

CONSOLIDATION UPDATE: DECEMBER 11, 2002

THE CITY OF WINNIPEG

THE POLICE EMPLOYEES' GROUP LIFE INSURANCE PLAN BY-LAW
NO. 5643/91

**A By-law of THE CITY OF WINNIPEG to
establish the Police Employees' Group Life
Insurance Plan.**

THE CITY OF WINNIPEG, in Council assembled, enacts as follows:

DEFINITIONS

1. In this By-law:

"Board" means the Winnipeg Police Pension Board created and established under section 4 of By-law No. 6253/93;
amended 6468/94

"Board Member" means a member of the Board;

"City" means The City of Winnipeg as constituted on December 22, 1989 and continued by *The City of Winnipeg Act*, S.M. 1989-90 C. 10;

"Council" means the City Council;

"Insurance Fund" means the Police Employees' Group Life Insurance Fund established for the Plan under section 3;

"Investment Committee" means the committee of individuals appointed by the Board to assume the powers and duties specified in Section 6, and may be the investment committee constituted under the Winnipeg Civic Employees' Benefits Program Pension Trust Agreement dated October 7, 2002 provided that the number of members of such investment committee appointed by the Member Trustees participating, deciding or voting on any issue shall always be one less than the number of members appointed by the Employer Trustees, where "Member Trustees" and "Employer Trustees" are as defined in Article 1 of that trust agreement.
Amended 8171/2002

"Investment Manager" means any duly qualified person, firm or corporation as may, from time to time, be appointed by the Board to act in the capacity of advisor or manager regarding the investment and management of all or any portion of the assets of the Insurance Fund.

Amended 8171/2002

"Member" means a person who is a member of the Plan as defined in Schedule "A";

"Plan" means the Police Employees' Group Life Insurance Plan established under section 2 of this By-law and set out in Schedule "A";

"Prior Group Insurance Fund" means the insurance fund established under By-law No. 1125/75 to fund the Group Life Insurance Plan for Employees of The City of Winnipeg;

THE POLICE EMPLOYEES' GROUP LIFE INSURANCE FUND

2. (1) The Plan is hereby established as set out in Schedule "A" under this By-law and shall be known as the "Police Employees' Group Life Insurance Plan" (hereinafter referred to as the "Plan"). The Plan shall be deemed to have come into existence on January 1, 1987 and this By-law shall be known as the "Police Employees' Group Insurance By-law".
- (2) The conditions of the Plan for eligibility, contributions and benefits shall be determined in accordance with the Plan.

THE POLICE EMPLOYEES' GROUP LIFE INSURANCE PLAN

3. (1) The Board shall establish the Insurance Fund for the Plan.
- (2) The Board shall hold the Insurance Fund in trust for the Members and their beneficiaries and shall deal with it in accordance with this By-law.
- (3) The Insurance Fund shall consist of:
 - (a) assets transferred to the Insurance Fund from the Prior Group Insurance Fund in accordance with subsection 8(3) of the Plan with a book value of \$745,311 as of January 1, 1987;
 - (b) employer and Member contributions made in accordance with the Plan less benefit payments, insurance premiums and expenses paid out of the Plan; and

- (c) earnings, profits and increments on the investment of the amounts described in clauses (a) and (b) above.
- (4) No property or interest in the Insurance Fund, nor any benefits payable therefrom, shall be subject to sale, transfer, alienation, assignment, encumbrance or other process except as provided by the Plan and this By-law.
- (5) All property forming the Insurance Fund shall be held by the Board in the name of the "Police Employees' Group Life Insurance Fund".
- (6) The Insurance Fund shall invest only in those investments permitted by *The Pension Benefits Act* of Manitoba.

