

**THE TRUSTEES OF THE BRICKLAYERS  
UNION-MEMBERS**

**Class(es) 1  
Active Local 1 Members**





## GROUP INSURANCE PLAN

*Policyholder:* **THE TRUSTEES OF THE BRICKLAYERS  
UNION-MEMBERS**

*Policy No.:* **27491**

*Policy Effective Date:* **November 1, 2021**

*This booklet is provided for the purpose of explaining the benefits provided under the group policy.*

*Possession of this booklet does not confer or create any contractual rights. All rights and obligations with respect to the benefits provided under the group policy will be governed solely by the terms and conditions of such policy.*

*The Policyholder reserves the right to amend or suspend any coverages, including coverages for retirees, that are provided under the group policy as well as terminate the group policy in its entirety at any time with respect to active Participants (including those that may be absent due to a disability) as well as retired Participants after their retirement.*

*In addition, the Policyholder reserves the right to change the contribution requirements for the coverages, including coverages for retirees, provided under the group policy at any time with respect to active Participants (including those that may be absent due to a disability) as well as retired Employees after their retirement.*

*For questions regarding the information in this booklet or if additional information about the benefits is required, the Participant should contact his Employer.*

*This booklet can also be viewed on our secure website My Client Space accessible via [ia.ca](http://ia.ca), if offered as part of your plan.*

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## SUMMARY OF BENEFITS

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The SUMMARY OF BENEFITS briefly describes the coverage of the group insurance plan, based on the class the Participant belongs to.

The following pages give a full description of the GENERAL PROVISIONS and of each BENEFIT.

### SPECIAL PROVISIONS

For the purposes of this booklet, the masculine form includes the feminine unless a different meaning is required from the context. In addition, the singular shall include the plural where required.

Participants are insured under the following class(es):

#### **Class(es)**

- 1 - Active Local 1 Members

## SUMMARY OF BENEFITS (cont'd)

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### GENERAL PROVISIONS

#### ELIGIBILITY DATE

Subject to all other provisions of the group policy, an Employee shall become eligible on the latest of the following dates:

- a) The first Day of the month coincident with or next following the effective date of the policy, if, at that date, the Employee has completed the Eligibility Period;

or

- b) On the first Day of the month coincident with or next following the date the Employee has completed the Eligibility Period.

#### ELIGIBILITY PERIOD

##### **Class(es): 1**

The period that ends on the last Day of the month in which the Employee completes 270 hours' worth of contributions to the hour bank.



## SUMMARY OF BENEFITS (cont'd)

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### PARTICIPANT'S LIFE INSURANCE

<u>Class(es)</u>	<u>Sum Insured</u>
1	\$50,000

#### **Reductions, Exclusions and Limitations:**

This benefit and any sum insured payable thereunder are subject to any other reductions, exclusions and limitations indicated in this benefit or in the General Provisions of the group policy.

#### **Termination:**

The insurance under this benefit terminates on the earliest of: the last Day of the month coincident with or next following the Participant's 70th birthday; or his date of retirement; or such other earlier date indicated in this benefit or in the General Provisions of the group policy.

## SUMMARY OF BENEFITS (cont'd)

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### DEPENDENTS' LIFE INSURANCE

<u>Class(es)</u>		<u>Sum Insured</u>
1	Spouse:	\$5,000
	Each Child upon a live birth:	\$2,500

#### **Reductions, Exclusions and Limitations:**

This benefit and any sum insured payable thereunder are subject to any reductions, exclusions and limitations indicated in this benefit or in the General Provisions of the group policy.

#### **Termination:**

For each insured Dependent, the insurance under this benefit terminates on the earliest of: the Participant's 70th birthday; or the Participant's date of retirement; or such other earlier date indicated in this benefit or in the General Provisions of the group policy.

## SUMMARY OF BENEFITS (cont'd)

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### PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

<u>Class(es)</u>	<u>Sum Insured</u>
1	An amount equal to the Participant's amount of life insurance.

#### **Reduction, Exclusions and Limitations:**

This benefit and any sum insured payable thereunder are subject to any reductions, exclusions and limitations indicated in this benefit or in the General Provisions of the group policy.

