Desjardins
Insurance
Life • Health • Retirement

DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY
HEAD OFFICE: LÉVIS (QUEBEC)

Amendment No. 3

to Group Insurance Contract No. 530009

Effective **October 19, 2020**, Eligibility Period is changed from, The next January 1st or July 1st immediately after the Employee's date of hire, to Nil. As a result, Benefit Schedule: Eligibility Period, Participant Long Term Disability Benefit and Eligibility: Insurance Application are replaced with the following:

Eligibility Period:	Nil

PARTICIPANT LONG TERM DISABILITY BENEFIT

Percentage and Maximum of Benefit:	60% of monthly Earnings, rounded to the next $1, if not already a multiple, up to a maximum of $17,000.
Non-Evidence Maximum of Insurability:	$17,000
Elimination Period:	**Option 1:** 180 days
	Option 2: 90 days
Maximum Benefit Period:	To age 65
Cost-of-Living Adjustment following the Consumer Price Index:	Up to 6%. First increase after the end of the Elimination Period plus one year
Taxability of Benefits:	Non-taxable
<u>Benefit Termination</u>	
Age Limit:	Age 65 of the Participant, or retirement whichever occurs first.

INSURANCE APPLICATION

An eligible Participant must complete an application or an application for exemption for himself within 60 days of the date on which he becomes eligible.

Consequently, the pages are replaced as follows:

Cancelled Pages	Replacement Pages
All	All

Signed at Toronto, on December 29, 2020.

Denis Dubois

President and Chief Operating Officer,
Desjardins Financial Security
Life Assurance Company

Josée Dixon

Senior Vice-President,
Group and Business Insurance
Desjardins Financial Security
Life Assurance Company

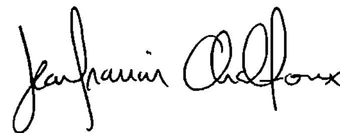
Desjardins
Insurance
Life • Health • Retirement

POLICYHOLDER	REFORM PENSION BOARD
POLICY NUMBER	530009
EFFECTIVE DATE	January 1, 2012 at 12:01 am, local time, at the head office of the Policyholder.
RENEWAL DATE	January 1, 2015
POLICY YEAR	The first Policy Year is the period from the Effective Date of the policy to the first Renewal Date. Thereafter, any period of 12 consecutive months is a Policy Year.
PREMIUM DUE DATE	The first monthly premium is due and payable on the Effective Date. Subsequent monthly premiums are payable in advance on the 1st day of each month.

The provisions contained in the following pages or in any amendment attached to this policy are as valid as if stated over the signatures of the authorized officers of the Insurer.

Denis Berthiaume

President and Chief Operating Officer
Desjardins Financial Security
Life Assurance Company



Jean-François Chalifoux

Senior Vice-President,
Group and Business Insurance
Desjardins Financial Security
Life Assurance Company

Signed at Toronto, on August 30, 2013.

Countersigned by ___________________________________

TABLE OF CONTENTS

CLASSES AND CATEGORIES

BENEFIT SCHEDULE

DEFINITIONS

GENERAL PROVISIONS

PREMIUMS

ELIGIBILITY

COMMENCEMENT OF INSURANCE AND WAIVER OF PREMIUM

TERMINATION OF INSURANCE

CLAIMS

PARTICIPANT LONG TERM DISABILITY BENEFIT

APPENDIX RELATED TO THE ADMINISTRATION OF BENEFITS

This Table of Contents does not form a part of this policy and has been inserted for convenience and reference only.

CLASSES AND CATEGORIES

Class	Category
1	All Congregational Employees, Temple Administrator or Educators and Rabbi

BENEFIT SCHEDULE

GENERAL GUIDELINES

Renewal Notice:	60 days
Participation:	Mandatory

Eligibility Requirements

Number of hours worked per week:	A minimum of 30 hours per week for permanent full-time employees. A minimum of 18 hours per week for permanent part-time employees.
Eligibility Period:	Nil

Continuation of insurance

Temporary lay-off:	No continuation of insurance
Leave of absence:	12 months

Waiver of Premium

Benefits for which premiums are waived in the event of Total Disability:	• Participant Long Term Disability Benefit
Beginning of Waiver of Premium:	At the end of the Elimination Period of the Participant Long Term Disability Benefit.

PARTICIPANT LONG TERM DISABILITY BENEFIT

Percentage and Maximum of Benefit:	60% of monthly Earnings, rounded to the next $1, if not already a multiple, up to a maximum of $17,000.
Non-Evidence Maximum of Insurability:	$17,000
Elimination Period:	**Option 1:** 180 days **Option 2:** 90 days
Maximum Benefit Period:	To age 65
Cost-of-Living Adjustment following the Consumer Price Index:	Up to 6%. First increase after the end of the Elimination Period plus one year
Taxability of Benefits:	Non-taxable

Benefit Termination

Age Limit:	Age 65 of the Participant, or retirement whichever occurs first.

DEFINITIONS

Wherever used in this policy:

Accident means any event due to sudden and unforeseeable external causes that inflicts bodily injuries that are certified by a Physician, directly and independently of any other cause. It does not mean any form of disease, or degenerative process, an inguinal, femoral, umbilical or incisional hernia, or any infection other than an infection of a visible, external cut or wound accidentally sustained.

Actively At Work means, on any day, the performance by the Employee of all the usual and customary duties of his job with the Employer for the scheduled number of hours for that day.