THE BOARD

- 4. (1) In respect to the Plan, the Board shall have the same composition and powers for the conduct of its meetings as set out in sections 5, 6 and 7 of By-law No. 6253/93;
amended 6468/94
- (2) Upon becoming a Board Member, each Board Member shall immediately become vested with all the property, rights, powers and duties of a trustee in relation to the Insurance Fund, without the necessity of the execution of any conveyance, assignment or transfer or other documents.
- (3) When a Board Member ceases to be a Board Member, he or she shall be deemed to have conveyed, assigned or transferred to the Insurance Fund any or all the rights or property of the Insurance Fund and shall, if necessary, convey, assign or transfer to the Insurance Fund any or all the rights and property of the Insurance Fund as the remaining Board Members may direct.
- (4) The Board shall hold meetings at the call of the chairperson, but not less frequently than once each year, for the purpose of fulfilling those duties and utilizing the powers given to it under this By-law.
- (5) All questions concerning the Plan and this By-law shall be decided by the affirmative vote of the majority of the members present. The chairperson is entitled to cast a vote as a member of the Board, and in the event of a tie vote, the chairperson has an additional or casting vote.

POWERS AND DUTIES OF THE BOARD

- 5. In respect of the Plan, the Board shall:

- (1) administer and interpret the intent of the Plan consistent with the requirements of this By-law;
- (2) determine all questions regarding the eligibility of any person for insurance or benefits under the Plan;
- (3) recommend to Council the appointment of one or more insurance companies to provide all or some of the benefits of the Plan;
- (4) recommend to Council the appointment or re-appointment of one or more Investment Managers each with such power to manage the investment of the Insurance Fund or portion thereof as is specified in the recommendation, or the termination of any such appointment or re-appointment already made but such a recommendation shall be submitted only when it concurs with a recommendation most recently received from the Investment Committee;
- (5) subject to the approval of the Board of Commissioners appoint such Persons to provide services as the Board deems necessary in the performance of its powers, duties and responsibilities under this By-law;
- (6) determine as frequently as necessary the amounts that are available for investment;
- (7) allocate the amount of money in the Insurance Fund that is available for investment, or that is already invested, in accordance with directions it receives from the Investment Committee;
- (8) ensure that the money allocated under clause (7) is held in trust for the Insurance Fund;
- (9) on the recommendation of the Investment Committee, establish accounts for the Insurance Fund in a chartered bank or other financial institution in Canada;
- (10) keep a complete and accurate set of accounts for the Insurance Fund;
- (11) submit the accounts of the Insurance Fund at least yearly for examination, checking and audit by the City Auditor;
- (12) as soon as possible after January 1 in each year, submit a report to Council which contains audited financial statements for the previous year including a balance sheet, a statement of income and expenditures, a statement of changes and a schedule of the investments of the Insurance Fund;
- (13) ensure that an actuarial report is made on the status of the Insurance Fund at least once every three years and at such other times as the Board may deem advisable;
- (14) obtain an actuarial report if there is to be any change in the Plan;

- (15) make all disbursements and allocations from the Insurance Fund by cheque or authorization signed as the Board may by resolution determine from time to time; and
- (16) pay from the Insurance Fund all costs and expenses of the Board in the operation and administration of the Insurance Fund.

POWERS AND DUTIES OF THE INVESTMENT COMMITTEE

6. The Investment Committee shall be responsible for the investment of the Insurance Fund and shall:

- (1) recommend to the Board the chartered bank or other financial institution in Canada in which the accounts of the Insurance Fund are to be established or re-established;
- (2) recommend to the Board the appointment or reappointment of one or more Investment Managers to manage the investments of the Insurance Fund or portion thereof and specify the terms and conditions to apply in each case;
- (3) recommend to the Board the termination of the appointment or reappointment of any Investment Manager;
- (4) direct the Board to allocate the amounts which may become available for investment or are already invested between the Investment Managers appointed by Council in such proportions as may be determined by the Investment Committee;
- (5) establish and review regularly the investment policy for the Insurance Fund and the performance of each Investment Manager which is managing the investments of the Insurance Fund or portion thereof; and
- (6) exercise the care, diligence and skill in the investment of the Insurance Fund that a person of ordinary prudence would exercise in dealing with the property of another person.

7. The Investment Committee may commingle the investments of the Insurance Fund with those of any other insurance plan covering employees of the City.

