

TORONTO POLICE
Widows & Orphans Fund
First to respond *since 1952*

MEMBER BENEFIT RULES BOOKLET 2023



TORONTO POLICE WIDOWS & ORPHANS FUND



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1. INTRODUCTION

The Toronto Police Widows & Orphans Fund, referred to in this document as TPWOF, the Fund, the insurer, we, our or us, is a fraternal benefit society serving our Members since 1952. The Fund was created for the sole benefit of Members of the Toronto Police Services.

In this document, a Member is also referred to as you or yours.

The rules set forth in this document have been approved by the Board of Directors of the Fund, pursuant to the by-laws of the Fund. This document provides information on membership eligibility in the Fund, Members' Benefits and any conditions under which such benefits are payable.

2. MEMBERSHIP ELIGIBILITY

To be eligible for membership in the Fund you must meet the following requirements on the date of your application:

- be less than sixty (60) years old; and
- be an active employee of the Toronto Police Services Board ("TPSB"), including uniform and civilian employees.

3. BECOMING A MEMBER

A Member is an individual who:

- satisfies the membership eligibility requirements, as set out above;
- completes and submits the following information to the Fund:
 - a membership application within the first one hundred eighty (180) days from the date of hire by TPSB; or
 - a membership application, including a medical questionnaire, after the first one hundred eighty (180) days from the date of hire by TPSB;
- obtains membership approval from the Fund; and
- pays Membership Dues, as required.

If you have any questions or comments, contact us through the information provided on page 15 or the back cover of this booklet. For explanation of some of the terms used in this booklet, see pages 14-15.

4. EFFECTIVE DATE OF MEMBERSHIP

The effective date of your membership will be the later of the following dates:

- (a) the date your membership application is approved by the Fund; or
- (b) the date your first Membership Dues have been paid.

The effective date of your membership will be indicated in your Confirmation of Membership. All periods begin and end at 12:01 a.m. Eastern Standard Time (ET).

5. CONFIRMATION OF MEMBERSHIP

You will receive the Confirmation of Membership within fourteen (14) days after your application for membership with the Fund has been received and approved by us, in the delivery method you selected at the time of the application.

6. YOUR CONTRACT

Your contract consists of:

- (a) the instrument of incorporation of the Fund, its by-laws and rules, and the amendments made from time to time to any of them;
- (b) membership application, including any medical questionnaire or statement, if applicable; and
- (c) the Confirmation of Membership evidencing your membership, if such confirmation was provided to you.

Your contract may be amended by us at any time.

You will be given thirty (30) days prior written notice of any amendment, in the delivery method you selected at the time of your application for membership, if applicable, and through the TPWOF website at www.tpwof.ca. If you have provided us your contact information and have chosen to receive communications from us electronically, you will be deemed to have received such notice on the day we send it to you. If you have chosen to receive communications from us by mail, you will be deemed to have received such notice on the fifth day, that is not a Saturday, Sunday or any statutory holiday in Ontario, after it is mailed to your address, as it appears on file. If you have not provided us your contact information, you will be deemed to have received such notice through our website 30 days prior to the date that an amendment takes effect.

7. MEMBERSHIP TIME IN THE FUND

Membership Time in the Fund is an important factor to determine Members' Benefits amounts.

Membership Time in the Fund is calculated as the total number of months that a Member participates in the Fund and maintains his/her membership status in good standing.

A Member's membership status is in good standing when membership Dues are paid, or the Member is entitled for Waiver of Dues Benefits.

8. CATEGORIES OF MEMBERS

There are three categories of Members of the Fund, Active Members, Inactive Members and Retired Members.

(a) Active Members

An Active Member is a Member who:

- (i) pays the Membership Dues, as required; or
- (ii) receives Waiver of Dues Benefits as a result of being on Central Sick Bank Leave.

For greater certainty, a Member who is on a leave of absence but does not qualify for Waiver of Dues Benefits shall pay the Membership Dues monthly or quarterly, by the fifteenth day of each month or by the fifteenth day of the first month of each quarter, as applicable, during the entire period of such Member's leave of absence in order to maintain the Active Member membership status.

