount of insurance for which you would be eligible under any other group policy within 31 days after your insurance terminates.
2. If coverage is cancelled because of termination of employment or upon retirement, the amount of the individual life insurance contract may not exceed the amount of insurance that is terminated.
3. If you do not apply for the entire amount of insurance available under the conversion privilege, the individual life insurance amount cannot be less than the minimum amount which Standard Life issues for the plan selected.
4. In all cases the amount of the individual life insurance contract cannot exceed \$400,000 for a Québec resident or \$200,000 for a resident of any other Canadian province or territory.

The individual life insurance contract becomes effective at the end of the 31 day conversion period. The premium for the individual contract is that which is then required by the insurer for the type of contract selected, taking into account the amount of insurance and the age and sex of the insured person.

### 2.3. Extension of Life Insurance Without Premium Payment

If you are less than 65 years old or you attain age 65 on the date of your termination of employment, your retirement, the termination of the benefit or of the group contract, your life insurance is extended, without premium payment for 31 days following such date.

For a Québec resident, the amount of extended life insurance is the sum insured under the group plan. For a resident of any other Canadian province or territory, the amount of extended life insurance cannot exceed the amount of life insurance that is convertible under the conversion privilege.

## 2.4. Living Benefits

### 2.4.1. Definitions

Where used in this benefit, the following phrases have the following meanings:

1. "Living Benefits" means the amount of Life Insurance 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 Insurance (shown in the Summary of Benefits) in effect on the date the insurer receives proof that you are Terminally Sick.
2. "Terminally Sick" means your life expectancy is twelve months or less.

### 2.4.2. Option

If you become Terminally Sick while insured under this benefit, you may elect to have the Living Benefits option. Such election is subject to the provisions set forth below.

### 2.4.3. Payment of Living Benefits

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

### 2.4.4. To Whom Payable

The benefit under this option is payable to you.

### 2.4.5. Amount Payable on Your Death

The insurer will pay to your beneficiary, in one sum, the amount of the Life Insurance 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 the insurer when applying for Living Benefits.

### 2.4.6. 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 the insurer.
2. You must furnish satisfactory proof to the insurer that your life expectancy is twelve months or less, including certification by a physician.
3. Living Benefits will be made available to you on a voluntary basis only. Therefore:
  - 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.

- 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.
- 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.

#### **2.4.7. *Effect on Coverage***

When you elect this option, the total amount of Life Insurance payable on your death 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.





### 3. PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

#### 3.1. Sum Insured

Should you suffer an accidental loss of a type described in the schedule below, provided such loss results directly from accidental injury, occurs within three hundred and sixty-five days of the accident or has been continuous for at least twelve months from the date of the accident, you are eligible for the sum insured, as shown in the Summary of Benefits, subject to the terms and conditions hereinafter specified.

#### 3.2. Schedule of Benefits

Accidental loss of	Sum insured
• Life	100 %
• Both hands or both feet	100 %
• Both arms or both legs	100 %
• Entire sight of both eyes	100 %
• One hand and one foot	100 %
• One hand and entire sight of one eye	100 %
• One foot and entire sight of one eye	100 %
• Hearing in both ears and speech	100 %
• One arm or one leg	75 %
• One hand or one foot	50 %
• Sight of one eye	50 %
• Speech	50 %
• Hearing in both ears	50 %
• Thumb and index finger of one hand	25 %
• Four fingers of one hand	25 %

Loss of use of	Sum insured
• Both legs by reason of paraplegia	100 %
• Both arms and both legs by reason of quadriplegia	100 %
• Both hands or both feet	100 %
• Both arms or both feet	100 %
• One hand and one foot	100 %
• One arm or one leg	75 %
• One hand or one foot	50 %
• Thumb and index finger of one hand	25 %
• Four fingers of one hand	25 %

The loss of one hand, one foot, one arm or one leg shall mean the complete severance at or above the wrist, the ankle, the elbow or the knee joint. The loss of sight with respect to an eye shall mean total and irrecoverable loss of sight of that eye. The loss of a finger or a thumb shall mean the complete severance at or above the metacarpophalangeal joint. The loss of hearing shall mean total and permanent bilateral loss of use of hearing. The loss of speech shall mean irrecoverable loss of the ability to utter intelligible sounds either naturally or with prosthetic devices that come in contact with are implanted in the neck, throat or larynx.