8. Investment Committee members are prohibited from personally managing the Insurance Fund.

LIMITATION OF LIABILITY

9. (1) The Insurance Fund shall indemnify and save harmless any Board Member and Investment Committee member and the member's heirs, executors and administrators against:
- (a) all claims, liabilities, charges and expenses whatsoever that the Board Member or Investment Committee member sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her for or in respect of any act, deed, matter or thing whatsoever lawfully made, done or permitted by the Board, Investment Committee or by any of their members in the exercise of the powers and duties vested in them by this By-law and under the law; and
 - (b) all other claims, liabilities, costs, charges and expenses that the Board Member or Investment Committee member may sustain or incur in or in relation to the exercise of his or her powers and duties except such claims, liabilities, costs, charges or expenses that are occasioned by the Board Member's or Investment Committee member's gross negligence, wilful misconduct or lack of good faith.
- (2) The Board Members or Investment Committee members, individually or collectively, shall not be liable for the making, retention or sale of any investment or reinvestment made by them in accordance with this By-law or in accordance with any other legal duties nor for any loss to or diminution of the Insurance Fund, except a loss or diminution that resulted from gross negligence, wilful misconduct or lack of good faith of the Board Members or Investment Committee members and no individual Board Member or Investment Committee member shall incur any liability for such loss or diminution unless he or she is a party to such gross negligence, wilful misconduct or lack of good faith.

AMENDMENT, TERMINATION, MERGER OR DIVISION

10. Subject to section 12, but notwithstanding any other provision of this By-law or the Plan, Council may by by-law from time to time amend, modify, vary or terminate the terms, conditions or provisions of this By-law or the Plan (and any trust arising under this By-law or under the Plan) in such a manner and on such terms as Council may determine appropriate, such determination to be conclusively deemed to be evidenced by the passage of such by-law.

11. Subject to section 12, but notwithstanding any other provision of this By-law or the Plan, Council may by by-law merge, consolidate or divide all or part of the Plan (and any trust arising thereunder) or Insurance Fund with or into any one or more other insurance plans (and the respective trusts arising thereunder) or insurance funds maintained by the City, such merger, consolidation or division to be on such terms and conditions as Council may determine appropriate, such determination to be conclusively deemed to be evidenced by the passage of such by-law, and such merger, consolidation or division may be effective retroactive to a date prior to the date such by-law is passed.

PROCEDURE

12. (1) No amendment, modification, variation, termination, merger, consolidation or division pursuant to either or both of sections 10 and 11 of this By-law shall be made without prior submission to the Board which shall, within one month of receipt thereof, provide to Council a written report on the proposed amendment, modification, variation, termination, merger, consolidation or division.
- (2) On the expiration of one month from the date of the submission to the Board, the proposed amendment, modification, variation, termination, merger, consolidation or division, together with the report, if any, received from the Board, may be placed before Council. Council shall not vote on the proposal until the expiration of at least one further month.
- (3) If the Board reports to Council that it does not approve of the proposed amendment, modification, variation, termination, merger, consolidation or division, it shall not be passed unless, in a recorded vote, two-thirds of the members of the whole Council vote in favour of the proposed amendment, modification, variation, termination, merger, consolidation or division.
- (4) No amendment, modification, variation, termination, merger, consolidation or division of the Plan shall be made until Council has received a report thereon from a Fellow of the Canadian Institute of Actuaries.

EFFECTIVE DATE

13. Notwithstanding the date this By-law is passed, this By-law shall be deemed to come into force and take effect as and from January 1, 1987.

DONE AND PASSED in Council assembled, this 17th day of April, 1991.

CITY OF WINNIPEG

POLICE EMPLOYEES' GROUP LIFE INSURANCE PLAN

Note: Amendments to this Insurance Plan which were enacted under By-law No. 5721/91 (basic coverage increased to 1.75 times salary) shall be deemed to have been in force in, from and after Pay Period #14, 1990 and shall apply to all Members who were Police Employees on or after January 1, 1990, except that:

- (a) a Member who was insured for 2 times Annual Salary immediately prior to Pay Period #14, 1990 shall continue to have optional additional insurance coverage of 0.5 times Annual Salary and, if the Member does not elect to increase his or her insurance coverage of 3 times Annual Salary in accordance with subsection 3(2) of the Plan, as amended, shall cease to have optional additional insurance coverage effective as of the last day of 1990 Taxation Year, and
- (b) a Member who was insured for 3 times Annual Salary immediately prior to Pay Period #14, 1990 shall continue to have optional additional insurance coverage of 1.5 times Annual Salary until the last day of the 1990 Taxation Year, unless the insurance coverage reduces or terminates at an earlier date.