Age means the age of the Insured Person on his last birthday when stated or calculated, or on the day when an event referred to under the policy occurs.

Child means a person who:

1) is under 21 years of Age, and for whom the Participant or the Spouse of the Participant has legal guardianship or had legal guardianship until he reached the Age of majority; or

2) has no spouse, is 25 years old or under and is, or is deemed to be, a full-time student at an accredited educational institution, and for whom the Participant or the Spouse of the Participant would have legal guardianship if he were a minor; or

3) has reached the Age of majority, has no spouse, and is suffering from a "functional impairment" that must have existed when the status of the person fit the definition of either 1) or 2) above. In addition, in order to be considered a "person suffering from a functional impairment," this person must be living with the Participant or the Spouse of the Participant who would have legal guardianship of him as if he were a minor.

   It is understood that a functional impairment will be defined as stipulated under the regulations of any provincial legislation, when covered under such regulations.

Continuing Medical Care means the treatment a Participant receives. It must be accepted by the medical profession as an effective, appropriate and essential treatment in the diagnosis or care of the specific Illness or injury. It must be reasonable, considered as standard practice and provided or prescribed by a Physician or, when the Insurer deems necessary, by a specialist in the appropriate field. Such care is not limited to examination and tests, and must be provided at the frequency required for the specific Illness or injury.

Dependent means a Spouse or Child who is domiciled in Canada. However, if a Dependent is domiciled outside Canada, such Dependent may be deemed to be domiciled in Canada provided such individual is covered under a provincial medical plan and prior written approval is obtained from the Insurer.

Earnings means the regular rate of pay of an Employee paid by the Employer, including dividends, but excluding bonuses, overtime pay and any non regular form of remuneration.

Employee means a person who is domiciled in Canada and who is employed by the Employer on a permanent full-time or part-time basis for not less than the number of hours specified in the Benefit Schedule. However, if an Employee is domiciled outside Canada, such Employee may be deemed to be domiciled in Canada provided prior written approval is obtained from the Insurer.

Employer means any companies listed on the application of the Policyholder for this policy or specified in the Benefit Schedule.

Family-Related Leave means any leave of absence from work taken by a Participant in accordance with such provincial or federal legislation, or an agreement between the Participant and the Employer.

Illness means any health deterioration or bodily disorder certified by a Physician. For the purposes of this policy, organ donations and related complications are also considered illnesses.

Insured Person means the Participant or one of his insured Dependents, as the case may be.

Insurer means Desjardins Financial Security Life Assurance Company.

Maternity Leave means any leave of absence from work due to pregnancy in accordance with any labour standards legislation that is applicable in the Insured Person's province of residence. Maternity Leave consists of a voluntary portion and a "health related portion". The "health related portion" of the Maternity Leave commences on the date of the delivery and lasts for at least 6 weeks (8 weeks for a Caesarean delivery). The person is considered to be on Maternity Leave during the entire period for which she is receiving maternity benefits under any provincial or federal legislation. If she is absent from work due to a Total Disability that commenced before or during pregnancy, she is considered to be on Maternity Leave in accordance with any provincial or federal legislation.

Parental Leave means any leave of absence from work taken by a Participant to take care of his newborn or adopted child, in accordance with such provincial or federal labour standards legislation, or an agreement between the Participant and the Employer.

Participant means an Employee who is insured under this policy.

Physician means a legally qualified medical practitioner lawfully entitled to practice medicine in the place where he provides the medical services.

Policyholder means the company or group indicated on the application and specified on the cover page of this policy.

Spouse means an eligible person who is domiciled in Canada and who at the time of the event giving rise to a claim:

1) is legally married to or living in a civil union with the Participant; or

2) has been living with the Participant in a conjugal relationship for at least 12 months and has not been separated from the Participant for 90 days or more as a result of a breakdown in the relationship; or

3) is living in a conjugal relationship with the Participant who is the natural parent of the Spouse's Child and has not been separated from the Participant for 90 days or more as a result of a breakdown in the relationship.

However, if two individuals fit the definition of Spouse, the Insurer will recognize only one Spouse for all benefits under the same plan in the following order:

1) the eligible Spouse whom the Participant last designated as such in writing to the Insurer, subject to approval of any evidence of insurability required under this policy; or

2) the Spouse to whom the Participant is legally married or with whom the Participant is living in a civil union.

At any one time, only one person may be insured as a Spouse of the Participant.

GENERAL PROVISIONS

CONTRACT

This policy, the application of the Policyholder, the application forms, the evidence of insurability of the Insured Person, amendments and renewal letters constitute the contract between the parties.

POLICY AMENDMENT

A provision in this policy will not be deemed waived or in any way altered or modified unless such waiver, alteration or modification is in writing and signed by an authorized representative of the Insurer and states explicitly that this is intended to modify this policy. Any interlineations, additions or modifications must be attested by an authorized representative of the Insurer.

However, if an amendment is issued to this policy that is not the direct result of a request by the Policyholder, the Policyholder will be allowed 31 days from the date of receipt of such amendment to question any of the revised terms or conditions. In the absence of any objections, that amendment will take effect as of its effective date.

POLICY RENEWAL

This policy will be renewed on each Renewal Date without application from the Policyholder, unless the policy terminates in accordance with the TERMINATION OF POLICY provision.