#### **Termination:**

The insurance under this benefit terminates on the earliest of: the last Day of the month coincident with or next following the Participant's 70th birthday; or his date of retirement; or such other earlier date indicated in this benefit or in the General Provisions of the group policy.

## SUMMARY OF BENEFITS (cont'd)

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### LONG-TERM DISABILITY INSURANCE

**Class(es)**

**Monthly Indemnity**

1

\$1,500

However, the overall maximum must not exceed 85% of the Pre-Total Disability Gross Monthly Earnings.

**Reductions,  
Exclusions and  
Limitations:**

This benefit and any amounts payable thereunder are subject to any reductions, exclusions and limitations indicated in this benefit or in the General Provisions of the group policy.

**Elimination Period:**

**Class(es): 1**

26 weeks

If Long-Term Disability benefits are approved, payment of benefits will begin after satisfaction of the maximum benefit payment period provided under the Short-Term Disability Insurance benefit, if such benefit is included under the group policy.

**Maximum Benefit  
Payment Period:**

**Class(es): 1**

To the Participant's 65th birthday.

**Class(es): 1**

Benefit Payments are taxable.

**Termination:**

**Class(es): 1**

The insurance under this benefit terminates on the earliest of: the Participant's 65th birthday; or his date of retirement; or such other earlier date indicated in this benefit or in the General Provisions of the group policy.

## GENERAL PROVISIONS

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### DEFINITIONS

**Accident** means any event due to a sudden and unforeseeable external cause that inflicts bodily injuries directly and independently of any other cause, all of which is certified by a Physician.

**Actively at Work** means:

If it is a Working Day, the Employee is deemed to be Actively at Work for his Employer if he reports to work and performs all the essential duties of his regular occupation for the total number of scheduled hours for such Working Day.

If it is a weekend, holiday or a vacation day, the Employee is deemed to be Actively at Work for his Employer if:

- a) On that day, he would have been able to report to work for his Employer and perform all the essential duties of his regular occupation for the total number of scheduled hours had it been a Working Day; and
- b) On his last Working Day, he reported to work for his Employer and performed all of the essential duties of his regular occupation for the total number of scheduled hours for that Working Day.

**Approval of Evidence of Insurability** means the insurer actually accepts, in writing, the risk applied for after receiving each and every document required to assess such risk.

**Calendar Year** means the period from any January 1st to the next December 31st, both inclusive.

**Day** means a calendar day, except if otherwise defined in the group policy.

**Day Surgery** means surgery which is performed in a Hospital or out-patient clinic affiliated with a Hospital and requiring local, regional or general anaesthesia, but will not include minor surgery that can be performed in the Physician's office.

## GENERAL PROVISIONS (cont'd)

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**Dependent** means the Participant's Spouse, or a Child of the Participant or of the Spouse, who is insured under the group policy and who satisfies the following respective definitions:

a) Spouse

The person who is married to or is in a civil union with the Participant, or the person designated by the Participant, whom he declares publicly to be his Spouse and with whom he has been living on a permanent basis for at least 1 year, or less, if a Child is born from their union.

A de facto separation of more than 3 months will result in the person no longer qualifying as the Participant's Spouse for the purposes of the group policy.

If according to this definition, the Participant has had more than one Spouse, Spouse shall mean the person most recently qualified.

b) Child

An unmarried Child of the Participant or of his Spouse who wholly depends on the Participant for support and maintenance and who meets at least one of the following conditions:

- i) He is under 21 years of age; or
- ii) He is under 25 years of age and is attending a recognized educational institution on a full-time basis; or
- iii) He is mentally or physically handicapped and is incapable of earning his own living due to such handicap provided such handicap commenced while he was a Child as defined in i) or ii).