SCHEDULE A TO BY-LAW NO. 5643/91
OF THE CITY OF WINNIPEG

POLICE EMPLOYEES' GROUP LIFE INSURANCE PLAN

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SCHEDULE A TO BY-LAW NO. 5643/91
OF THE CITY OF WINNIPEG

SECTION 1 - DEFINITIONS

In this Plan:

"Actuary" means a person who is a Fellow of the Canadian Institute of Actuaries, appointed by the Board for the purpose of the Plan;

"Annual Earnings" means 26 times the Member's Average Bi-weekly Earnings;

"Annual Salary" means the base salary of a Member in the Member's confirmed rank as of the first Pay Period of the Taxation Year multiplied by twenty-six;

"Approved Leave Of Absence For Union Business" means a period approved by the Board during which the Member receives remuneration from a union, but does not participate in a pension plan for union employees;

"Assumed Earnings" means:

- (a) for a Member who is a Disabled Member, the remuneration which the Member would have received from the City had the Member continued to be employed in the Position Regularly Occupied by the Member immediately prior to the date disability commenced, less the Member's Employment Earnings, if any;
- (b) for a Member who is on Approved Leave Of Absence For Union Business, all or a portion of the remuneration received by the Member during such absence;
- (c) for any Member who is on an Eligible Period Of Temporary Absence, the remuneration which the Member would have received from the City had the Member continued to be employed in the Position Regularly Occupied when granted leave of absence, less the Member's Employment Earnings, if any;

"Average Bi-weekly Earnings" means the Member's average Earnings for the 13 Pay Periods immediately prior to the date as at which the calculation is being made. If the Member did not receive Earnings in each of these 13 Pay Periods, the Member's Earnings for the period covered by these Pay Periods shall be divided by the number of Pay Periods for which the Member received Earnings;

"Board" means the "Winnipeg Police Pension Board" created and established under section 4 of By-law No. 6253/93;

"City" means The City of Winnipeg;

"Disabled Member" means:

- (a) a Member who is in receipt of benefits under the Police Long Term Disability Plan, or
- (b) a Member who, in the opinion of the Board, would otherwise qualify for benefits under the Police Long Term Disability Plan but is not an eligible employee under that plan;

"Earnings" means the total of a Member's Employment Earnings and Assumed Earnings. A Member's Earnings shall be considered as having been earned in equal instalments throughout the Taxation Year;

"Eligible Period of Temporary Absence" means a period throughout which a Member does not render services to the City by reason of a leave of absence, or any other circumstances acceptable to the Minister of National Revenue and approved by the City other than a period any part of which is a period during which the Member is Disabled or is on Approved Leave of Absence For Union Business;

"Employment Earnings" means the remuneration paid to an Employee by the City. Employment Earnings shall include periodic payments from Workers' Compensation while Disabled;

"Insurance Company" means a company licensed to carry on the business of insurance within the Province of Manitoba appointed by the City to provide benefits under the Plan;

"Insurance Fund" means the Police Employee's Group Life Insurance Fund established for the Plan in accordance with the terms of this By-law;

"Member" means a Police Officer who joined the Plan in accordance with section 2;

"Pay Period" means for a Police Officer, the period used by the City to determine the dates on which earnings are paid, and for a retired Police Officer it means the period used by the Board to determine the dates on which pensions are normally paid;

"Plan" means the Police Employee's Group Life Insurance Plan established in accordance with this By-law;

"Police Long Term Disability Plan" means the Long Term Disability Plan sponsored by the Winnipeg Police Association;

"Police Officer" means a member of the Winnipeg Police Association or of the Winnipeg Police Senior Officers' Association or chief and deputy chief of the Winnipeg Police Service;

"Position Regularly Occupied" means the position occupied by the Member on the permanent establishment list, or if he or she is employed in a temporary or a seasonal position, on the seniority list as maintained by the City. If the Position Regularly Occupied by the Member becomes redundant, for the purpose of determining benefits under this Plan, the Board shall designate the position to be used.