(b) Inactive Members

An Inactive Member is a Member who is not actively working, does not qualify for Waiver of Dues Benefits and does not pay the Membership Dues within 30 days of the payment due date until such Member resumes payment of Membership Dues.

(c) Retired Members

A Retired Member is a Member who, at the time that his/her membership status is being evaluated by the Fund, is an Active Member and satisfies one of the following:

- (i) must have retired from the TPSB;
- (ii) has resigned from the TPSB and has been a Member with the Fund for at least 300 months; or
- (iii) has resigned from the TPSB and has achieved the minimum age required under the employment agreement for uniform employees of TPSB.

9. TYPES OF BENEFITS

All types of Member Benefit amounts will be determined based on the date of the event that caused such benefit to become payable and in accordance with the Schedule of Benefits in effect on such date.

(a) Active Members Benefits

For the purpose of determining the Active Member Death Benefits amounts, the time during which an Active Member qualifies for Waiver of Dues Benefits as a result of being on Central Sick Bank, will count towards such Member's Membership Time in the Fund.

(i) Regular or Modified Death Benefits

In the unfortunate event of the death of an Active Member as a result of natural and/or accidental causes, his/her Beneficiary/ Beneficiaries will be paid one of the following amounts, as applicable:

- (1) the full amount of the Regular Death Benefit set out in Schedule B, if the Member joined the Fund before age 45; or
- (2) the Modified Death Benefit amount set out in Schedule B, if the Member joined the Fund at age 46 to 60.

(ii) Double Indemnity Death Benefit

In the unfortunate event of an Active Member's death, and upon approval of such death as a Line of Duty Death by the Board of Directors, such Member's Beneficiary will be entitled to the Double Indemnity Death Benefit amount, which is equal to double the applicable Regular Death Benefit or Modified Death Benefit set out in Schedule B.

In certain cases, the Board of Directors, may, on its own initiative or upon a reasonable request, review and consider the death circumstances of an Active Member and decide, based on approved guidelines, whether such event qualifies as a Line of Duty Death. Such decisions made by the Board of Directors are final, unless new evidence is presented within 180 days of the initial decision, in which case the Board may re-assess its final decision.

(iii) Bonus Death Benefit

In addition to the Regular Death Benefit, Modified Death Benefit or Double Indemnity Death Benefit, Members' Beneficiaries may be paid a discretionary Bonus Death Benefit, as determined and reviewed annually by the Board of Directors of the Fund, and as specified in Schedule B.

(iv) Endowment Benefit

All Active Members of TPWOF are eligible for the Endowment Benefit, a one-time benefit payment, subject to a Surrender Charge, if applicable, and in such amounts as set out in Schedule B. Active Members that cease to be members of TPWOF as a result of any of the following events, are subject to a Surrender Charge:

- resignation from TPSB if the membership time in the Fund is less than 300 months;
- resignation from the TPSB before achieving the minimum age required under the employment agreement for uniform employees of TPSB;
- termination from TPSB; or
- cancellation of membership in the Fund.

The Surrender Charge is equal to the Endowment Benefit amount that the Member would have been paid if qualified as a Retired Member or as a result of death. As a result, the amount of Endowment Benefit payable to Active Members that are subject to a Surrender Charge shall always be \$0.00.

For the purpose of determining the Endowment Benefit amount, the time during which an Active Member qualified for Waiver of Dues Benefits as a result of being on Central Sick Bank, and the time during which membership in the Fund was frozen, does not count towards such Member's Membership Time in the Fund.

(v) Will Reimbursement Benefits

An Active Member may be eligible for the Will Reimbursement Benefits, a discretionary benefit, as determined and reviewed annually by the Board of Directors of the Fund and specified in Schedule B.

For greater certainty, an Active Member may be reimbursed for costs related to his/her will or power of attorney incurred after becoming a Member of the Fund. The amount payable to the Member will be equal to the lesser amount between the preparation fee or the amount set out in Schedule B.

In the event that a Member incurs another expense to change or replaces his/her will or power of attorney after April 1, 2021, such Member is also eligible for a second reimbursement in the amount set out in Schedule B. These two reimbursements are for separate transactions and cannot be combined.