The loss of use of one arm, one leg, one hand, one foot, one finger or one thumb shall mean total and permanent loss of use. The loss of use for arms or legs due to paraplegia or quadriplegia shall mean total and permanent loss of use as a result of damage to the spinal cord.

Should you suffer more than one loss as a result of the same accident, the benefit may not exceed the sum insured.

### 3.3. Exclusions

1. No benefit shall be payable for any loss resulting from suicide, attempted suicide or self-inflicted injury, while sane or insane.
2. No benefit shall be payable for any loss resulting directly or indirectly from one of the following causes:
  - a) Committing, attempting to commit, or provoking an assault or criminal offence.
  - b) Civil unrest, insurrection or war, whether war be declared or not, or participation in a riot.
  - c) Service in the armed forces or reserves of any country.
  - d) Flight or attempted flight on board a plane or other aircraft if you are part of the crew or perform any function relating to the flight, or participate in the flight as a parachutist.
  - e) Injuries that you sustained as the result of driving a vehicle, if at the time you sustained the injuries, you had alcohol in your blood in excess of eighty milligrams of alcohol per hundred milliliters of blood.

## 4. PARTICIPANT'S OPTIONAL LIFE INSURANCE

### 4.1. Sum Insured

Upon death, the optional life insurance amount shown in the Summary of Benefits according to your class and the option chosen will be paid to your beneficiary.

### 4.2. Conversion Privilege

If your life insurance coverage under this benefit is cancelled, on or prior to your 65<sup>th</sup> birthday, you may convert all or part of your insurance coverage, into an individual life insurance contract, within 31 days of such cancellation without having to provide evidence of insurability. Such a contract may be a convertible one year term insurance contract, term insurance coverage to age 65 or any individual contract which Standard Life has designated under the conversion privilege at the time the application for conversion is submitted.

The amount of insurance converted will be limited by the following:

1. If coverage is cancelled because this benefit or group contract is cancelled, the amount of the individual life insurance contract may not exceed the amount of insurance that is terminated less any amount of insurance for which you would be eligible under any other group policy within 31 days after your insurance terminates.
2. If coverage is cancelled because of termination of employment or upon retirement, the amount of the individual life insurance contract may not exceed the amount of insurance that is terminated.
3. If you do not apply for the entire amount of insurance available under the conversion privilege, the individual life insurance amount cannot be less than the minimum amount which Standard Life issues for the plan selected.
4. In all cases the amount of the individual life insurance contract cannot exceed \$400,000 for a Québec resident or \$200,000 for a resident of any other Canadian province or territory.

The individual life insurance contract becomes effective at the end of the 31 day conversion period. The premium for the individual contract is that which is then required by the insurer for the type of contract selected, taking into account the amount of insurance and the age and sex of the insured person.

### 4.3. Extension of Life Insurance Without Premium Payment

If you are less than 65 years old or you attain age 65 on the date of your termination of employment, your retirement, the termination of the benefit or of the group contract, your life insurance is extended, without premium payment for 31 days following such date.

For a Québec resident, the amount of extended life insurance is the sum insured under the group plan. For a resident of any other Canadian province or territory, the amount of extended life insurance cannot exceed the amount of life insurance that is convertible under the conversion privilege.

#### **4.4. Non-smoker Status**

To be considered as a non-smoker, you must provide the insurer with a statement indicating that you have not smoked cigarettes or cigarillos during the twelve months preceding the date of signature of your enrollment card or your request for acknowledgment as a non-smoker. The insurer may require such proof whenever there is an increase in coverage or a change in classification.

If it is proved that you have made a misrepresentation, the present benefit shall be void and Standard Life will have no liability under this benefit.

#### **4.5. Exclusion**

If you commit suicide, while sane or insane, less than twenty-four months after the beginning of your coverage under this benefit, the insurer will only refund the premiums you have paid and such refund will constitute a full discharge of the insurer's liability under this benefit.

## 5. WEEKLY INDEMNITY BENEFIT

### 5.1. Insuring Agreement

This benefit will provide you with a weekly income, should you become totally disabled due to illness or accidental injury.

### 5.2. Definition of Disability

A state of incapacity, resulting from illness or accidental injury, which wholly prevents you from performing all the functions of your regular employment, without regard to the availability of such occupation, provided that you do not receive any remuneration arising either directly or indirectly from any employment.

