NAFTA Arbitration Claim on Expropriation of US Investor's Investment in Canada

At our August 25, 2016 meeting with Mark Schaan, Director General of the Marketplace Framework Policy Branch and Paul Morrison from the Corporate, Insolvency and Competition Policy Directorate, we discussed Ministry concerns about the risk of a NAFTA arbitration claim from US entities against the Federal Government if it made a retroactive legislative or regulatory change to force the Nortel Canada estate to make full top priority payment of the Nortel self-insured group long term disability plan actuarial liabilities owed to the Nortel long term disabled ("LTD").

We have concluded the risk of a successful NAFTA arbitration claim is negligible for three reasons:

Firstly, NAFTA arbitration decisions on expropriation to date indicate that investors must surmount a high jurisdictional threshold in order to bring claims before a NAFTA tribunal.

Analysis in Table 2 of this report concludes that U.S. Nortel Networks Inc. ("NNI") and U.S. bond owners of bonds issued by the Canadian entities, Nortel Networks Corporation ("NNC"), Nortel Networks Limited ("NNL") and Nortel Networks Capital Corporation do not have jurisdiction to make NAFTA arbitration claims for unpaid expropriation because they do not meet the Table 1 NAFTA Article 1139 definitions for investor and investment.

U.S. owners of bonds issued by NNC&NNL are specifically precluded from NAFTA protection because they are not affiliates of NNC&NNL. U.S. bond owners and NNC&NNL do not own shares in each other and do not have common parents.

Table 3 has a Nortel organization chart that shows that NNL wholly owns NNI, and that NNI does not have any ownership interest in a NNC&NNL either directly or through portfolio investments in their equity, debt securities or loans. We argue that NNI direct and indirect interests in the Canada estate are claims for money owed, rather than any investments in Canada.

Secondly, and in any case, the Chemtura Corp., Merrill & Ring Forestry L.P. and Pope & Ring Talbot Inc**.** NAFTA arbitration decisions set the precedent for Canadian government legislative or regulatory changes not constituting or being tantamount to expropriation, when the loss impact does not substantially deprive the investor of its investment.

All the other unsecured creditors in the Canada estate would have a cash settlement ratio of 44.5% without the EFC change, compared to the estimated 45%, or 1% loss impact, less than what they would get without the self-insured group long term disability benefit plan being prescribed as an EFC on a retroactive basis. NNI's direct interest in the IRS APA and net accounts receivable CCAA claims and its indirect interest in the NNC&NNL bond owners' CCAA claims due to its own NNI bond guaranties would therefore represent a loss of about 1% of its amount of money owed from the Canada estate. If these NNI claims were considered an

investment under investment (f) contrary to the opinion in this report, the EFC proposal represents a loss of about 1% of NNI's investment in Canada. This amount does not constitute and is not tantamount to expropriation.

Thirdly, implementation of our EFC proposal serves the public purpose of justice, humanity and compassion for the Nortel LTD and other LTD within self-insured group long term disability benefit plans at corporations currently not in bankruptcy proceedings.

The only successful NAFTA expropriation arbitration claim to date is AbitibiBowater, which the Federal Government settled for $130 million. This case is vastly different than the circumstances of a retroactive EFC and deemed financial collateral for the Nortel self-insured long term disability benefit plan. This NAFTA arbitration claim settlement cannot be a bona fide reason for the Federal Government deciding to not implement our EFC proposal.

TABLE 1

DEFINITIONS FROM NAFTA CHAPTER 11 (IN APPENDIX 1) and CHAPTER 2 (IN APPENDIX 2)

NAFTA Definitions

investor of a Party means a Party or state enterprise thereof, or a national or an enterprise of such Party, that seeks to make, is making or has made an investment;

investment of an investor of a Party means an investment owned or controlled directly or indirectly by an investor of such Party;

investment means:

(a) an enterprise;

(c) a debt security of an enterprise

(i) where the enterprise is an affiliate of the investor, or

(ii) where the original maturity of the debt security is at least three years, but does not include a debt security, regardless of original maturity, of a state enterprise;

(d) a loan to an enterprise

(i) where the enterprise is an affiliate of the investor, or

(ii) where the original maturity of the loan is at least three years, but does not include a loan, regardless of original maturity, to a state enterprise;

(f) an interest in an enterprise that entitles the owner to share in the assets of that enterprise on dissolution, other than a debt security or a loan excluded from subparagraph (c) or (d);

but investment does not mean,

(i) claims to money that arise solely from

(i) commercial contracts for the sale of goods or services by a national or enterprise in the territory of a Party to an enterprise in the territory of another Party, or

(ii) the extension of credit in connection with a commercial transaction, such as trade financing, other than a loan covered by subparagraph (d); or

(j) any other claims to money,

enterprise means any entity constituted or organized under applicable law, whether or not for profit, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, sole proprietorship, joint venture or other association

affiliate has no definition of in NAFTA.