(vi) **Waiver of Dues Benefits**

A Member on Central Sick Bank Leave, upon providing satisfactory evidence to the Fund, will not be required to pay Membership Dues until such Member returns to full-time or part-time employment and continues to be an Active Member. For greater certainty, this benefit continues during the time that the Member is under a modified work plan.

For the purpose of determining the Active Member Death Benefit amount, the time during which an Active Member qualifies for Waiver of Dues Benefits as a result of being on Central Sick Bank, will count towards such Member's Membership Time in the Fund.

For the purpose of determining the Endowment Benefit amount, the time during which an Active Member qualifies for Waiver of Dues Benefits as a result of being on Central Sick Bank does not count towards such Member's Membership Time in the Fund.

(b) **Retired Members Benefits**

(i) **Waiver of Dues Benefit**

On retirement from the TPSB, a Retired Member will no longer be required to pay Membership Dues. The membership will be considered a paid-up membership and such Member's Beneficiary, when the Retired Member dies, will be paid the applicable Retired Member Death Benefit.

(ii) **Death Benefit**

In the unfortunate event of a Retired Member's death, such Member's Beneficiary will be paid one the following amounts, as applicable:

- (1) the full amount of the Retired Members Death Benefit set out in Schedule B, if such Retired Member's Membership Time in the Fund was 300 months or longer;
- (2) the pro-rated amount of the Retired Members Death Benefit set out in Schedule B, if such Retired Member's Membership Time in the Fund was less than the 300 months. For example, upon the death of a Retired Member whose Membership Time in the Fund was 250 months, his/her Beneficiary will receive $250 / 300$ or 83.3% of the Retired Members Death Benefit amount set out in Schedule B; or

- (3) the modified pro-rated amount of the Retired Members Death Benefit set out in Schedule B, if such Retired Member's Membership Time in the Fund was less than the 300 months and such Member joined the Fund after age 45. For example, upon the death of a Retired Member whose Membership Time in the Fund was 250 months and the Member joined the Fund at age 50, his/her Beneficiary will receive 87% of the pro-rated amount of the Retired Members Death Benefit set out in Schedule B.

(iii) **Bonus Death Benefit**

In addition to the Death Benefit, Retired Members' Beneficiaries may be paid a discretionary Bonus Death Benefit, as determined and reviewed annually by the Board of Directors of the Fund, and as specified in Schedule B.

(iv) **Will Reimbursement Benefits**

A Retired Member may be eligible for the Will Reimbursement Benefits, a discretionary benefit, as determined and reviewed annually by the Board of Directors of the Fund and specified in Schedule B.

For greater certainty, a retired Member may be reimbursed for costs related to his/her will or power of attorney incurred after becoming a Member of the Fund. The amount payable to the Member will be equal to the lesser amount between the preparation fee or the amount set out in Schedule B.

In the event that a Member incurs another expense to change or replace his/her will or power of attorney after April 1, 2021, such Member is also eligible for a second reimbursement in the amount set out in Schedule B. These two reimbursements are for separate transactions and cannot be combined.

(c) **Inactive Members Benefits**

In the course of their employment with TPSB and Membership in the Fund, Members may be absent from work for various reasons. This section provides information for Inactive Members and does not apply to Members on Central Sick Bank Leave, who are eligible for Waiver of Dues Benefits, which allows them to be considered Active Members.

During the time that a Member is absent from work, does not qualify for Waiver of Dues Benefits and does not pay the Membership Dues within 30 days of the payment due date, his/her membership in the Fund is frozen. As a result, in the unfortunate event of such Member's death, his/her Beneficiary is not entitled to receive the Death Benefit, otherwise payable to an Active Member.

Also, the time during which the membership remains frozen will not be calculated towards a Member's Membership Time with the TPWOF.

Upon the return of the Inactive Member to paid employment or the Member's Membership Dues payment resume, membership status will be re-activated, the Member will be considered an Active Member and entitled to all Benefits applicable to Active Members.

However, if an Inactive Member ends his/her employment with the TPSB while his/her membership is frozen and satisfies the Fund's Retired Member requirements, such Member may be eligible for the Retired Member Benefits.

10. MEMBERSHIP DUES

(a) Dues

Dues for all TPWOF Benefits are as determined and reviewed annually by the Board of Directors of the Fund and specified in Schedule A.