INCONTESTABILITY

If the insurance of a person has been in force for a period of two years during his lifetime, the Insurer cannot contest the validity of this insurance on the basis of any written statement given with respect to this person, unless it refers to Age or is fraudulent.

However, if a disability has begun during the first two years of insurance, the rule mentioned in the above paragraph does not apply and the Insurer can cancel or reduce all claims owed.

INSURANCE INFORMATION

The Policyholder will provide the Insurer with all information that it may reasonably require with respect to any matters pertaining to this policy. The Insurer and any individual appointed by it for this purpose will be allowed to examine at any reasonable time the books and records of the Policyholder that have any bearing on the insurance provided under this policy.

INFORMATION FOR PARTICIPANTS

The Policyholder must inform all Participants of their rights and obligations under this policy.

The Policyholder must provide the required forms to a Participant so that he may exercise the rights conferred in this policy.

CLERICAL ERRORS

Clerical errors made by the Policyholder or by the Insurer in keeping any records, or delays in compiling such records, will not invalidate insurance otherwise validly in force, nor will it continue insurance otherwise validly terminated. Upon discovery of an error or delay, an applicable adjustment in premiums will be made.

CERTIFICATES

The Insurer will issue to the Policyholder, for delivery to each Participant, an individual certificate or other document setting out the particulars of the insurance provided under this policy. If a certificate is issued to or in the possession of an individual who for any reason is not insured under this policy, such certificate will not be valid. Certificates do not constitute a part of this policy. In the event of a discrepancy between the provisions of the certificate and those of this policy, the policy provisions will prevail.

CURRENCY

All payments under this policy, whether to or by the Insurer, will be made in the lawful currency of Canada.

FOREIGN TAX

The Policyholder will not deduct any foreign tax from any payment made to the Insurer.

LEGISLATION AND JURISDICTION

This contract is governed by the laws of the province of Ontario. The Policyholder and the Insurer agree to exclusively submit any dispute that arises or will arise between them relating to this contract to Ontario Authorities.

GENDER

Where the context clearly so requires, words referring to the singular will include the plural, and words referring to any gender will include the other gender.

NON-PARTICIPATION

This contract is not entitled to participate in any distribution of the Insurer's surplus.

PREMIUMS

PAYMENT OF PREMIUMS

A premium is payable by the Policyholder to the Head Office of the Insurer on each Premium Due Date. The premium to be remitted on each Premium Due Date will be the aggregate of the premium rates payable for each Participant on that date, based on the monthly rates established by the Insurer.

CHANGE IN PREMIUM RATES

At the end of any rate guarantee period, the Insurer may change the premium rates applicable to this policy on any Premium Due Date provided the Policyholder receives a written notice within the time period specified in the section RENEWAL NOTICE in the Benefit Schedule. If the terms and conditions of this policy are changed, or the number of insured lives changes by 25% or more, the Insurer reserves the right to change any premium rate then in effect at any time.

However, the Insurer reserves the right to set new premium rates at any time after provincial or federal legislation comes into force affecting:

1) the Insurer's obligation to provide coverage under this policy;

2) the taxation of premiums or benefits;

3) the scope of the coverage offered by the government for eligible expenses.

GRACE PERIOD

A grace period of 31 days commencing from the Premium Due Date is allowed for the payment of each premium, other than the first. During the grace period, this policy will remain in force. If any premium is not paid by the end of the grace period, this policy will terminate immediately on expiry of this period. Nevertheless, all outstanding premiums, including premiums due for the grace period, will be payable on expiry of the grace period.

Notwithstanding the above, if the Policyholder has more than one division, the premium payable for any division may be paid by a division separately from the premiums payable for any other division. A grace period of 31 days commencing from the Premium Due Date will be allowed for the payment of each premium, other than the first, for each division. If the premium for any division is not paid by the end of the grace period, all insurance under this policy in respect of that division only will terminate immediately on expiry of this period. Nevertheless, all outstanding premiums of that division, including premiums due for the grace period, will be payable by the Policyholder.

PREMIUM ADJUSTMENTS

Should the insurance of a Participant commence or that of a Participant terminate, or should a change in the amount of an insurance of the Participant take effect other than on a Premium Due Date, a proportionate premium adjustment will be made for the period commencing from the effective date to the Premium Due Date immediately following.

If the Insurer does not receive notice of termination of insurance of a Participant within six months of the termination date, the Insurer will not be required to refund premiums for any period prior to the later of the following dates:

1) the last renewal date, or

2) the last date of incurred claims.

This will not affect the actual date of termination of insurance of the Participant that is governed by the appropriate provisions of this policy.

ELIGIBILITY

EMPLOYEE ELIGIBILITY

An Employee is eligible for insurance:

1) on the EFFECTIVE DATE, if he meets the Eligibility Requirements specified in the Benefit Schedule; or

2) after the EFFECTIVE DATE, on the date on which he meets the Eligibility Requirements specified in the Benefit Schedule.

A Participant, whose insurance under this policy terminated due to termination of employment and who is re-hired by the Employer within 6 months immediately following the termination of his insurance, will be eligible for the reinstatement of his insurance on the date he resumes employment, provided application for reinstatement is made within 31 days of eligibility.

INSURANCE APPLICATION

An eligible Participant must complete an application or an application for exemption for himself within 60 days of the date on which he becomes eligible.