Investopedia Definition of Affiliate

An affiliate is a type of inter-company relationship in which one of the companies owns less than a majority of the other company's stock. Affiliation can also describe a type of inter-company relationship in which at least two different companies are subsidiaries of a larger company. By way of contrast, a subsidiary is usually more than 50% owned by its parent; the parent is a majority shareholder.

TABLE 2
ANALYSIS OF NORTEL US ENTITIES HAVING JURISDICTION TO MAKE A NAFTA ARBITRATION CLAIM OF EXPROPRIATION

US Entity	Canadian Interest NNC & NNL enterprises in Canada	Investment	Investor	NAFTA Arbitration Jurisdiction
Nortel Networks Inc.= US Estate	**No Direct or Portfolio Investment**	NNI did not directly own enterprises NNC&NNL. NNI did not own an equity or debt security or loan of NNC&NNL.	NO – Not Investment (a), (b), (c), (d) (e), (g) or (h).	NO
	CCAA Claims in Canada Estate	These are claims to money that arise solely due to commercial contracts between NNI and NNC&NNL. Money owed on commercial contracts upon CCAA filing are disclaimed or resiliated and become a provable claim in the CCAA proceeding.	NO – Is (i) or (j) claims to money. Not Investment (f) because an interest in an enterprise that entitles the owner to share in the assets of that enterprise on dissolution, implies an ownership interest, not covered in (a), (b), (c), (d) or (e). Otherwise, all claims to money that become CCAA claims would be Investment (f), which is non sensible because then every $ amount owed by NNC&NNL is an a priori investment by the counter-party.	NO
	IRA-CRA APA's (1) US$2.1 B	IRA-CRA APA's relates to Transfer Pricing Agreement wherein NNI pays NNC&NNL for a share of the R&D and head office administration expenses in Canada. This inter-company claim did not exist prior to the CCAA filing date.	NO ∴ cannot be a pre-bankruptcy interest in NNC&NNL that entitled the owner of the interest to share in the assets of NNC&NNL on dissolution.	NO
	Other inter-company US$0.4 B	Net accounts receivable to NNI from NNC&NNL prior to the CCAA filing date.	NO	NO

TABLE 2 CONTINUED
ANALYSIS OF NORTEL US ENTITIES HAVING JURISDICTION TO MAKE A NAFTA ARBITRATION CLAIM OF EXPROPRIATION

US Entity	Canadian Interest NNC & NNL enterprises in Canada	Investment	Investor	NAFTA Arbitration Jurisdiction
Ad Hoc Group of Bondholders	Canada Estate US$4.2 B US Estate inter-company guaranties of NNC&NNL bonds US$3.9 B NNI claim is the deficiency in the NNC&NNL settlement of bonds subject to guaranties by NNI (2).	Bonds Bond holders interest in NNI guaranties of NNC&NNL bonds.	Not Investment (c) due to enterprises NNC&NNL not being an affiliate of the bond owner. NNI guaranties of NNC&NNL bonds are not ownership of debt securities by an affiliate of NNC&NNL. NNI guaranties of bonds are claims against the US estate by NNC&NNL bond owners. These are not Investment (f) because the NNI bond guaranties do not have a right to share directly in the assets of NNC&NNL dissolution, only the unaffiliated bond owners do. The NNC&NNL Chapter 11 claims for bond guaranties are higher when the bond owners' NNC&NNI CCAA cash settlement ratio is lower. NNI`s interest in reducing its NNC&NNL bond guaranties' claims by getting the higher CCAA settlement ratio for the NNC&NNL bonds subject to NNI guaranties is at best (i) or (j) indirect claims for money, and not an ownership interest covered in (a), (b), (c), (d) , (e) or (f). NNI indirect interests to mitigate its own bond guaranties should not get investment status in Canada, when the underlying bonds do not themselves get protection under NAFTA.	NO NO