For disability to be acknowledged, your condition must require both regular and continuous medical care actually given by a physician and appropriate therapy, considered satisfactory by the insurer.

### 5.3. Amount and Reduction of Weekly Indemnity Income

#### 5.3.1. *Amount of Weekly Indemnity Income*

The amount of weekly indemnity payable under this benefit is determined according to a formula set forth in the Summary of Benefits and may not exceed the maximum amount therein specified.

#### 5.3.2. *Reduction of Weekly Indemnity Income*

Weekly benefits will be reduced by any salary replacement or retirement benefit which is payable or which would have been payable had you made satisfactory application under a provincial auto insurance law, under the Canada/Québec Pension Plans, excluding benefits payable on behalf of dependent children, or under any Workmen's/Workers' Compensation Act or similar law.

However, future increase or cost of living adjustments made to amounts received from any of the above-mentioned sources will not bring about further reductions.

### 5.4. Beginning and Termination of Payment

#### 5.4.1. *Beginning of Income*

Payment of weekly indemnity begins following expiry of the elimination period specified in the Summary of Benefits.

If a disability occurs during the course of a maternity, paternity, adoption or parental leave, the elimination period commences on the date of the onset of disability. Payment of weekly indemnity commences at the later of:

1. The expiry of the elimination period.
2. Your scheduled date of return to work.

The benefit is payable provided the benefit has been kept in force for the entire duration of the leave.

#### **5.4.2. Termination of Payments**

Weekly indemnity payments cease at the earliest of the following dates:

1. The date on which the maximum benefit period specified in the Summary of Benefits expires. However, if you reach the age of seventy during the course of such a period, the maximum benefit period for such disability may not exceed that which is specified in the Summary of Benefits.
2. The date on which you cease to be disabled.
3. The date on which you reach the normal retirement age under your employer's pension plan.
4. The date of your death.
5. The date on which you fail to submit to an examination by the physician designated by the insurer.
6. The date on which you fail to provide any evidence of disability required by the insurer.

### **5.5. Restrictions and Exclusions**

#### **5.5.1. Successive Periods of Disability**

If you have returned to active work and you again become disabled within two consecutive weeks of the first disability and if such disability results from the same cause as the previous disability or from related causes, there is considered to be a continuation of the previous disability, provided you are not entitled to a long term disability income benefit.

However, if you have returned to active work and again become disabled due to an illness or accidental injury totally unrelated to the previous cause of disability, there is considered to be a new disability and a new elimination period will apply.

#### **5.5.2. Pregnancy**

Weekly indemnity benefits are paid to you in the event of illness relating to pregnancy. However, the insurer pays no indemnity for any illness or accidental injury:

1. During a maternity or parental leave taken in accordance with provincial or federal legislation or during any maternity or parental leave taken in agreement with your employer.
2. In the course of any period during which you receive maternity or parental benefits from the Employment Insurance Program.
3. During any extension of maternity or parental leave beyond the periods specified above, if you were entitled to and requested such extension.

Maternity leave is deemed to commence on the earlier of the date you elected or the date of delivery. The elected date may also be one required by your employer, where such action is permitted by provincial or federal legislation, if your performance is affected during your pregnancy.

### **5.5.3. Exclusions**

This benefit does not cover any disability resulting from one of the following causes:

1. Injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot.
2. Self-inflicted injury, while sane or insane.
3. Termination of full-time employment to receive care which is not medically required or which is given for cosmetic purposes, unless such surgery or treatment is for accidental injury.
4. 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 eighty milligrams of alcohol in one hundred milliliters of blood.
5. Alcoholism or drug addiction unless you are undergoing an active treatment program approved in writing by the insurer.





## 6. LONG TERM DISABILITY INCOME BENEFIT

### 6.1. Insuring Agreement

This benefit will provide you with a monthly income, should you become totally disabled due to illness or accidental injury.

### 6.2. Amount of Income

Following the elimination period you will receive the amount of monthly income shown in the Summary of Benefits, if this benefit is in force at the time you become totally disabled and provided that your disability lasts.

If a disability occurs during the course of a maternity, paternity, adoption or parental leave, the elimination period commences on the date of the onset of disability. Payment of monthly income commences at the later of:

1. The expiry of the elimination period.
2. Your scheduled date of return to work.

The benefit is payable provided the benefit has been kept in force for the entire duration of the leave.