**Earnings** means:

**Annual Earnings** means the Participant's annual remuneration as reported by the Policyholder to the insurer.

**Monthly Earnings** means the Participant's Annual Earnings divided by 12.

**Indexed Pre-Total Disability Gross Monthly Earnings** means the Participant's Monthly Earnings immediately prior to the date his Total Disability commenced, increased by the Consumer Price Index (as

## GENERAL PROVISIONS (cont'd)

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published by the Government of Canada during the immediately preceding Calendar Year) each March 1st coincident with or next following the anniversary of the date on which the Participant became entitled to a Long-Term Disability benefit.

**Pre-Total Disability Gross Monthly Earnings** means the Participant's Monthly Earnings immediately prior to the date his Total Disability commenced.

**Pre-Total Disability Net Monthly Earnings** means the Participant's Monthly Earnings immediately prior to the date his Total Disability commenced, less the deductions for Income Tax, Canada or Quebec Pension Plan, Employment Insurance and the Quebec Parental Insurance Plan.

### **Amount of Earnings to Be Used**

Where any benefit paid under the group policy is based on the Participant's Earnings, including any of the variations of the definition of Earnings above, the amount of Earnings that will be used to determine the benefit will be the lesser of:

- a) The Earnings last reported to the insurer by the Policyholder, Employer, Employer's agent, or administrators and that has been used in the calculation of the premium payable; or
- b) The Participant's actual Earnings received from his Employer at the time of the event for which a claim is being made; or
- c) If the Participant is not Actively at Work at the time of the event for which the claim is being made, the Earnings on the last Working Day he was Actively at Work.

**Eligibility Period** means the continuous period, as specified in the Summary of Benefits, ending on or after the effective date of the group policy, during which the Employee must be Actively at Work.

**Employee** means a person who is actively employed by the Employer on a permanent, full-time basis and for a minimum of 20 hours per week. If the Employer is a partnership or sole proprietorship, the partner or proprietor will be considered to be an Employee if such person customarily works a regularly

## GENERAL PROVISIONS (cont'd)

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scheduled work week with the Employer on a permanent, full-time basis and for a minimum of 20 hours per week. Seasonal workers, contract workers and temporary workers are excluded from the definition of Employee.

**Employer** means the Policyholder or any entities listed as Subsidiary or Associated Companies in the Summary of Benefits.

**Full-time Resident of Canada** means to have a permanent residence in Canada, and to reside in the province of residence the minimum number of days a year required to be covered under the applicable provincial health plan of that province of residence.

**Hospital** means an institution which:

- a) Is legally licensed by the appropriate government body; and
- b) Is intended for the care of bedridden patients; and
- c) Provides at all times the services of Physicians and registered nurses.

**Hospitalization or Hospitalized** means the occupancy of a Hospital room as an admitted bedridden patient where a room and board charge has been charged in connection with the confinement. Day Surgery is considered to be a period of Hospitalization.

**Illness** means any deterioration in health requiring continuous and curative care actively provided by a Physician and, where required by the group policy, by a Specialist in the field of medicine which is applicable to the Illness.

**Insured Person** means a Participant or a Dependent of a Participant who is insured under the group policy.

**Legal Capacity to Work** means that the Participant must have each and every license, permit or other certification required to legally work in Canada.

**Medically Required** means broadly accepted and recognized by the Canadian medical profession as effective, appropriate, and essential in the treatment of an Illness or injuries, including injuries due to an Accident, in accordance with Canadian medical standards.

**Participant** means an Employee who is insured under the group policy.



## GENERAL PROVISIONS (cont'd)

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**Physician** means a person who is legally licensed and authorized to practice medicine and who is operating within the scope of his license.

**Policyholder** means any entities listed as the Policyholder on the cover page of the group policy.

**Specialist** means a Physician licensed by the appropriate provincial licensing authority to practice medicine with a specialization.

**Working Day** means a Day on which the Participant is scheduled to work for his Employer and perform all of the essential duties of his regular occupation for the total number of scheduled hours.

### CHANGES IN GOVERNMENT PLANS

The benefits provided under the group policy are complementary to the benefits provided by government plans. Any modifications to these government plans after the effective date of the group policy will not modify the benefits provided under the group policy, unless an agreement to modify the benefits is signed by the authorized signing officers of the insurer.