"Prior Group Insurance Fund" means the insurance fund established under By-law No. 1125/75 to fund the Prior Group Insurance Plan;

"Prior Group Insurance Plan" means the group insurance benefits made available by the City to Police Officers prior to the effective date of this By-law;

"Taxation Year" means all of the Pay Periods of a Member which end in the same calendar year;

"Winnipeg Police Association" means that Association certified under The Labour Relations Act for Manitoba by the Manitoba Labour Board on the 16th day of March, 1972, under Certificate No. MLB-2402, as the certified bargaining agent for a unit described as follows:

"All police officers employed by the City, up to and including each person whose name is shown in Appendix A to this Schedule.";

"Winnipeg Police Senior Officers' Association" means that Association certified under The Labour Relations Act for Manitoba by the Manitoba Labour Relations Board on the 9th day of May, 1972, under Certificate No. MLB-2309, who are senior officers of the rank of Inspector or higher, employed in The City of Winnipeg Police Service."

SECTION 2 - ELIGIBILITY AND MEMBERSHIP

Prior Plan Members

- (1) Each Police Officer who was a member of the Prior Group Insurance Plan on December 31, 1986 shall become a Member on January 1, 1987.

amended 6468/94

New Police Employees

- (2) Each Police Employee who was not a member of the Prior Group Insurance Plan on December 31, 1986 shall, as a condition of employment, become a Member on the first day of the Pay Period immediately following the completion of three months' employment as a Police Employee.

amended 6468/94

Transferring Civic Employees

- (3) Notwithstanding subsection (2), an Officer, as defined in By-law No. 5644/91, shall become a Member on the earlier of the first day of the Pay Period coincident with or immediately following the date the Employee becomes a Police Employee.

amended 6468/94

Commencement of Insurance

- (4) A Police Officer's insurance commences under the Plan on the day the Police Officer becomes a Member.

amended 6468/94

SECTION 3 - AMOUNT OF INSURANCE

Basic Coverage

- (1) (a) The amount of basic insurance coverage provided on the life of each Member shall be equal to 1.75 times Annual Salary.

amended 5721/91, 6468/94

- (b) Effective December 26, 1993, the amount of basic coverage provided on the life of each Member shall be equal to 2 times Annual Earnings.

amended 6468/94

Optional Additional Coverage

- (2) A Member may elect to increase insurance coverage to 3 times Annual Earnings.

amended 5721/91, 6468/94

Post-Retirement Coverage

- (3) When a Member retires, insurance coverage continues at an amount equal to a percentage of the basic insurance coverage, excluding any optional additional insurance, on the Member's life at the Member's retirement date. The percentage is determined as follows:

- (a) from the first day of the Pay Period immediately following the Pay Period in which the Member retires up to and including the last day of the Pay Period in which the Member attains age sixty-five, it is 50%;
- (b) from the first day of the Pay Period immediately following the Pay Period in which the Members attains age sixty-five to the last day of the Pay Period in which the Member attains age seventy, it is 25%; and
- (c) on or after the first day of the Pay Period immediately following the Pay Period in which the Member attains age seventy, it is 15%.

Payment of Insurance

- (4) The amount of insurance on a Member's life shall, on death, be paid to the designated beneficiary or estate in accordance with subsection 9(2).

SECTION 4 - CHANGES IN AMOUNT OF INSURANCE

Increase in Coverage

- (1) A Member who is insured for 2 times Earnings and who elects to increase insurance coverage to 3 times Annual Earnings must obtain and complete the form prescribed by the Board and provide evidence of insurability satisfactory to the Insurance Company.

amended 5721/91, 6468/94

Reduction of Coverage

- (2) A Member who is insured for 3 times Annual Earnings and who elects to reduce this insurance coverage to 2 times Annual Earnings must obtain and complete the form prescribed by the Board.

amended 5721/91, 6468/94

Commencement of Changes in Coverage

- (3) A change in the amount of a Member's insurance coverage will take effect on the first day of the Pay Period for which the Member first makes contributions for the changed amount provided the Member has completed the form prescribed by the Board.

On Termination of Employment

- (4) If a Member's employment with the City terminates other than as a result of retirement or if eligibility terminates under section 2, the insurance coverage terminates on the last day of the Pay Period for which the Member has made contributions or contributions were made on the Member's behalf to the Plan.