### 6.3. Definition of Disability

A state of complete and continuous incapacity, resulting from illness or accidental injury, which wholly prevents you from performing:

1. Each and every function of your regular employment during the first twenty-four months of disability (including the elimination period), without regard to the availability of such occupation, and
2. Afterwards, any remunerated function or work for which you may become reasonably fitted by training, education or experience.

Disability will only be recognized under 1. above if you are not receiving remuneration arising either directly or indirectly from any employment, except under a rehabilitation program approved by the insurer.

For disability to be acknowledged, your condition must require both regular and continuous medical care actually given by an appropriate specialist and appropriate therapy, considered satisfactory by the insurer.

### 6.4. Rehabilitation Program

The insurer has the right to require that you engage in a rehabilitation program managed by the insurer, when the insurer and its medical advisors consider that the participation is reasonable and fitted. The insurer, with the consent of its medical advisors, may revise, extend or terminate the program, whenever it is considered reasonable and fitted.

When you undertake a rehabilitation program requested by the insurer, you may receive the income specified herein, for a maximum period of thirty-six months, while at the same time receiving remuneration under the rehabilitation program. However, the monthly income will be reduced by fifty per cent of the remuneration received under the rehabilitation program.

However, the sum of the remuneration under the rehabilitation program and of the monthly income under this benefit may not exceed the net monthly income paid to you at the time disability began.

If such sum exceeds your net monthly income prior to disability, the income specified herein will be reduced by the amount of such excess.

If you refuse to participate in a rehabilitation program considered reasonable and fitted by the insurer and its medical advisors, the benefit payments will be terminated.

### **6.5. Reductions and Integration of Benefits**

The monthly income payable under this benefit will be reduced by any disability or retirement benefit which is payable or which would have been payable had you made satisfactory application under:

1. The Canada/Québec Pension Plans excluding benefits received on behalf of your dependent children.
2. A Workmen's/Workers' Compensation Act.
3. A provincial auto insurance law.
4. Any other government plan.
5. Your employer's pension plan.

Moreover, the amount of disability income paid by the insurer is reduced so that the sum of all income, compensation, indemnity and benefits for which you would be eligible on account of disability, from your employer, a government body, or under any group insurance or pension plan to which your employer contributes and any retirement benefit payable by your employer or under the Canada/Québec Pension Plans, may at no time exceed eighty-five per cent of your net monthly income determined at the onset of disability or four thousand dollars.

However, future increase or cost of living adjustments made to amounts received from any of the above-mentioned sources will not bring about further reductions.

### **6.6. Waiver of Premiums**

The premium payment for this benefit is waived while you are entitled to a monthly income.

## 6.7. Termination of Income

Monthly income payments cease at the earliest of the following dates:

1. The date on which the maximum benefit period specified in the Summary of Benefits expires.
2. The date on which you cease to be disabled.
3. The date on which you would refuse to commence or to continue any rehabilitation program, which is reasonably considered by Standard Life and its medical advisors to be appropriate.
4. The date on which you reach the age of sixty.
5. The date on which you reach the normal retirement age under your employer's pension plan.
6. The date of your death.
7. The date on which you fail to submit to an examination by the physician designated by the insurer.
8. The date on which you fail to provide any evidence of disability required by the insurer.

## 6.8. Successive Periods of Disability

If you have returned to active work and again become disabled within six consecutive months of the first disability and if such disability results from the same cause as the previous disability or from related causes, there is considered to be a continuation of the previous disability. During the elimination period, successive periods of disability from a single cause separated by up to fifteen days will be combined.

However, if you have returned to active work and again become disabled due to an illness or accidental injury totally unrelated to the previous cause of disability, there is considered to be a new disability and a new elimination period will apply.

## 6.9. Exclusions

This benefit does not cover any disability resulting from one of the following causes:

1. Injury or illness resulting from civil unrest, insurrection or war, whether war be declared or not, or participation in a riot.
2. Self-inflicted injury, while sane or insane.
3. 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 eighty milligrams of alcohol in one hundred milliliters of blood.
4. Injury or illness resulting from committing, attempting to commit, or provoking an assault or criminal offence.

5. Alcoholism or drug addiction unless you are undergoing an active treatment program approved in writing by the insured.