TABLE 2 CONTINUED
ANALYSIS OF NORTEL US ENTITIES HAVING JURISDICTION TO MAKE A NAFTA ARBITRATION CLAIM OF EXPROPRIATION

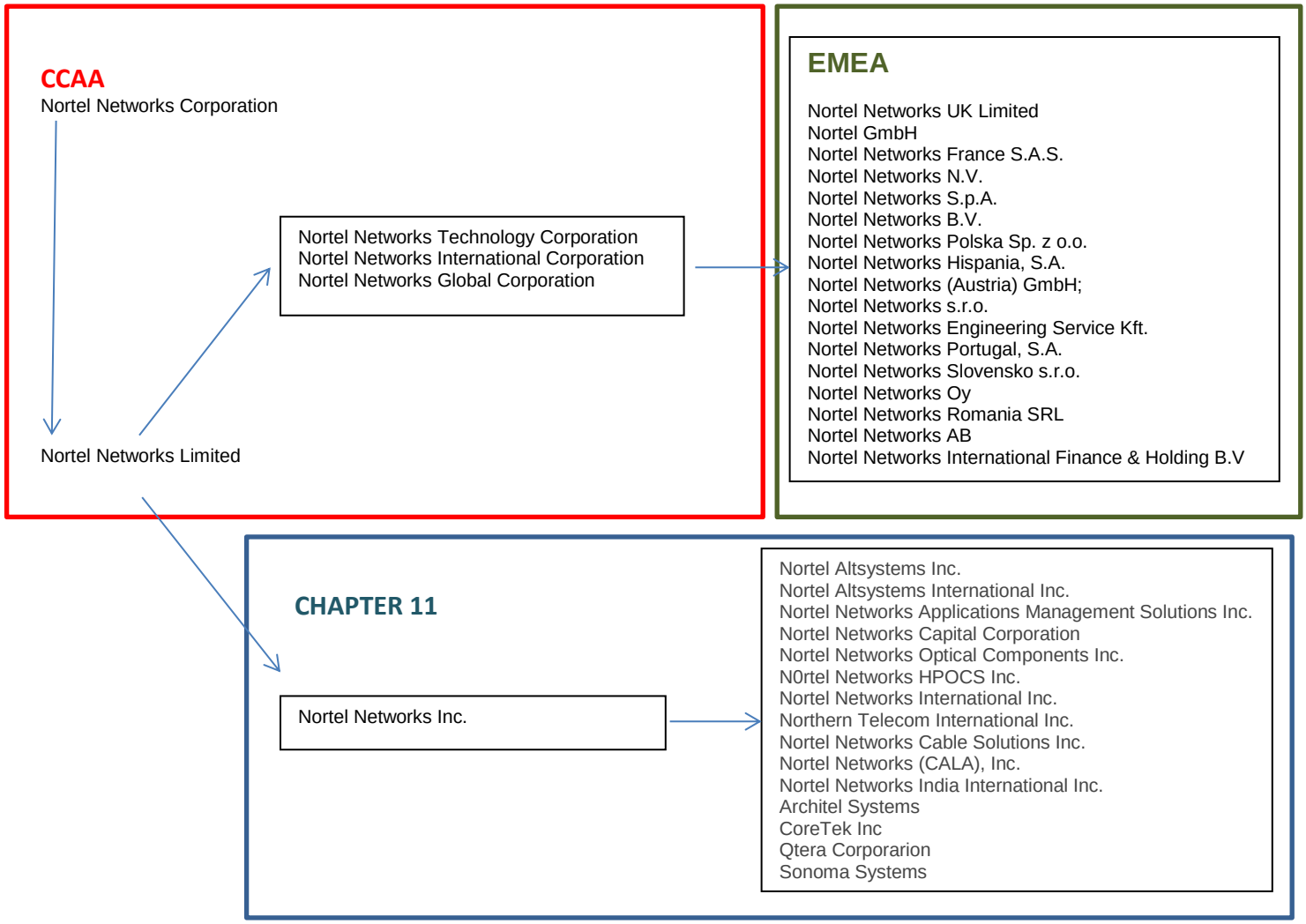
US Entity	Canadian Interest NNC & NNL enterprises in Canada	Investment	Investor	NAFTA Arbitration Jurisdiction
Pension Benefit Guaranty Corp.	US Estate Only	NO	NO	NO
Trade Claims Consortium	US Estate Only	NO	NO	NO