EVIDENCE OF INSURABILITY

Evidence of insurability means any declaration relating to an individual's physical health or to other factual information that could have a bearing on the acceptance of the risk. Only declarations that are provided on the forms approved by the Insurer will be accepted.

COMMENCEMENT OF PARTICIPANT INSURANCE

The insurance of any Employee will become effective on the latest of the following dates, provided that Employee is Actively At Work on such date:

1) the Effective Date of this policy,

2) the date on which he first becomes eligible, provided his written application, completed using the form required by the Insurer, is received by the Insurer within 31 days of his date of eligibility,

3) the date on which the insurability of the Employee is approved by the Insurer, if the application of the Employee for insurance is received by the Insurer more than 31 days after the date of his eligibility.

If an Employee is not Actively At Work on the date his insurance would have otherwise commenced, such insurance will commence on the first day he is subsequently Actively At Work.

If the Employee is not Actively At Work on the date his insurance would have otherwise commenced, due solely to a paid leave or a statutory holiday, then he will be considered Actively At Work on such date.

If a Participant requests an amount of insurance that exceeds the maximum amount the Insurer will provide without evidence of insurability, as specified in the Benefit Schedule, this excess amount will become effective on the latest of the dates specified in the preceding provision or on the date on which the insurability of the Participant is approved, if later.

CHANGE OF INSURANCE

Any increase or decrease in the amount of insurance or any change in Benefit will become effective on the later of the following dates, provided the Participant is Actively At Work on such date:

1) the date on which the Participant first becomes eligible for such change provided written request for change is received by the Insurer on or before that date,

2) the date on which the insurability of the Participant is approved by the Insurer,

   a) if the increase in the amount of insurance requested exceeds the maximum amount that the Insurer will provide without evidence of insurability, as specified in the Benefit Schedule, or

   b) if the request for change is received more than 31 days after the date of his eligibility for such change.

If a Participant is not Actively At Work on the date his insurance would have otherwise changed, such insurance will change on the first day he is subsequently Actively At Work.

If the Participant is not Actively At Work on the date his insurance would have otherwise changed, due solely to a paid leave or a statutory holiday, then he will be considered Actively At Work on such date.

WAIVER OF PREMIUM

1) For the Benefits listed in the WAIVER OF PREMIUM provision in the BENEFIT SCHEDULE, as of the Beginning of Waiver of Premium mentioned in the WAIVER OF PREMIUM provision in the BENEFIT SCHEDULE, premiums will be waived for a Participant who becomes Totally Disabled while insured under this policy but prior to attaining Age 65, if he submits Proof of Claim satisfactory to the Insurer. Premiums will continue to be waived for as long as the Total Disability persists. For the purpose of this provision, premiums will cease to be waived on the earliest of the following dates:

   a) the date on which the Participant is unable or unwilling to provide satisfactory proof of Total Disability to the Insurer, if such proof is not provided within 3 months of the request,

   b) the date on which the Participant ceases to be Totally Disabled,

   c) the date on which the Participant attains Age 65 or retires, if earlier.

2) Under this policy, any provision for an increase in coverage is suspended during a Total Disability.

3) A recurrence of Total Disability within 6 months after the termination of a previous period of Total Disability for which premiums have been waived under this policy shall be deemed a continuation of the previous period if due to the same or related causes.

4) To be eligible for WAIVER OF PREMIUM, the Insurer must receive written notice of Total Disability within 12 months of the date the Participant becomes Totally Disabled, and proof satisfactory to the Insurer of Total Disability within 90 days following the date the Insurer received written notice.

   In the event of recurrent Total Disability, the Insurer must receive written notice and proof of claim within 12 months of the date of such recurrence.

TERMINATION OF INSURANCE

TERMINATION OF PARTICIPANT INSURANCE

Except as specifically provided to the contrary elsewhere in this policy, the insurance of the Participant will terminate on the earliest of the following dates:

1) the date the Participant no longer qualifies as an Employee, as defined in this policy,

2) the date the Participant ceases to belong to a class of Participants eligible for insurance,

3) the date the Participant reaches the applicable Age Limit specified in the Benefit Schedule,

4) the end of the period for which required premiums were paid on behalf of the Participant,

5) the date the Participant retires,

6) the date the Participant ceases to be Actively At Work,

7) the date of termination of this policy.

CONTINUATION OF INSURANCE

1) Temporary Leave of Absence

A Participant who ceases to be Actively At Work due to a temporary leave of absence may remain insured for all benefits held immediately prior to the beginning of the leave for any pre-determined period as long as premiums continue to be remitted. However, the insurance will not be continued beyond the period indicated in the Benefit Schedule. The Insurer must be informed of the scheduled date of return to work before the beginning of the leave.

If the Participant decides not to continue his coverage during leave, the benefits the Participant held immediately prior to the beginning of such leave will be reinstated, without evidence of insurability, as of the date on which the Participant is once again Actively At Work, provided the Insurer is advised within 31 days following the return to work of the Participant; otherwise, evidence of insurability will be required.

2) Maternity, Parental or Family-Related absences and leaves

A Participant who ceases to be Actively At Work due to a Maternity, Parental or Family-Related Leave, in accordance with provincial or federal legislation, may continue his coverage during the absence or leave for all benefits held immediately prior to the beginning of such absence or leave. He must inform the Insurer of his choice before the beginning of the absence or leave. If the Participant decides to continue his coverage during the absence or leave, he must keep all benefits held immediately prior to the beginning of the absence or leave, for the entire duration of his absence or leave, as long as premiums continue to be remitted. The Insurer must be informed of the scheduled date of return to work before the beginning of the leave. The insurance may not be continued beyond a maximum 12 month period, unless provincial or federal legislation permits a longer period.