Notwithstanding the preceding paragraph, this plan will be modified to reflect any changes to the maximum insurable earnings as determined under the Employment Insurance Act. In addition, if either federal or provincial legislation mandates that an insurer provides a certain type or level of coverage or the means of providing a certain type of coverage, the group policy will be deemed to have been amended to reflect the requirements of the legislation.

### MEDICAL SERVICES AND/OR SUPPLIES COVERED BY A GOVERNMENT SPONSORED PLAN OR PROGRAM

There will be no coverage under the group policy for any expenses related, directly or indirectly, to any medical services and/or supplies which would have been covered by a government sponsored plan or program if the Insured Person had not elected to receive the services and/or supplies on a private basis from a medical practitioner, medical facility, clinic or Hospital, whether private or public, unless the services and/or supplies are explicitly stated as being covered under the group policy.

## GENERAL PROVISIONS (cont'd)

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### INCONTESTABILITY

Where evidence of insurability is required by the insurer in order to approve:

- a) Insurance under the group policy or insurance under a benefit for a Participant or a Dependent; or
- b) An increase, addition or change in such insurance for a Participant or Dependent;

The statements provided by the Participant or Dependent as evidence of insurability will be accepted as true and will not be contested by the insurer after the latest of the following dates, provided the Participant or Dependent is alive at the time:

- a) 2 years from the effective date of the insurance for which the evidence was provided; or
- b) 2 years from the effective date of the increase, addition or change to the insurance; or
- c) 2 years from the effective date of the last reinstatement of the insurance.

However, this restriction on the insurer's right to contest the evidence of insurability will not apply in cases of fraud or misstatements of age.

Where evidence is required to approve an increase, addition or change in the insurance, the insurer's right to void the insurance will be limited to that increase, addition or change.

### LAWFUL CURRENCY

All payments hereunder will be made in the lawful currency of Canada and according to the exchange rates effective at the time the event giving entitlement to a benefit took place.

### AGENTS

The Policyholder and the Employer are not agents of the insurer. The insurer shall not be bound by nor be liable for any act, or failure to act, on the part of the Policyholder or the Employer.

## GENERAL PROVISIONS (cont'd)

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### ERRORS

Clerical or inadvertent errors by the Policyholder, Employer or insurer shall not operate to:

- a) Continue insurance otherwise validly terminated.
- b) Increase any existing insurance.
- c) Place in force any insurance which would, but for such error, not be validly in force.
- d) Otherwise prejudice the insurer in any other way.

The insurer may, retroactively and at its sole discretion, in addition to any other legal remedy it may have, exercise any or all of the following rights:

- a) Reimburse to the Policyholder any premiums that have been accepted through such error.
- b) Terminate or rescind any such associated insurance.
- c) Reduce the amount of insurance to the amount it should have been but for the error.
- d) Take such other action as may be required to correct the error.

### ELIGIBILITY

#### **Employee**

An Employee will become eligible to be insured under the group policy as a Participant on the date (his "eligibility date") on which he satisfies all of the following conditions:

- a) He satisfies the definition of Employee in the group policy; and
- b) He is a Full-Time Resident of Canada; and
- c) He is covered under the provincial health plan of his province of residence; and
- d) He has satisfied the Eligibility Period specified in the Summary of Benefits.

## GENERAL PROVISIONS (cont'd)

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However, an Employee will not be eligible to become insured under the Long-Term Disability Insurance benefit if he will attain the termination age specified for this benefit in the Summary of Benefits before the end of the Elimination Period specified for this benefit.

### **Dependent**

A person will become eligible to be insured under the group policy as a Dependent on the date (his "eligibility date") on which he satisfies all of the following conditions:

- a) He satisfies the definition of Dependent in the group policy; and
- b) He is a Full-Time Resident of Canada; and
- c) He is covered under the provincial health plan of his province of residence; and
- d) The Employee of whom he is a Dependent is insured under the group policy as a Participant.

### APPLICATION FOR GROUP INSURANCE

An Employee who is eligible to become insured under the group policy as a Participant must complete and submit an application for himself and for each of his Dependents, on their respective eligibility dates, on forms supplied by, or satisfactory to, the insurer.