Note (1)
Motion to Approve An Order Approving NNI-IRS APA Dec. 23, 2009
Motion to File NNI-IRS APA Under Seal Jan. 19, 2010
Order Canada Final Funding and NNL-CRA APA Agreement Jan 21, 2010
Monitor's Report 35th NNL-CRA APA January 18, 2010

Note (2)
CCAA Court Decision on Bond Holders' Guaranty and US v. Canada Claims July 6, 2015

TABLE 3

NORTEL ORGANIZATION CHART



AbitibiBowater NAFTA Arbitration Decision Not Relevant to EFC Proposal

AbitibiBowater Inc. v. Government of Canada

Out of the 10 NAFTA expropriation arbitration claims to date shown in APPENDIX 3, 7 had $0 of awards for various reasons, 2 had $0 or unspecified small settlements, and only 1 had a material $130 million settlement paid by the Federal Government, which is the AbitibiBowater's NAFTA arbitration claim.

The AbitibiBowater NAFTA arbitration claim is vastly different than the circumstances of a retroactive EFC and deemed financial collateral for the Nortel self-insured long term disability benefit plan. The following are the reasons why:

-AbitibiBowater was not under CCAA at the time of the NFLD legislative change.

-AbitibiBowater had jurisdiction for an expropriation remedy under NAFTA arbitration because it met the investor and investment definition in NAFTA Chapter 11, Article 1139 (a) enterprise located in Canada.
-NFLD was alleged to not have a bona fide public purpose, but was seeking to retaliate against Abitibi for closing the Grand Falls Mill.
-NFLD terminated water and timber licenses and expropriated hydroelectric facilities throughout the Province that were not directly related to Grand Falls Mill, which was the enterprise of direct concern because AbitibiBowater closed it after failure to reach concessions with the workers and the provincial government.
-Abitibi's 1905 agreement for certain water and timber rights granted to AbitibiBowater had other words in it that made it unclear whether the licenses were granted on the basis of Abitibi's exclusive use and it maintaining operations in the Province.
-Abitibi acquired many other water and timber licenses and hydroelectric facilities from third parties, which had nothing to do with the 1905 agreement.
-The value created for NFLD when it expropriated Abitibi assets through its own operation of the assets or its sale of the assets to third parties was not used to restart the Grand Falls Mill or to pay for other measures to protect the lost jobs at the Grand Falls Mill.
-The Cdn$300 million claim for damages from the NFLD expropriation were a significant proportion of AbitiBowater's total investment in NFLD and throughout Canada.

3 NAFTA Arbitration Decisions on Substantial Deprivation Requirement Highly Relevant

The Chemtura Corp., Merrill & Ring Forestry L.P. and Pope & Ring Talbot Inc**.** NAFTA arbitration decisions set the precedents for Canadian government legislative or regulatory changes not constituting or being tantamount to expropriation, when the loss impact does not substantially deprive the investor of its investment. Our position is that there were no NAFTA protected investments by the U.S. entities in Table 2. In any case, the EFC proposal does not meet the deprivation requirement and so this regulatory change does not constitute or is not tantamount to expropriation.

Chemtura Corp. v. Government of Canada

> "The tribunal finally held that Canada's conduct did not constitute an expropriation under NAFTA Article 1110. In order for a measure to constitute or be tantamount to expropriation the tribunal held that the measure needs to substantially deprive the investor of its investment. Here, the parties agreed that the investment was the Claimant's Canadian subsidiary, Chemtura Canada. Since the sale of lindane-based pesticides constituted only a small part of the subsidiary's economic activities, PMRA's termination of the registrations for such pesticides did not substantially deprive the Claimant of its investment. Additionally, the tribunal held that PMRA's measures constituted a valid exercise of Canada's police powers since they were non-discriminatory actions taken to protect human health and the environment. As such, they could not constitute an expropriation."

