

**THE GROUP BENEFIT PLANS
FOR MINISTERS OF RELIGION AND LAY WORKERS OF
LUTHERAN CHURCH-CANADA AND ITS MEMBERS**

EMPLOYER SUBSCRIPTION AGREEMENT

This Agreement made as of the _____ day of _____, 201____.

BETWEEN:

LCC WORKER BENEFIT SERVICES INC.
(hereinafter referred to as “LCCWBS”)

OF THE FIRST PART

and

(hereinafter referred to as the “Employer”)

OF THE SECOND PART

LCCWBS has contracted for the issuance of a Group Term Insurance Policy (the “Policy”) by an Insurance Company (the “Insurer”) and has contracted for the issuance of or sponsorship of other group programs (the “Contracts”) including group insurance providing life insurance, extended health benefits, dental care benefits, disability benefits, and other benefits and services by selected insurers or service providers (collectively called the “Issuers”). The Policy and any replacement therefore and the Contracts in effect from time to time are collectively called the “Plans”.

The Plans permit the participation of certain employers (the “Subscribing Employers”) and their employees in the benefits and services available under the Plans.

The Employer requires that its employees participate (continue to participate) in various benefits and services available under the Plans, based on eligibility as defined in each Plan.

THE PARTIES AGREE AS FOLLOWS:

1. The terms used in this Employer Subscription Agreement shall have the same meaning as the meaning given to those terms in the respective Plans, as the context may require.
2. The Employer agrees that it will participate in the Plans as an Employer, and LCCWBS agrees to advise the Insurer and each Issuer of such Employer’s participation.
3. The Employer agrees that LCCWBS shall establish premiums and fees payable from time to time by the Employer for the coverages provided by the Plans, based upon the premiums and fees established by the then current Insurer or Issuer, which premiums and fees may be higher than the premiums and fees payable to the Insurer or Issuer by LCCWBS, and that any such difference may be retained by LCCWBS as a fee for services provided pursuant to this Agreement.
4. LCCWBS agrees to promptly remit the portion of the premiums and fees received by it from the Employer to the appropriate Insurer or Issuer for the benefits available under the Plans for the Employer’s enrolled employees.
5. The Employer acknowledges that each of the Plans have mandatory requirements, requiring the enrollment of certain employees in such Plan as of the date of their eligibility as set out in each of the Plans. The Employer agrees to make itself knowledgeable and keep current with such requirements in order to ensure that the Employer complies with the provisions of section 6 below.
6. The Employer agrees to provide each of its employees with particulars on how the employee must enroll in each of the Plans as of the effective date of his or her eligibility to participate in the Plan, and will require that each such employee enroll in each of the Plans. The Employer agrees to forward to LCCWBS the names of each such employee and the effective date of his or her eligibility to participate in a Plan together with any information or certification required of the Employer by LCCWBS with respect to the employee in order to determine the eligibility of the employee.
7. The Employer agrees to discharge all of the obligations and responsibilities required from an employer under the respective Plans or as directed by LCCWBS in order to facilitate the participation of the eligible employees of the Employer in the Plans and in particular to:
 - advise employees of their eligibility to participate in various benefits and coverages available under the respective Plans and ensure that enrollment is carried out at the appropriate time and documented in the appropriate manner;

- contribute on behalf of each employee all premiums and fees payable for the employee's participation in the Plans, such premiums and fees to be determined as set out in section 3 of this Agreement;
 - remit the premiums and fees referred to above to LCCWBS on a monthly basis together with such other documentation as may be requested by LCCWBS;
 - advise LCCWBS of any changes in employee status, employee transfers, and employee terminations; and
 - provide such information and records as may be requested by LCCWBS in order for LCCWBS to carry out its responsibilities under the respective Plans and to comply with the requirements of the Insurer and the Issuers.
8. Without limiting sections 5, 6, and 7, the Employer agrees to abide by all administrative rules and practices established or required by LCCWBS and all of the requirements of the Insurer and Issuers under the Plans.
 9. The Employer acknowledges that an Insurer or an Issuer may, from time to time, provide an experience rating refund or other rebate to LCCWBS. The Employer acknowledges that neither it nor its employees have any right, title or interest in any such payment.
 10. The Employer appoints LCCWBS to complete any forms or reports as may be required by an Insurer or an Issuer, using information and data provided to LCCWBS by the Employer.
 11. LCCWBS agrees to provide information and advice from time to time to the Employer and to its enrolled employees relating to the coverages and benefits available to such employees under the Plans and to the processes to be followed in making a claim for a benefit available under the Plans.
 12. The Employer acknowledges that the Policy and other Plans are issued on a minimum 12 month term or on a calendar year or balance of calendar year basis, and that there is no guarantee that the Policy or a Plan may be renewed at the conclusion of its present term. LCCWBS agrees to advise the Employer in the event a Policy or a Plan, or any renewal or substitution of the Policy or a Plan, is not renewed within a reasonable time of notice from the Insurer or an Issuer that the Policy or that a Plan will not be renewed.
 13. The Employer agrees that LCCWBS may from time to time arrange for changes or alterations to the Group Term Insurance Policy or to a benefits policy or benefits contract, or for issuance of an alternate group term insurance policy or alternate or additional benefits policy or benefits contract, on such terms as LCCWBS believes are in the best interests of Subscribing Employers generally, or on such terms as may be deemed appropriate by LCCWBS, in which case the terms of this Employer Subscription Agreement shall apply to the amended policy or contract or to the alternate or replacement policy or contract as if such amended policy or contract or alternate or replacement policy or contract was the Policy or a Contract, and the insurer or issuer under such amended policy or contract or alternate or replacement policy or contract shall be treated as if that insurer or issuer was the Insurer or Issuer.
 14. The Employer acknowledges that LCCWBS is not the agent of the Employer with respect to the performance by the Employer of the obligations and responsibilities required from a Subscribing Employer under the Policy and other Plans or under this Agreement. The Employer acknowledges that the Employer is responsible for ensuring that its employees are properly insured pursuant to various insurance benefits available under the Policy or benefits under a Plan, and is responsible for discharging all of the obligations and responsibilities required from an employer under the Policy and each Plan, or under this Agreement, including dealing with any errors or omissions with respect to the Employer's obligations and responsibilities as a Subscribing Employer under the Policy or other Plan or under this Agreement.

The Employer and LCCWBS have each affixed their respective seals attested to by the hands of their respective proper officers.

EMPLOYER
Name:
Mailing Address:

LCC WORKER BENEFIT SERVICES INC.
Mailing Address: 3074 Portage Avenue
Winnipeg, MB R3K 0Y2

Per: _____
President
Per: _____
Secretary

Per: _____
Chairman
Per: _____
Secretary