Dues rates for Members joining the Fund (Join Age) are a percentage of a First-Class Constable's salary.

A Member must pay his/her Membership Dues in order to maintain his/her membership in good standing, unless receiving Waiver of Dues Benefits. In the event that Membership Dues remain unpaid or paid incorrectly due to an administrative error, the Fund reserves the right to correct such error and the Member shall take any necessary actions, as notified and instructed by the Fund.

A Retired Member will no longer be required to pay Membership Dues and his/her membership remains in good standing for life.

(b) Grace Period

After the first Dues have been paid, the Fund allows Members who pay the Membership Dues through another method of payment other than being deducted from payroll a 30-day Grace Period to pay dues in default.

During the Grace Period the membership will remain active. The Member will be liable for the payment of the dues of all unpaid amounts. If the unpaid Dues are not paid by the fifteenth day following the end of the Grace Period, membership in the Fund will terminate, unless a Member is approved to receive Waiver of Dues Benefits or his/her Membership is Inactive.

11. TERMINATION OF MEMBERSHIP

A Member's membership in the Fund will terminate on the earliest of the following dates:

- (a) the date of a Member's death;
- (b) the date a Member's employment with the TPSB terminates, if not retiring;
- (c) the date a Member resigns from the TPSB and has been a Member of the Fund for less than 300 months;
- (d) the due date of the first unpaid Dues, after the Grace Period, unless a Member is approved to receive Waiver of Dues Benefits or his/her Membership is Inactive;
- (e) fifteen days following the date a Member notifies us in writing about terminating his/her membership in the Fund; or
- (f) the Fund is liquidated.

12. CLAIMING DEATH BENEFITS

In the event of a death benefit claim, Beneficiaries shall notify the Fund by calling us at **(416) 502-8711** and must provide proof of a Member's death, including any other information that the Fund may require.

Every action or proceeding against the Fund for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*. The Beneficiary is responsible for any costs of submitting proof of claim documents.

13. PAYMENT OF DEATH BENEFITS

Upon receiving notification of a Member's death, the Fund will initiate the process of paying the applicable death benefit amount as follows:

- (a) reimburse expenses for funeral and/or cremation, up to the maximum Death Benefit of the Member, if such Member has authorized the Fund to "Pay Funeral First"; and
- (b) when applicable, if the death benefit amount exceeds the amounts payable under section 13(a), determine and issue payment to the Member's Beneficiary/Beneficiaries, in accordance with the Member's Beneficiary designation, i.e., to the Primary Beneficiary, if living. If not, to the Alternate Beneficiary, if living, or to the Estate of the Member.

Claim payments will be made within 10 days of receiving proper notification of a claim and the supporting documents, as required by the Fund.

14. PAYMENT OF ENDOWMENT RETIREMENT BENEFIT

Close to a Member's retirement or in the unfortunate event of an Active Member's death, TPSB notifies the Fund of such Member's retirement or death date, as applicable. Upon such notification, the Fund determines the Member's payable Endowment Benefit amount and will process the benefit payment within 30 days of such notification date.

The Retired Member is responsible to provide the Fund with his/her updated contact information. If a Member or a Member's beneficiary does not receive payment of the Endowment Benefit within 30 days of the notification date, he/she should contact the Fund at **(416) 502-8711** or email at Admin@TPWOF.ca.

15. PAYMENT OF WILL REIMBURSEMENT BENEFITS

For payments of Will Reimbursement Benefits, a Member shall submit a written request to the Fund via email to Admin@TPWOF.ca, including evidence of the expense incurred to prepare/change the will (e.g., copy of the will or power of attorney preparation invoice) and include his/her complete name, badge number, and mailing address. The Fund will process the payment accordingly.

16. HOW TO NOTIFY THE FUND OF A LEAVE OF ABSENCE

A Member is required to notify the Fund prior to or upon starting any leave of absence and provide the following information, if applicable:

- (a) the start date of the leave of absence;
- (b) the return-to-work date, if known; and
- (c) a fully completed and executed Central Sick Bank Employer Authorization Form, which does not collect any health information.

In the event that a Member, while on leave, does not qualify for Waiver of Dues Benefits and wishes to maintain his/her Death Benefit, the Member shall arrange for payment of Membership Dues during the entire period of the Leave.