On Retirement

- (5) If a Member's employment with the City terminates as a result of retirement, the Member's insurance shall continue in effect at a reduce amount in accordance with subsection 3(3) unless the Member elects not to continue to participate in the Plan. A Member who does not wish to participate in the Plan after retirement must indicate this choice to the Board on the form prescribed by the Board for this purpose. In such event, insurance will terminate on the last day of the Pay Period for which the Member made contributions.

Conversion to Individual Policy

- (6) When a Member's insurance coverage reduces or terminates as a result of retirement, or if the Member's employment with the City terminates, the Member may obtain an individual policy of life insurance from the Insurance Company. No evidence of insurability is required if the Member applies for this policy within thirty-one days of the day insurance coverage under the Plan terminated or was reduced. This insurance policy may be for an amount of insurance which is equal to or less than the amount which terminated.

Death Within 31 Days

- (7) If a Member dies within thirty-one days after insurance coverage terminated or was reduced, the amount of insurance in effect under the Plan on the life of the Member at the date the insurance terminated or was reduced shall be paid to the beneficiary or estate in accordance with subsection 9(2).

SECTION 5 - CONTRIBUTIONS

Member's Basic Coverage Contributions

- (1) Each Member, other than a Disabled Member, shall contribute each Pay Period in respect of basic insurance coverage, at a rate prescribed by the Board based on the recommendation of the Actuary and reviewed at least once every three years.

Optional Additional Coverage Contributions

- (2) Each Member who has optional additional insurance coverage in accordance with subsection 3(2) shall contribute each Pay Period, in respect of the additional insurance, at a rate prescribed by the Board based on the recommendation of the Actuary and reviewed at least once every three years.

Retired Member's Contributions

- (3) Each retired Member who continues to participate in the Plan after retirement in accordance with subsection 3(3) shall contribute, each Pay Period, at the same rate as is prescribed by the Board under subsection (1).

Deduction of Member's Contributions

- (4) A Member shall contribute by payroll deduction. Contributions of a retired Member shall be deducted bi-weekly from the retirement pension received as a result of employment by the City.

City's Contributions

- (5) The City shall contribute each Pay Period at a rate prescribed by the Board based on the recommendation of the Actuary and reviewed at least once every three years.

Leave of Absence, Strike or Lockout

- (6) (a) A Member may continue insurance coverage when on approved leave of absence, strike or lockout by electing to do so on the form prescribed by the Board for this purpose. The form must be submitted to the Board within thirty-one days of the commencement of leave of absence, strike or lockout. The contributions made by or for the Member if the Member elects to continue insurance coverage during such period, shall be at the same combined rate as the Member and the City would have contributed had the leave of absence, strike or lockout not occurred, in a manner prescribed by the Board.
- (b) If a Member does not elect to continue insurance coverage on an approved leave of absence, strike or lockout, the Member's insurance coverage shall terminate on the last day of the Pay Period for which the Member has made contributions or contributions were made on the Member's behalf to the Plan.

Return to Work after Leave of Absence, Strike or Lockout

- (7) Where the Member did not elect to continue insurance coverage on an approved leave of absence, strike or lockout and the Member returns to work immediately following the approved leave of absence, strike or lockout, the Member's insurance coverage shall resume at the same multiple of Annual Earnings as was in effect immediately prior to the leave of absence, strike or lockout.

amended 6468/94

SECTION 6 - DISABILITYContinued Coverage

- (1) The amount of insurance coverage provided on the life of a Disabled Member shall be the same amount of insurance coverage as was in effect immediately prior to the Member becoming a Disabled Member. Effective from the first Pay Period of each subsequent Taxation Year, the insurance coverage will be redetermined in accordance with the Annual Earnings for a Member of the same confirmed rank as the Disabled Member immediately prior to the Member becoming a Disabled Member.

amended 6468/94

Contributions

- (2) (a) Neither the City nor the Disabled Member shall contribute to the Plan for basic insurance coverage provided under subsection 3(1).
- (b) The Disabled Member shall contribute each Pay Period in respect of additional insurance provided under subsection 3(2), if any, at a rate prescribed under subsection 5(2).