If the Participant decides not to continue his coverage during the absence or leave, the benefits the Participant held immediately prior to the beginning of such absence or leave will be reinstated, without evidence of insurability, as of the date on which the Participant is once again Actively At Work, provided the Insurer is advised within 31 days following the return to work of the Participant; otherwise, evidence of insurability will be required.

3) Temporary Lay-Off, Strike or Lock-out

Insurance for a Participant who ceases to be Actively At Work due to a temporary lay-off, strike or lock-out terminates on the date the strike or lock-out begins.

Legal Obligation in the Event of Termination of Insurance

If federal or provincial legislation requires the Employer or the Policyholder to continue the insurance of a Participant beyond the date it would have otherwise terminated and the required premiums are paid, insurance will be continued to the end of the period required by law but not beyond the date this policy terminates.

TERMINATION OF POLICY

This policy may be terminated by the Policyholder on any Premium Due Date by providing written notice to the Insurer at least 30 days prior to that date. Otherwise, termination will be effective on the next Premium Due Date following 30 days after notice. The Policyholder will be liable for all outstanding premiums up to the date of termination.

The Insurer may terminate this policy on any Premium Due Date, by providing written notice to the Policyholder 30 days prior to this date, and for any one of the following reasons:

1) if, in its opinion, the Policyholder has failed to perform its obligations under this policy in a reasonably business-like manner,

2) if the number of Participants insured under this policy is less than 25,

3) if the Policyholder's contribution is less than 25% of the premium,

4) if less than 75% of eligible Participants are insured under this policy,

5) if Participants are not required to contribute to the cost of insurance under this plan and less than 100% of eligible Participants are insured, or

6) if coverage under this policy is a condition of employment and less than 100% of eligible Participants are insured.

The Insurer may terminate this policy on any Renewal Date by providing written notice to the Policyholder within the required time limit specified in the section RENEWAL NOTICE in the Benefit Schedule.

If the Policyholder declares bankruptcy, the policy will be automatically terminated, without the Insurer being required to provide written notice to this effect.

This policy will terminate automatically for non-payment of premiums in accordance with the GRACE PERIOD provision.

CLAIMS

NOTICE AND PROOF OF CLAIM

Notice and proof of any claim must be received by the Insurer within the time limit, if any, specified for each Benefit. However, if this policy terminates, no payment will be made unless the notice and proof of a claim is submitted to the Insurer within 120 days of the date of termination of this policy.

Failure to submit notice or proof of claim within the prescribed time limit does not invalidate the claim, provided that the notice and proof of the claim are sent as soon as reasonably possible. However, no payment will be made if the notice and proof of claim are sent more than 12 months after the expenses were incurred.

No action or proceedings may be brought against the Insurer for the recovery of any claim within 60 days or after 3 years following the expiration of the time in which proof of claim is required.

BENEFICIARY

Subject to legal provisions, a Participant may designate or revoke, at any time, one or several beneficiaries of the insurance on written notice to the Head Office of the Insurer. The rights of a beneficiary who dies before the Participant revert to the latter.

The Insurer assumes no responsibility with respect to the validity of any beneficiary designation or revocation.

CLAIMS

Claims under this policy must be submitted to the Insurer on the appropriate form.

Any living benefits will be paid to the Participant unless otherwise indicated in the policy.

Within 90 days of a death, the beneficiary must submit to the Insurer proof of death, including a death certificate, proof of the Age, and Earnings of the Participant, as well as any other information deemed useful by the Insurer.

If the designated beneficiary is the estate or personal representative of the deceased, or is a minor, or dies before the Participant, or is not competent to give valid release, the Insurer reserves the right to pay, at its option and at its discretion, a part of the proceeds of the Participant Life Insurance Benefit in an amount not exceeding $5,000 to any person the Insurer deems equitably entitled to such amount to cover the Participant's burial expenses. Such payment will fully discharge the Insurer, and the other insurers, provided this payment is made in good faith.

MEDICAL EXAMINATIONS

From time to time, the Insurer will be entitled to have a claimant examined by a Physician or Physicians of its choice.

SUBROGATION

Upon providing payment for incurred expenses or assuming liability for incurred expenses, the Insurer is subrogated to all the rights of recovery of the Participant against any individual and may bring action in the name of the Participant to enforce such rights.

If a Participant is entitled to recover damages for loss of income from another party and he is entitled to receive benefits under the Long Term Disability Benefit of this policy, the Insurer will be subrogated to all the rights of recovery of the Participant for loss of income to the extent of the total benefits paid or payable to him.

MISSTATEMENT OF AGE

If the Age of any individual has been misstated, the benefits payable under this policy will be based upon the actual Age of the individual concerned, at the relevant time. If the Age has been misstated, premium adjustments will be made for the full time such insurance has been in force.

AMOUNT OF INSURANCE

The amount of insurance in force for each Participant is determined by his classification, as specified in the Benefit Schedule. The Policyholder must notify the Insurer in writing on a regular monthly basis of any change in the amount of insurance of any individual. If the Insurer is not notified of such change within 31 days, payment of a claim relating to such individual will be based on the amount which is the lesser of the amount of insurance prior to the change and the amount of insurance after the change.