#### **6.10. Pregnancy**

Monthly income benefits are paid to you in the event of illness relating to pregnancy. However, the insurer pays no indemnity for any illness or accidental injury:

1. During a maternity or parental leave taken in accordance with provincial or federal legislation or during any maternity or parental leave taken in agreement with your employer.
2. In the course of any period during which you receive maternity or parental benefits from the Employment Insurance Program.
3. During any extension of maternity or parental leave beyond the periods specified above, if you were entitled to and requested such extension.

Maternity leave is deemed to commence on the earlier of the date you elected or the date of delivery. The elected date may also be one required by your employer, where such action is permitted by provincial or federal legislation, if your performance is affected during your pregnancy.

#### **6.11. Pre-existing Conditions**

No benefits are payable to you if you were insured on the commencement date of this plan for any disability beginning within twelve months of the commencement date if the disability is caused by, partly attributable to or is a consequence of a sickness or injury for which you have received medical treatment or services or took prescribed drugs or medicine within ninety days before the commencement date.

If this plan is a replacing contract, this provision shall not apply if you were insured under the previous contract at the date it terminated.

No benefits are payable if you become insured after the commencement date of this plan for any disability beginning within twelve months of your effective date of insurance if the disability is caused by, partly attributable to or is a consequence of a sickness or injury for which you have received medical treatment or services or took prescribed drugs or medicine within ninety days before your effective date of insurance.

## 7. DEPENDENTS' OPTIONAL LIFE INSURANCE

### 7.1. Sum Insured

Upon the death of an insured dependent, you will receive the sum insured as shown in the Summary of Benefits, according to the option chosen.

### 7.2. Conversion Privilege

For the purpose of the conversion privilege, "dependents" is defined as follows:

1. In Québec:
  - a) The participant's spouse.
  - b) Each of the participant's dependent children.
2. Anywhere else in Canada: the participant's spouse.

If the life insurance coverage under this benefit is cancelled, on or prior to your 65th birthday, you may convert all or part of your dependents' insurance coverage, into an individual life insurance contract, within 31 days of such cancellation without having to provide evidence of insurability. Such a contract may be a convertible one year term insurance contract, term insurance coverage to age 65 or any individual contract which Standard Life has designated under the conversion privilege at the time the application for conversion is submitted. Furthermore, the dependent must be under age 65 as of the date that the group life insurance is cancelled.

The amount of insurance converted will be limited by the following:

1. If your dependents' group life insurance is cancelled because this benefit or group contract is cancelled, the amount of the individual life insurance contract may not exceed the amount of insurance that is terminated less any amount of insurance for which the dependent would be eligible under any other group policy within 31 days after your insurance terminates.
2. If your dependents' group life insurance is cancelled because of termination of employment or upon retirement, the amount of the individual life insurance contract may not exceed the amount of insurance that is terminated.
3. If you do not apply for the entire amount of insurance available for the dependents under the conversion privilege, the individual life insurance amount cannot be less than the minimum amount which Standard Life issues for the plan selected.
4. In all cases the amount of the individual life insurance contract cannot exceed \$400,000 for a Québec resident or \$200,000 for a resident of any other Canadian province or territory.

The individual life insurance contract becomes effective at the end of the 31 day conversion period. The premium for the individual contract is that which is then required by the insurer for the type of contract selected, taking into account the amount of insurance and the age and sex of the insured person.

### **7.3. Extension of Life Insurance Without Premium Payment**

If you are less than 65 years old or you attain age 65 on the date of your termination of employment, your retirement, the termination of the benefit or of the group contract, your dependents' life insurance is extended, without premium payment for 31 days following such date.

For a Québec resident, the amount of extended life insurance is the sum insured under the group plan. For a resident of any other Canadian province or territory, the amount of extended life insurance cannot exceed the amount of life insurance that is convertible under the conversion privilege.

### **7.4. Exclusion**

If your spouse commits suicide, while sane or insane, less than twenty-four months after the beginning of his coverage under this benefit, the insurer will only refund the premiums you have paid and such refund will constitute a full discharge of the insurer's liability under this benefit.

### **7.5. Non-smoker Status**

To be considered as a non-smoker, your spouse must provide the insurer with a statement indicating that he has not smoked cigarettes or cigarillos during the twelve months preceding the date of signature of his enrollment card or his request for acknowledgment as a non-smoker. The insurer may require such proof whenever there is an increase in coverage or a change in classification.