- (c) On the earlier of the Disabled Member's retirement, or attainment of age sixty, the Disabled Member's contributions for basic insurance shall resume.

Recovery from Disability

- (3)
 - (a) If a Disabled Member returns to employment with the City, the Member shall recommence making contributions in accordance with section 5.
 - (b) If a person ceases to be a Disabled Member and does not retire and does not return to work, the insurance coverage terminates on the last day of the Pay Period in which the person was a Disabled Member and he or she will be entitled to obtain an individual policy of life insurance in accordance with subsection 4(6).

Retirement

- (4) If a Disabled Member retires or attains age 60, the Member's insurance coverage shall be determined in accordance with subsection 3(3).

SECTION 7 - TRANSFERS

Transfer from Civic Plan

- (1) Where, immediately prior to becoming a member of this Plan, a Member was a member of the Civic Employees' Group Life Insurance Plan established under By-law No. 5644/91 and was insured under that plan for 3 times annual earnings, the Member shall be insured under this Plan for the same multiple of Annual Earnings and no evidence of insurability shall be required.

amended 5721/91, 6468/94

Transfer to Civic Plan

- (2) Where a Member ceases to be eligible to be a Member of this Plan as a result of becoming eligible to join the Civic Employees' Group Life Insurance Plan established under By-law No. 5644/91, the Member shall not be entitled to obtain an individual policy of life insurance in accordance with subsection 4(6) and subsection 4(7) shall not apply.

SECTION 8 - INSURANCE FUND

Payments into the Insurance Fund

- (1) All contributions made by the Members, the retired Members and the City on behalf of Members shall be paid into the Insurance Fund by the City within four weeks of the date on which the deductions are made. All other contributions shall be paid directly into the Insurance Fund.

Payments out of the Insurance Fund

- (2) Except as otherwise provided under the Plan, payments shall be made out of the Insurance Fund only to pay premiums to the Insurance Company as required to provide the benefits under this Plan or to pay reasonable expenses relating to the administration of the Plan.

Initial Assets

- (3) Effective December 31, 1986, the assets of the Prior Group Insurance Fund which are attributable to Members of this Plan, shall be transferred into the Insurance Fund and shall be deemed for all purposes to be assets of the Insurance Fund as of January 1, 1987.

Actuarial Valuations

- (4) In accordance with subsection 5(10) of this By-law, the Board shall cause an actuarial valuation of the Plan to be made at least once every three years.

SECTION 9 - GENERAL

Information for Police Officers

amended 6468/94

- (1) Each Member and eligible Police Officer shall receive a written explanation of the terms and conditions of the Plan and amendments thereto, together with an explanation of the Member's rights and duties with respect to the benefits provided and such other information as may be prescribed by the Board.

amended 6468/94

Beneficiary Designation

- (2) A Member may designate any person to be a beneficiary, and the Member may change the beneficiary at any time, subject to the laws governing such matters, by completing the form prescribed by the Board for this purpose. If no beneficiary has been designated by the Member or if the beneficiary designated has died and no beneficiary has been subsequently designated by the Member, any amount which otherwise would have been paid to the Member's beneficiary shall instead be paid to the estate of the Member.

SECTION 10 - AMENDMENT, TERMINATION, MERGER OR DIVISION

Procedure

- (1) The provisions pertaining to the amendment, modification, variation, termination, merger, consolidation or division of the Plan, and any trust arising hereunder, shall be those set forth in sections 10, 11 and 12 of this By-law.

Disposition of Insurance Fund on Plan Termination

- (2) In the event the Plan is terminated, the Board shall cause an actuarial report to be made on the status of the Insurance Fund as at the date of the termination of the Plan. The report shall provide recommendations to the Board to allocate the assets of the Insurance Fund, if any, among beneficiaries and contributors to the Insurance Fund, including the City, to transfer the assets to a successor plan, or to purchase policies of paid-up life insurance on the lives of the Members, in accordance with any applicable laws.

APPENDIX A TO SCHEDULE A OF BY-LAW NO. 5643/91

amended 6468/94

Appendix A to Schedule A of By-law No. 5643/91 is appended to the original by-law which is kept on file in the City Clerk's Department.