Merrill & Ring Forestry L.P. v. Government of Canada

> "The tribunal dismissed this claim because the business of the investor has to be considered as a whole and not necessarily with respect to an individual or separate aspect, particularly if this aspect does not have a standalone character. In the tribunal's view, while the right to export is a fundamental aspect to the business concerned, the protection against expropriation does not and cannot guarantee exports will

be made at a certain price. The tribunal asserted that the regulatory measures under the log export control regime may amount to inconveniences to the investor's business, does not meet the standard of substantial deprivation so as to qualify for a compensable expropriation under NAFTA."

Pope & Talbot Inc. v. Government of Canada

"In dismissing the Investor's claim that its investment in Canada had been expropriated, the Tribunal held that government "interference", by regulation or otherwise, does not constitute expropriation unless it interferes substantially with the owner's ability to use, enjoy, or dispose of its property. The Tribunal found that the Regime did not restrict the Investor's investment in Canada according to this standard."

Given that the Canadian CCAA cash settlement ratio is estimated to be 45%, the incremental cost of the Nortel self-insured group long term disability benefit plan being prescribed as an EFC with actuarial liabilities being deemed financial collateral is Cdn$44 million (55% of the total Cdn$80 million CCAA claim for the Nortel self-insured group long term benefit plan actuarial liabilities still owing after the HWT settlement.) This incremental cost is shared by all the other Canadian creditors. Cdn$44 million is 1% of the estimated Canada estate of approximately US$3.4 billion or Cdn$4.4 billion.

Our EFC proposal is not relevant to creditors of the US and UK/EMEA estates. For general context only, it nonetheless represents only 0.4% of the Nortel global estate of approximately US8.5 billion or Cdn$10.9 billion.

In closing, we want self-insured group long term disability benefit plans to be prescribed as an EFC on a retroactive basis and with a deemed financial collateral clause, on an urgent basis. We are asking for an exceptional remedy, under exceptional circumstances, to a deserving case. This is one of those rare cases in which consideration of justice, humanity and compassion override the normal administration of justice.

NAFTA expropriation arbitration claims against the Federal Government by US entities with interests in the Nortel CCAA proceedings would have negligible chances of success. The US Nortel entities lack jurisdiction under the qualifying definitions of investor and investments in NAFTA and, in any case, could not meet the 3 NAFTA arbitration precedents for expropriation to mean a substantial deprivation of the investor's investment in Canada.

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APPENDIX 1

NAFTA Chapter 11: Investment

Article 1110: Expropriation and Compensation

1. No Party may directly or indirectly nationalize or expropriate an investment of an investor of another Party in its territory or take a measure tantamount to nationalization or expropriation of such an investment ("expropriation"), except:
(a) for a public purpose;
(b) on a non-discriminatory basis;
(c) in accordance with due process of law and Article 1105(1); and
(d) on payment of compensation in accordance with paragraphs 2 through 6.
2. Compensation shall be equivalent to the fair market value of the expropriated investment immediately before the expropriation took place ("date of expropriation"), and shall not reflect any change in value occurring because the intended expropriation had become known earlier. Valuation criteria shall include going concern value, asset value including declared tax value of tangible property, and other criteria, as appropriate, to determine fair market value.
3. Compensation shall be paid without delay and be fully realizable.
4. If payment is made in a G7 currency, compensation shall include interest at a commercially reasonable rate for that currency from the date of expropriation until the date of actual payment.
5. If a Party elects to pay in a currency other than a G7 currency, the amount paid on the date of payment, if converted into a G7 currency at the market rate of exchange prevailing on that date, shall be no less than if the amount of compensation owed on the date of expropriation had been converted into that G7 currency at the market rate of exchange prevailing on that date, and interest had accrued at a commercially reasonable rate for that G7 currency from the date of expropriation until the date of payment.
6. On payment, compensation shall be freely transferable as provided in Article 1109.
7. This Article does not apply to the issuance of compulsory licenses granted in relation to intellectual property rights, or to the revocation, limitation or creation of intellectual property rights, to the extent that such issuance, revocation, limitation or creation is consistent with Chapter Seventeen (Intellectual Property).
8. For purposes of this Article and for greater certainty, a non-discriminatory measure of general application shall not be considered a measure tantamount to an expropriation of a debt security or loan covered by this Chapter solely on the ground that the measure imposes costs on the debtor that cause it to default on the debt.