17. HOW TO CANCEL MEMBERSHIP

You may cancel your membership at any time by completing the TPWOF Cancellation Form. To request this form, you may contact us as follows:

By Phone: **(416) 502-8711**

By Email: Admin@TPWOF.ca

Upon receiving the Cancellation Form, the Fund will process termination of your membership within fifteen days following the date you signed such Form.

If your notice of cancellation is received within 30 days of the Effective Date of Membership, such membership will be considered never to have been in force and all Dues paid, if applicable, will be refunded.

18. HOW IS YOUR PERSONAL INFORMATION TREATED?

We recognize and respect your right to privacy. A copy of our Privacy Policy is available in our website at Admin@TPWOF.ca. If you have questions about our policies and practices related to your personal information, you may contact us, as follows:

By e-mail: ChiefPrivacyOfficer@TPWOF.ca

By mail: **200-2075 Kennedy Rd., Toronto, ON M1T 3V3**

You may exercise certain rights of access and rectification with respect to the personal information in your file by sending a request in writing to us. If you request access to, or correction of, your personal information, we will reply to you within 30 days. We may require a reasonable charge, in advance, for reproduction and transmission of any information we provide.

19. OTHER IMPORTANT INFORMATION

(a) **Suicide**

In the unfortunate event that a Member commits suicide within 24 months of the Effective Date of Membership, such Member's Beneficiary/Beneficiaries is/are not entitled to Death Benefits. In such case, the Fund will refund to the Member's Beneficiary/Beneficiaries all Membership Dues paid.

(b) **Misrepresentation**

The Fund reserves the right, within 2 years of the Effective Date of Membership, to render the membership in the Fund null and void, if a Member's application:

- (1) included a Medical Questionnaire;
- (2) was submitted to the Fund on or after May 14, 2021; and
- (3) the Fund becomes aware that you failed to disclose or misrepresented a fact required to be disclosed under the *Insurance Act (Ontario)*.

However, the Fund reserves the right, at any time, to deny a death claim if there is any evidence of fraud related to such disclosure or misrepresentation of a fact required to be disclosed under the *Insurance Act (Ontario)*.

(c) **Currency**

All payments to be made shall be payable in the lawful currency of Canada.

(d) **Prohibition against Assignment**

You cannot assign or give your rights and interests with respect to your membership with TPWOF to anyone else.

(e) **Limitation of Actions**

Every action or proceeding against the Fund for the recovery of insurance money payable under Benefits terms and conditions is absolutely barred unless commenced within the time set out in the *Limitations Act (Ontario)*.

(f) **Complaint Procedures**

If you have a complaint or inquiry about any aspect of your membership, please call

(416) 502-8711

between 9:00 a.m. and 5:00 p.m. (ET),

Monday to Friday.

If for some reason you are not satisfied with the resolution of your complaint or inquiry, you may communicate the complaint or inquiry in writing to:

Ombud Service for Life and Health Insurance

401 Bay Street, PO Box 7

Toronto, ON M5H 2Y4

20. EXPLANATION OF TERMS USED IN THIS BOOKLET

“Beneficiary” means a Member’s beneficiary or beneficiaries, as designated by the Member, and in absence of such designation, the Estate of the Member;

“Bonus Death Benefit” means a discretionary benefit payable on death of an Active or Retired Member, as specified in these Rules.

“Central Sick Bank Leave” means an approved leave of absence due to a work-related illness/accident, during which an Active Member is on long-term disability.

“First-Class Constable” means a constable who has served for a period of at least one (1) year as a Second-Class Constable and who has been recommended for reclassification to First Class Constable by the Chief of Police and such reclassification has been approved by the Board.

“Death Benefit” means benefit payable on death of an Active or Retired Member, as specified in these Rules, and include regular and modified death benefits.

“Grace Period” means the 30-day period after the first Dues have been paid, during which a Member is allowed to pay Dues in default and maintain his/her membership in the Fund.

“Member(s)” means a member of the Fund who satisfies the Fund membership eligibility requirements and includes Active, Inactive and Retired Members.

“Member Benefits” means those benefits described in the instrument of incorporation of the Fund, its by-laws and rules (this document), and the amendments made from time to time to any of them.