If it is proved that your spouse had made a misrepresentation, the present benefit shall be void and Standard Life will have no liability under this benefit.

### **7.6. Extension of Insurance upon your death**

Upon your death, your Dependents' Optional Life Insurance is extended, without premium payment, to the earliest of the following dates.

1. The date on which your spouse reaches his sixty-fifth birthday.
2. The date on which the child ceases to qualify as a child as defined in Particulars.
3. The date on which your Dependents' Optional Life Insurance would have terminated, had you then been living.
4. The termination date of the benefit or contract.

Please contact C.A.T.A.Q. Assurances for more details.

## 8. NOTICE

At Standard Life, we are committed to maintaining the highest standards of integrity in our business. In the course of our business, it is necessary to collect personal information about you. We will ask for your consent to collect, use and disclose personal information. We will limit collection, use and disclosure of personal information strictly for the purposes of your group coverage.

We will safeguard your personal information. Access to personal information is restricted to Standard Life employees and employees of authorized service providers who need it to determine eligibility, to administer your group coverage, to assess claims and conduct any required investigations. While Standard Life endeavors to protect all your personal information, your medical information will receive the highest level of protection.

You can be assured that not only do we respect applicable laws and regulations, but we also apply generally accepted privacy ethics and standard business practices for the handling of your personal information.

### ***How can you access your personal information and submit a complaint?***

You have the right to be informed of the nature and source of personal information that Standard Life has on record concerning you. Personal medical information will be made available only through a physician designated by you.

You also have the right to request the correction of inaccurate, incomplete or obsolete information in your file. If demonstrated to our satisfaction that the information held in our record is inaccurate or incomplete, we will make the necessary changes.

If you are not satisfied as to how we have handled your personal information, you may submit a complaint.

Any request to access or correct information held in our records or to submit a complaint should be made in writing to:

The Manager, Customer Relations and Ombudsman  
The Standard Life Assurance Company of Canada  
1245 Sherbrooke West  
Suite 1000  
Montreal, Qc  
H3G 1G3

Additional information about Standard Life's privacy protection practices can be obtained on our public Web site and in the VIP Room Web site for Plan Members.

*References to "you" and "your" in this Notice include yourself and your dependents.*





## SUMMARY OF BENEFITS

This summary highlights the benefits provided under your group insurance coverage, according to the class to which you belong. For more detailed information, please consult the descriptive pages for each benefit.

### YOUR PERSONAL COVERAGE

#### *Life Insurance*

\$15,000.

#### *Accidental Death and Dismemberment Benefit*

\$15,000.

#### *Participant's Optional Life Insurance*

Per unit of \$25,000, maximum of \$500,000.

Evidence of insurability is required in all cases.

#### *Weekly Indemnity Benefit*

Plans 1 to 13 apply to employees having an annual salary of \$75,000 and more

Plans 5 to 13 apply to employees having an annual salary of \$65,000 to \$74,999.99

Plans 8, 9, 11, 12, 13 apply to employees having an annual salary of \$55,000 to \$64,999.99

Plans 9, 12, 13 apply to employees having an annual salary of \$50,000 to \$54,999.99

Plan 13 apply to employees having an annual salary of \$40,000 to \$49,999.99

Plans 14 to 17 apply to employees having an annual salary of \$20,000 to \$39,999.99

Plans 1 to 3: \$370

Plans 4 to 6: \$285

Plans 7 to 9: \$200

Plans 10 to 13: \$100

Plans 14 to 17: no coverage

Plans 19 to 23 apply to employees having an annual salary of \$90,000 and more

Plans 20 to 23 apply to employees having an annual salary of \$75,000 to \$89,999.99

Plans 21 to 23 apply to employees having an annual salary of \$65,000 to \$74,999.99

Plans 22, 23 apply to employees having an annual salary of \$55,000 to \$64,999.99

Plan 23 apply to employees having an annual salary of \$40,000 to \$54,999.99

Plan 19: \$450

Plan 20: \$370

Plan 21: \$285

Plan 22: \$200

Plan 23: \$100

Plan 114 apply to employees having an annual salary of \$50,000 to \$54,999.99

Plan 115 apply to employees having an annual salary of \$40,000 to \$49,999.99

Plan 117 apply to employees having an annual salary of \$30,000 to \$39,999.99

Plans 114, 115, 117: no coverage

Benefits are payable on the basis of calendar days. Benefits paid for part of a week are based on one seventh of the weekly benefit multiplied by the number of days of total disability during that week.