Article 1139: Definitions

For purposes of this Chapter:
disputing investor means an investor that makes a claim under Section B;
disputing parties means the disputing investor and the disputing Party;
disputing party means the disputing investor or the disputing Party;
disputing Party means a Party against which a claim is made under Section B;
enterprise means an "enterprise" as defined in Article 201 (Definitions of General Application), and a branch of an enterprise;
enterprise of a Party means an enterprise constituted or organized under the law of a Party, and a branch located in the territory of a Party and carrying out business activities there.
equity or debt securities includes voting and non-voting shares, bonds, convertible debentures, stock options and warrants;
G7 Currency means the currency of Canada, France, Germany, Italy, Japan, the United Kingdom of Great Britain and Northern Ireland or the United States;
ICSID means the International Centre for Settlement of Investment Disputes;
ICSID Convention means the *Convention on the Settlement of Investment Disputes between States and Nationals of other States*, done at Washington, March 18, 1965;
InterAmerican Convention means the *InterAmerican Convention on International Commercial Arbitration*, done at Panama, January 30, 1975;
investment means:

(a) an enterprise;
(b) an equity security of an enterprise;
(c) a debt security of an enterprise
    (i) where the enterprise is an affiliate of the investor, or
    (ii) where the original maturity of the debt security is at least three years,
    but does not include a debt security, regardless of original maturity, of a state enterprise;
(d) a loan to an enterprise
    (i) where the enterprise is an affiliate of the investor, or
    (ii) where the original maturity of the loan is at least three years,
    but does not include a loan, regardless of original maturity, to a state enterprise;

(e) an interest in an enterprise that entitles the owner to share in income or profits of the enterprise;
(f) an interest in an enterprise that entitles the owner to share in the assets of that enterprise on dissolution, other than a debt security or a loan excluded from subparagraph (c) or (d);
(g) real estate or other property, tangible or intangible, acquired in the expectation or used for the purpose of economic benefit or other business purposes; and
(h) interests arising from the commitment of capital or other resources in the territory of a Party to economic activity in such territory, such as under
(i) contracts involving the presence of an investor's property in the territory of the Party, including turnkey or construction contracts, or concessions, or
(ii) contracts where remuneration depends substantially on the production, revenues or profits of an enterprise;

but investment does not mean,

(i) claims to money that arise solely from
(i) commercial contracts for the sale of goods or services by a national or enterprise in the territory of a Party to an enterprise in the territory of another Party, or
(ii) the extension of credit in connection with a commercial transaction, such as trade financing, other than a loan covered by subparagraph (d); or
(j) any other claims to money,

that do not involve the kinds of interests set out in subparagraphs (a) through (h);

investment of an investor of a Party means an investment owned or controlled directly or indirectly by an investor of such Party;

investor of a Party means a Party or state enterprise thereof, or a national or an enterprise of such Party, that seeks to make, is making or has made an investment;

investor of a non-Party means an investor other than an investor of a Party, that seeks to make, is making or has made an investment;

New York Convention means the *United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards*, done at New York, June 10, 1958;

Secretary-General means the Secretary-General of ICSID;

transfers means transfers and international payments;

Tribunal means an arbitration tribunal established under Article 1120 or 1126; and

UNCITRAL Arbitration Rules means the arbitration rules of the United Nations Commission on International Trade Law, approved by the United Nations General Assembly on December 15, 1976.

APPENDIX 2

NAFTA Chapter 2: General Definitions

enterprise means any entity constituted or organized under applicable law, whether or not for profit, and whether privately-owned or governmentally-owned, including any corporation, trust, partnership, sole proprietorship, joint venture or other association;

national means a natural person who is a citizen or permanent resident of a Party and any other natural person referred to in Annex 201.1;

person means a natural person or an enterprise;

person of a Party means a national, or an enterprise of a Party;