“Membership Dues” means the amount that a Member is required to contribute to the Fund, regularly and at minimum monthly, as set out in Schedule A.

“Membership Time in the Fund” means the time period, in months, starting on the Effective Date of Membership until the date that the membership in the Fund terminates including the time during which a Member was approved on a Waiver of Dues Benefit, and excluding the time during which a Member was Inactive.

“Modified Death Benefit” means the benefit payable to an Active Member joining the Fund at Age 46 to 60.

“Modified Death Benefit Rate” means the rate expressed as a percentage of the Active Member Regular Death Benefit amount based on a Member’s nearest age at the time of the Effective Date of Membership, as set out in Schedule B.

“Line of Duty Death” means death caused as a direct and proximate result of a personal injury sustained in the line of duty and includes circumstances in which a member although may be off-duty, acts in direct response to an emergency situation involving the general public or a violation of the law.

21. TPWOF CONTACT INFORMATION

- By Phone
(416) 502-8711
9:00 a.m. to 5:00 p.m. (ET)
Monday to Friday
- By E-mail
Admin@TPWOF.ca
- By Mail
200-2075 Kennedy Road Toronto, ON M1T 3V3
- For assistance regarding a Leave of absence:
By Email: Leave@TPWOF.ca
- Pay Membership Dues while on a Leave of absence:
By Email: Finance@TPWOF.ca

SCHEDULE A

MEMBERSHIP DUES – [2023]

Membership Dues are expressed as a percentage (“Rate”) of a First-Class Constable’s Salary and are determined based on a Member’s nearest age at the time of the Effective Date of Membership, in accordance with the following chart:

Join Age	<=35	36	37	38	39	40	41	42	43	44	45-60
Rate (%)	0.30	0.32	0.35	0.38	0.40	0.46	0.49	0.53	0.55	0.58	0.60

SCHEDULE B

MEMBER BENEFITS – [2023]

The chart below sets out the amount of different type of benefits available to Active and Retired Members of the Fund.

TYPE OF BENEFITS	MEMBER CATEGORY	AMOUNT
Regular Death Benefit	Active Members (Members joining the Fund prior to Age 46)	\$50,000
Modified Death Benefit	Active Members (Members joining the Fund after Age 45)	\$50,000 multiplied by the applicable Modified Death Benefit Rate
Double Indemnity Death Benefit	Active Members (Line of Duty Death)	Double the Regular or Modified Death Benefit
Regular Death Benefits	Retired Members (Membership Time in the Fund is 300 months)	\$18,800
Pro Rata Death Benefit	Retired Members (Membership Time in the Fund is less than 300 months)	Pro-rated amount of \$18,800
Modified Pro Rata Death Benefit	Retired Members (Membership Time in the Fund is less than 300 months and Members joining the Fund after Age 45)	The applicable Pro Rata Death Benefit amount multiplied by the applicable Modified Death Benefit Rate
Bonus Death Benefit	Active and Retired Members	20% of the applicable Death Benefit Amount
Regular Endowment Benefit, payable on retirement or upon death	Active or Retired Members (Membership Time in the Fund is 300 months)	\$3,150
Pro Rata Endowment Benefit, payable on retirement or upon death	Active or Retired Members (Membership Time in the Fund is less than 300 months)	Pro-rated amount of \$3,150
Endowment Benefit subject to Surrender Charge	Active Members (Membership Time in the Fund is equal or less than 300 months)	\$0.00
Will Reimbursement Benefits – First Reimbursement	Active and Retired Members	\$200
Will Reimbursement Benefits – Second Reimbursement	Active and Retired Members	\$200

For the purpose of determining the Modified Death Benefit amounts, the Fund uses the Modified Death Benefit Rate, in accordance with the following chart:

Join Age	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
Modified Death Benefit Rate (%)	99	95	92	89	87	84	81	79	76	74	72	70	68	66	65

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Monday to Friday

By E-mail

Admin@TPWOF.ca

By Mail

200-2075 Kennedy Road Toronto, ON M1T 3V3

For assistance regarding a Leave of absence:

By Email:

Leave@TPWOF.ca

Pay Membership Dues while on a Leave of absence:

By Email:

Finance@TPWOF.ca