ASSIGNMENT

The rights or interests of a Participant under this policy cannot be assigned.

PARTICIPANT LONG TERM DISABILITY BENEFIT

DEFINITIONS

As used in this Benefit

Elimination Period means the period, as specified in the Benefit Schedule, of continuous Total Disability that must be completed before Long Term Disability Benefits commence under this Benefit.

If a Participant can and does continue his coverage under this Benefit throughout any absence or leave (other than a Maternity, Parental or Family-Related absence or leave) as described under the CONTINUATION OF INSURANCE provision of the TERMINATION OF INSURANCE section, and such Participant becomes Totally Disabled during such leave, the Elimination Period will be deemed to commence on the date the Participant is scheduled to return to active work.

Net Monthly Earnings means the monthly Earnings in effect immediately prior to commencement of Total Disability less all income taxes and contributions to the Canada/Quebec Pension Plan and Employment Insurance payable thereon.

Maximum Benefit Period means the maximum period during which monthly benefits are payable, as specified in the Benefit Schedule.

Total Disability or Totally Disabled means

1) during the Elimination Period and the succeeding 24 months,

   a state of incapacity, resulting from an Illness or Accident, that wholly prevents the Participant from performing each and every essential duty of his regular occupation;

2) after the Elimination Period and the succeeding 24 months have elapsed,

   a state of incapacity, resulting from an Illness or Accident, that wholly prevents the Participant from working in any occupation for which he is suited by education, Training and Experience.

   Whether or not any such gainful occupation is available in the area where the Participant is domiciled does not affect his entitlement to Long Term Disability Benefits.

A Participant who needs a driver's licence issued by the government to perform the duties of his regular occupation is not considered Totally Disabled simply because his licence has been revoked or has not been renewed.

Training and Experience means all of the knowledge and skills the Participant acquired while in school, in the performance of his current or former professional activities or during his non-working hours.

EVIDENCE OF INSURABILITY

Evidence of insurability satisfactory to the Insurer will be required of a Participant applying for any benefit amount of Long Term Disability in excess of the amount specified in the Benefit Schedule as the Non-Evidence Maximum of Insurability under the Participant Long Term Disability Benefit.

PAYMENT OF BENEFIT

Upon receipt of Proof of Claim satisfactory to the Insurer that

1) a Participant became Totally Disabled while insured under this Benefit and remained Totally Disabled during the Elimination Period; and

2) the Participant is under Continuing Medical Care of a Physician, as defined under the DEFINITIONS provision of this policy;

the Insurer will pay monthly Long Term Disability Benefits for as long as the Participant is Totally Disabled, in accordance with applicable policy provisions, up to the Maximum Benefit Period.

The "health related portion" of the Maternity Leave taken by a Participant is considered to be a period of Total Disability for the purposes of benefit payment under this Benefit, whether the Participant's insurance was continued during the leave or not. The maternity benefits payable under any public or private plan are deducted from the benefits payable to the Participant for this period, in accordance with the provisions of this contract.

For a Total Disability that begins during the voluntary leave portion of a Maternity Leave, or during a Parental or Family-Related Leave, or during any other Leave of Absence, benefits are payable from the later of the following dates, provided the current benefit remained in force and provided the Participant is still Totally Disabled and insured under this Benefit:

1) the end of Elimination Period;

2) the scheduled date of return to work.

The amount of Long Term Disability Benefit payable will be the amount specified in the Benefit Schedule based on the monthly Earnings in effect immediately prior to the initial date of Total Disability.

Long Term Disability Benefits are payable at the end of each month following the completion of the Elimination Period.

Any payments for a period of less than one month will be at the daily rate of 1/30 of the monthly benefit.

Long Term Disability Benefits may be taxable in accordance with the Benefit Schedule.

COST-OF-LIVING ADJUSTMENT

During a continuous period of Total Disability, the Long Term Disability Benefit payable to a Participant under this Benefit will be increased by an amount equal to the percentage, as specified in the Benefit Schedule, of that monthly Benefit payable immediately prior to such increase, subject to the following conditions:

1) the initial increase will become effective in accordance with the COST-OF-LIVING ADJUSTMENT section of the Benefit Schedule;

2) subsequent increases will become effective on each anniversary of the initial increase; and

3) for any year in which the Consumer Price Index (CPI) is less than the percentage specified in the Benefit Schedule, the increase for that specific year will be equal to that of the CPI.

REDUCTION OF LONG TERM DISABILITY BENEFITS, LIMITATIONS AND EXCLUSIONS

1) Direct Offset

   Long Term Disability Benefits otherwise payable to the Participant under this Benefit will be reduced by

   a) any benefits the Participant is eligible to receive under any Workers' Compensation Act or similar legislation; and

   b) any disability benefit the Participant is eligible to receive under the Canada Pension Plan or the Quebec Pension Plan excluding

      i) benefits payable on behalf of his Dependents; and

      ii) any increase in benefits due solely to cost-of-living, after benefit payments commence; and

   c) any indemnity payable for loss of time under any government plan requiring or providing automobile insurance benefits on a no-fault basis;

   d) any disability benefit payable by a private pension plan.