APPENDIX 3

Previous Arbitrations to which Canada was a Party

Mobil Investments Inc. and Murphy Oil Corporation v. Government of Canada	Decision awarded $17 million out of $66 million claim.	Not an expropriation case. NFLD never promised it would not introduce new guidelines for R&D and government could not force expenditures in the Province.
√St. Marys VCNA, LLC v. Government of Canada	Settled for $0 out of US$275 million damages claimed.	Claimant agreed it lacked standing to bring an expropriation claim. Had bought land in Hamilton for the purpose of a quarry that was zoned agriculture.
√V. G. Gallo v. Government of Canada	Decision awarded $0 out of $105 million damages claimed.	Insufficient evidence to prove ownership of Adams Mine which was denied the right to become a landfill site and so expropriation claim denied.
√AbitibiBowater Inc. v. Government of Canada	Settled for $130 million out of $300 million damages claimed.	Direct investment, no public purposes served, damages material and constituted uncompensated expropriation.
√Centurion Health Corporation v. Government of Canada	Decision awarded $0 US$160 million damages claimed.	Terminated expropriation and other claims due to claimant failing to pay arbitration costs deposit.
√Chemtura Corp. v. Government of Canada	Decision awarded $0 out of US$79 million damages claimed.	Did not substantially deprive the Claimant of its investment and could not constitute or be tantamount to expropriation.

√Dow AgroSciences LLC v. Government of Canada	Settled for $0 out of $2 million damages claimed.	Expropriation claim. Government of Quebec changed labelling requirement for pesticides containing 2,4-D. Claimant acknowledged that Canada's governments may regulate the sale, use, transportation, and disposal of pesticides in their jurisdictions.
√Ethyl Corporation v. Government of Canada	Settled for unspecified $ out of US$201 million damages claimed.	Expropriation claim filed 6 months before Royal Assent of Act banning the importing and interprovincial trade in MMT additive to gasoline.
√Merrill & Ring Forestry L.P. v. Government of Canada	Decision awarded $0 for $50 million damages claimed	New export controls of logs from BC. Inconveniences to the investor's business, does not meet the standard of substantial deprivation so as to qualify for a compensable expropriation under NAFTA.
√Pope & Talbot Inc. v. Government of Canada	Decision awarded $408 thousand out of US$500 million damages claimed.	In dismissing the Investor's claim that its investment in Canada had been expropriated, the Tribunal held that government "interference", by regulation or otherwise, does not constitute expropriation unless it interferes substantially with the owner's ability to use, enjoy, or dispose of its property. The Tribunal found that the Regime did not restrict the Investor's investment in Canada according to this standard.

√S.D. Myers Inc. v. Government of Canada	Decision awarded $6 million out of US$53 million damages claimed.	Tribunal found that the Myers family's control over both SDMI and Myers Canada was sufficient to establish that SDMI was an "investor" and that Myers Canada was an "investment". Tribunal dismissed SDMI's claim under NAFTA Article 1110. It observed that the export ban was a temporary measure that did not amount to a lasting removal of SDMI's investment in Canada. It merely postponed SDMI's venture into the Canadian market for approximately 18 months.
United Parcel Service of America, Inc. (UPS) v. Government of Canada	Decision awarded $0 out of US$160 million damages claimed.	Not an expropriation case.
Detroit International Bridge Company v. Government of Canada	Decision awarded $0 out of US$3.5b billion damages claimed.	Not an expropriation case. Concerning Gordie Howe International Bridge competing with privately owned Ambassador Bridge between Windsor and Detroit. Lacked jurisdiction entirely because of the litigation against Canada in U.S. federal court, the Tribunal decided it was unnecessary to rule on Canada's other jurisdictional objections regarding the other ongoing domestic litigations against Canada or that DIBC's claims were time barred.

APPENDIX 4

Recent History of Nortel Disabled Communications with Minister of Innovation, Science and Economic Development Minister and Ministry Bankruptcy Experts

Request for Federal Disability Policy Change

Email to Ministry of Innovation, Science and Economic Development Nov. 30, 2015

Federal Disability Policy Change

Change Retroactive for Nortel LTD and Not for Nortel Pensioners

Email to Ministry of Innovation, Science and Economic Development July 8, 2016

15 Reasons for Self-Insured LTD as Retroactive Eligible Financial Contract With No Pension Changes

Self-Insured Group Long Term Disability Benefit Plans are an Insurance Contract

Email to Mark Schaan, Ministry of Innovation, Science and Economic Development August 4, 2016

Federal Government Has Legal Right to Make Retroactive Legislation and This is Exceptional Circumstances and a Deserving Case

Email to Mark Schaan, Ministry of Innovation, Science and Economic Development August 12, 2016

Deemed Financial Collateral for Self-Insured Group Long Term Disability Benefit Plan as an EFC

Email to Ministry of Innovation, Science and Economic Development Aug. 31, 2016