Elimination period:

accident>	14 days
illness>	14 days

Maximum benefit period: 39 weeks

Benefits are payable as follows:

1. Benefits are payable during the first 13 weeks of total disability.
2. Afterwards, benefits are payable during 15 weeks by Human Resources and Social Development Canada.
3. After payments under (1) and (2) are terminated, benefits are payable for an additional period of 11 weeks.

The benefits are non-taxable.

## ***Long Term Disability Income Benefit***

### Amount of Benefit

<u>Employee Classification</u>	<u>Monthly Benefit</u>
Employees with an annual income of \$75,000 and more (plans 1 to 13)	Plan options:  <i>Plans 1, 4, 7, 10</i>
Employees with an annual income of \$65,000 to \$74,999.99 (plans 5 to 13)	\$3,000, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.
Employees with an annual income of \$55,000 to \$64,999.99 (plans 8, 9, 11, 12, 13)	<i>Plans 2, 5, 8, 11</i> \$2,750, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.
Employees with an annual income of \$50,000 to \$54,999.99 (plans 9, 12, 13)	<i>Plans 3, 6, 9, 12</i> \$2,500, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.
Employees with an annual income of \$40,000 to \$49,999.99 (plan 13)	<i>Plan 13</i> \$2,250, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.

Employees with an annual income of \$35,000 to \$39,999.99 (plans 14 to 17)	<i>Plan 14</i> \$2,000, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.
Employees with an annual income of \$30,000 to \$34,999.99 (plans 15 to 17)	<i>Plan 15</i> \$1,750, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.
Employees with an annual income of \$25,000 to \$29,999.99 (plans 16, 17)	<i>Plan 16</i> \$1,400, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.
Employees with an annual income of \$20,000 to \$24,999.99 (plan 17)	<i>Plan 17</i> \$1,200, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.
Plans 19 to 23	<i>Plans 19 to 23: Not applicable</i>
Employees with an annual income of \$90,000 and more (plans 19 to 23)	
Employees with an annual income of \$75,000 to \$89,999.99 (plans 20 to 23)	
Employees with an annual income of \$65,000 to \$74,999.99 (plans 21 to 23)	
Employees with an annual income of \$55,000 to \$64,999.99 (plans 22, 23)	
Employees with an annual income of \$40,000 to \$54,999.99 (plan 23)	

Plans 114, 115, 117

Employees with an annual income of \$50,000 to \$54,999.99 (plan 114)

Plan 114

\$2,500, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.

Employees with an annual income of \$40,000 to \$49,999.99 (plan 115)

Plan 115

\$2,250, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.

Employees with an annual income of \$30,000 to \$39,999.99 (plan 117)

Plan 117

\$2,000, subject to applicable reductions. However the overall maximum may not exceed 85% of the net monthly income determined at the onset of disability.

Elimination period: 41 weeks.

Maximum benefit period: to your 60<sup>th</sup> birthday.

The benefits are non-taxable.

### ***Your Dependents' Optional Life Insurance***

Sum insured

Spouse: Per unit of \$25,000, maximum of \$500,000.

Child (from 15 days): Per unit of \$5,000, maximum \$25,000

Evidence of insurability is required in all cases.

## **GENERAL INFORMATION**

### ***Eligibility***

New employees are eligible after three months of continuous service with CN, CP, or Via Rail provided they are under age 60 for Long term disability income benefit and under age 65 for all other benefits.

**Reductions**

Your Life Insurance and Accidental death and Dismemberment benefits are \$15,000 on your retirement.

**Termination of Coverage**

Participant's life insurance:	age 70 or age 65 if you are retired.
Participant's accidental death and dismemberment benefit:	age 70 or age 65 if you are retired.
Participant's optional life insurance:	age 65.
Weekly indemnity:	when you reach age 70 or your normal retirement age under your employer's pension plan, if earlier.
Long term disability income benefit:	when you reach age 60 or your normal retirement age under your employer's pension plan, if earlier.
Dependents' optional life insurance:	earlier of your spouse's attainment age 65 and your attainment of age 65 if you are retired.