2) Indirect Offset

In addition, the Insurer will further reduce Long Term Disability Benefits by any amount by which the total monthly income of the Participant from all sources exceeds

a) 66.67% of his gross monthly Earnings immediately prior to Total Disability, if the Long Term Disability Benefits are included in his income under the Income Tax Act (Canada); or

b) 66.67% of his Net Monthly Earnings immediately prior to Total Disability, if the Long Term Disability Benefits are not included in his income under the Income Tax Act (Canada).

The total monthly income of a Participant from all sources, whether he receives or is eligible to receive this income, will include all of the following:

a) any Long Term Disability payments under this Benefit;

b) any monthly Earnings or payments from the Employer;

c) any disability benefits payable under the Quebec Pension Plan, excluding benefits payable on behalf of Dependents and any increase in benefits after benefit payments commence due solely to the cost-of-living;

d) any disability benefits payable under the Canada Pension Plan, excluding benefits payable on behalf of Dependents and any increase in benefits after benefit payments commence due solely to the cost-of-living;

e) any disability benefits payable under any Workers' Compensation Act or similar legislation or any other government plan, excluding the Employment Insurance Act;

f) any disability benefits payable under any other group or association insurance plan;

g) any disability benefit payable by a private pension plan, excluding any increase in benefits after benefit payments commence due solely to cost of living;

h) any indemnity for loss of time payable under any government plan requiring or providing automobile insurance benefits on a no-fault basis.

3) In the event that a lump-sum payment is made under any of the above-mentioned sources in 1) and 2) in lieu of monthly payments, monthly benefits will be reduced by the equivalent monthly payment over a period of 60 months or by the number of months of disability for which the lump sum is paid, whichever is the lesser.

The Insurer may also reduce the monthly Long Term Disability payments even if the Participant, who is required to make the necessary application, fails or refuses to exercise his rights under the above-mentioned legislation or plans.

The Insurer may, at its discretion, estimate the amount of a government plan award pending notice of the actual award.

4) Limitations

No benefits are payable for a period of Total Disability

a) during which the Participant is not under Continuing Medical Care, for the Illness or bodily injury causing the Total Disability;

b) during the voluntary leave portion of the Maternity Leave as described under the DEFINITIONS section, for a total disability occurring during this period;

c) during a Parental or Family-related Leave taken by a Participant, as provided for under provincial or federal legislation, for Total Disability occurring during this period;

d) during any work stoppage due to a strike, lock-out, Leave of Absence or lay-off, for a Total Disability occurring during this period;

e) during the imprisonment of the Participant due to conviction of an offence;

f) if the Participant remains outside Canada for longer than 3 months for any reason whatsoever, unless the Insurer gives prior written consent to continue paying benefits during this period.

No benefits are payable for any period of Total Disability beginning during the first 12 months of coverage of a Participant, if such Total Disability was directly or indirectly the result of an Illness or Accident that was treated by a Physician or for which prescribed drugs were taken during the 3 month period immediately prior to the effective date of such coverage.

However, if this policy has been in force for less than 12 months, and the Participant has been covered under a comparable benefit under the Employer's previous group insurance policy, for any period of time immediately prior to the Effective Date of this policy, that period of time will apply in determination of the 12 month coverage period.

5) Exclusions

No benefits are payable for a Total Disability resulting directly or indirectly from any one of the following:

a) war, whether the war be declared or not, or service in the armed forces of any country, or participation in a riot, insurrection or civil commotion;

b) committing, or attempting to commit a criminal offence;

c) cosmetic surgery or treatment, unless such surgery or treatment is required as a result of an Accident that occurred while the Participant was insured under this Benefit;

d) alcohol or drug abuse unless, for such abuse, the Participant is actively taking part in a therapeutic program supervised by a Physician on an on-going basis, is receiving Continuing Medical Care or treatment for rehabilitation and is staying in an established treatment centre qualified to provide the necessary treatment or care;

e) driving a motorized vehicle while impaired by drugs, or with an alcohol level that exceeds the limit set under the Criminal Code of Canada.

RECURRENT TOTAL DISABILITY

Successive periods of Total Disability due to the same cause or related causes are considered to be the same period of Total Disability unless they are separated by at least

1) 2 consecutive weeks of active full-time employment during the Elimination Period; or

2) 6 consecutive months of active full-time employment immediately following a period of Total Disability for which Long Term Disability Benefits were paid under this Benefit.

Successive periods of Total Disability due to entirely unrelated causes are considered to be the same period of Total Disability, unless they are separated by at least 1 day of active full-time employment.

Whenever successive periods of Total Disability are considered to be the same period of Total Disability, the Elimination Period will not be applied a second time and the same amount as for the initial Total Disability minus any payments already made will be payable for the remainder of the Maximum Benefit Period.

DISABILITY MANAGEMENT

The Insurer may at any time require a Totally Disabled Participant to participate in a disability management program or to take up rehabilitative employment that is considered appropriate by the Insurer.

The Insurer will actively co-ordinate all disability management program services listed below and will also facilitate and ensure case follow-up:

1) co-ordination of access to health care services;

2) support program for returning to work;

3) negotiations for a gradual return to work,

4) rehabilitation program, which may include evaluation, treatment, training, placement and job search services.

If a Totally Disabled Participant, while receiving Long Term Disability Benefits, takes part in a disability management program or takes up rehabilitative employment under the supervision of his Physician and with the approval of the Insurer:

1) the Participant will still be considered Totally Disabled while taking part in this program, subject to a maximum of 24 months;

2) if, while taking part in this program, a Participant becomes Totally Disabled again, the terms and conditions of this Benefit will re-apply to the Participant as if he had been Totally Disabled during the rehabilitation period;

3) the Maximum Benefit Period during any period of Total Disability will continue to apply even if the Participant is taking part in an approved disability management program or rehabilitative employment;

4) if, while taking part in this program, the Participant earns any income, the Long Term Disability Benefits payable by the Insurer to the Participant will be reduced by the amount produced by the following formula:

$$(A \div B) \times C$$

A = Income earned from any rehabilitative activity

B = Monthly Earnings of the Participant immediately prior to the commencement of Total Disability

C = Long Term Disability Benefits otherwise payable under this Benefit

5) while the Participant is taking part in a disability management program, the Insurer will reduce his Long Term Disability Benefits so that his total income from all sources, if any, as listed in the INDIRECT OFFSET provision of the REDUCTION OF LONG TERM DISABILITY BENEFITS, LIMITATIONS AND EXCLUSIONS section of this Benefit, does not exceed 100% of his Net Earnings immediately prior to the commencement of Total Disability if this Benefit is non-taxable, or 100% of his gross Earnings immediately prior to the commencement of Total Disability if this Benefit is taxable.

A Participant who refuses to take part in a disability management program, does not participate in such program in good faith or does not take up rehabilitative employment considered appropriate by the Insurer will no longer be eligible for monthly benefits payable under this Benefit.

TERMINATION OF BENEFITS

Long Term Disability Benefits will cease on the earliest of

1) the date the Participant ceases to be Totally Disabled;

2) the date the Participant engages in any gainful occupation other than an approved gainful occupation for the purpose of rehabilitation;

3) the date set by the Insurer the participant was required to provide satisfactory proof of total disability or to undergo a medical examination requested by the Insurer, but neglected or refused to do so;

4) the date payments have been paid up to the Maximum Benefit Period for any one period of Total Disability;

5) the date the Participant refuses to participate in a disability management program or to take up rehabilitative employment considered appropriate by the Insurer; and

6) the date the Participant attains the Age Limit specified in the Benefit Schedule.

EXTENSION OF BENEFIT AFTER TERMINATION

If a Participant is Totally Disabled on the date his insurance terminates, the Insurer will continue insurance for that Total Disability as if the insurance under this Benefit for that Participant were still in force, provided such Total Disability continues uninterrupted, subject to all other provisions of this policy.

If a Participant is not Totally Disabled on the date this Benefit terminates but was receiving Long Term Disability Benefits under this Benefit less than 6 months prior to such date, such Participant will be eligible to a resumption of Long Term Disability Benefits if he again becomes Totally Disabled from the same or related causes prior to

1) 90 days after the termination of this Benefit; or

2) 180 days after the last day he was Totally Disabled.

The reinstated Long Term Disability Benefits will be equal to those which the Participant was previously eligible to receive and will continue for the remainder of the Maximum Benefit Period.

NOTICE AND PROOF OF CLAIM

Initial written notice of a claim must be submitted to the Insurer within 30 days of the expiry of the Elimination Period and initial written proof, within 60 days of the expiry of the Elimination Period.

In the event of the recurrence of Total Disability, written notice of a claim must be submitted to the Insurer within 30 days of the date of such recurrence and written proof within 60 days of the date of such recurrence.

Subsequent written proof satisfactory to the Insurer of continuing Total Disability must be submitted to the Insurer at its request.

APPENDIX RELATED TO THE ADMINISTRATION OF BENEFITS

DEFINITION

As used in this Appendix, Administrator means

1) the Policyholder, if he chooses to self-administer the totality or certain benefits of the policy, or

2) a third party administrator appointed by the Policyholder for the purpose of administering the totality or certain benefits of the contract. Should the third party administrator fail to meet the conditions agreed upon, the Policyholder remains responsible to the Insurer for the administrative responsibilities that have been delegated to the third party administrator by the Policyholder.

The administration of benefits is made in compliance with the conditions, interpretations, instructions, practices and procedures that may be set out by the Insurer.

This Appendix applies to the benefits identified by the Administrator to the Insurer.

OBLIGATIONS AND RESPONSIBILITIES OF THE ADMINISTRATOR

The obligations and responsibilities of the Administrator, without being limited to the following, are to:

1) ensure the enrollment of all Participants defined as eligible under the contract;

2) confirm and maintain the eligibility of Participants by collecting enrollment forms and evidence of insurability;

3) maintain complete and accurate records that should include a list of Insured Persons and the beneficiary designations;

4) forward all evidence of insurability to the Insurer for evaluation. Enrollment forms, other than the Insurer's, must be pre-approved;

5) issue and distribute group insurance certificates to Participants;

6) calculate payable premiums and remit them to the Insurer as indicated in the contract;

7) forward to the Insurer, along with premium payments, premium statements dividing in a manner satisfactory to the Insurer the premiums payable for each benefit. Any report template other than the Insurer's must be pre-approved;

8) obtain prior approval from the Insurer for any significant change that could affect administration processes.

RESTRICTIONS

In the scope of its administrative duties, the Administrator is not authorized to act on behalf of the Insurer. Without limiting the generality of the foregoing, the Administrator is not authorized to issue, amend, alter or modify the policy.