### EFFECTIVE DATE OF INSURANCE

Whether membership under the group policy is compulsory or voluntary, the Employee's insurance and Dependents' insurance, if any, will take effect on the person's eligibility date, if the application for group insurance has been received by the insurer on or prior to such date, or within 31 Days after such date.

If the application for group insurance is not received within 31 Days of the eligibility date, the insurance will not take effect until the date on which the insurer receives evidence of insurability and provides Approval of Evidence of Insurability.

## GENERAL PROVISIONS (cont'd)

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However:

- a) If the Employee was not Actively at Work on the date his insurance would otherwise become effective, the insurance will not take effect until the earliest date thereafter on which he is again Actively at Work.
- b) If the Dependent is Hospitalized on the date his insurance would otherwise become effective, the insurance will not take effect until the earliest date thereafter on which he is no longer Hospitalized. (This clause shall not apply to the Life Insurance benefit or in the case of a newborn Child).

Any amount of insurance which is in excess of the non-evidence maximum(s) specified in the Summary of Benefits will not take effect until the date on which the insurer receives evidence of insurability and provides Approval of Evidence of Insurability. If the insurer does not provide Approval of Evidence of Insurability for the Participant, any future increases in the non-evidence maximum(s) will not automatically result in an increase in the Participant's insurance. The increase in the non-evidence maximum(s) will only result in an increase in the Participant's insurance if he submits evidence of his insurability and the insurer provides Approval of Evidence of Insurability.

### TERMINATION OF INSURANCE

#### **Participant**

A Participant's insurance automatically terminates on the earliest of the following dates:

- a) The date the group policy is terminated; or
- b) The date on which the Participant retires, unless otherwise specified in the Summary of Benefits; or
- c) The date the Participant reaches the age limit specified in the Summary of Benefits, if an age limit is indicated; or
- d) The date the Participant is no longer a Full-time Resident of Canada; or
- e) The date the Participant loses his Legal Capacity to Work in Canada; or

## GENERAL PROVISIONS (cont'd)

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- f) The date the Participant is no longer covered by his provincial health plan; or
- g) The date of the Participant's death; or
- h) The date the Policyholder terminates insurance for the Participant; or
- i) The date on which the Participant pleads guilty or is found guilty of an offence for which he is confined in a penitentiary, prison, correctional facility, forensic psychiatric facility or any similar institution; or
- j) The date the Participant ceases to qualify as an Employee, or ceases to be Actively at Work, as defined in the group policy.

Insurance may be extended to a Participant during periods the Participant has ceased to be Actively at Work due to, but not limited to, illness, injury, temporary lay-off or a leave of absence. The Participant should contact the Policyholder for further information.

### **Dependent**

A Dependent's insurance automatically terminates on the earliest of the following dates:

- a) The date the Participant of whom he is a Dependent ceases to be insured under the group policy; or
- b) The date the Dependent ceases to be a Dependent as defined in the group policy; or
- c) The date the Dependent reaches the age limit specified in the Summary of Benefits, if an age limit is indicated; or
- d) The date the Dependent is no longer a Full-time Resident of Canada; or
- e) The date the Dependent is no longer covered by the provincial health plan; or
- f) The date the Policyholder terminates insurance for the Dependent.

The above terms and conditions also apply in the case of the partial cancellation of insurance for a Participant or a Dependent owing to the cancellation of insurance under one or more benefits.

## GENERAL PROVISIONS (cont'd)

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### NOTICE AND PROOF OF CLAIM

Notice and proof of any claim must be submitted to the insurer in the format required by the insurer. The proof of claim must include all information that the insurer requires and deems necessary as to the circumstances and extent of the loss, or which the insurer otherwise requests in order to complete its assessment of a claim. The insurer will not be liable for any claim that is not submitted in accordance with all of the terms and conditions and time limits prescribed under the group policy.

♦ **Life and Accidental Death and Dismemberment Insurance:**

Notice of any claim must be submitted within 30 Days of the date of the event which gives entitlement to the benefit. Proof of claim must be submitted within 90 Days of the date of the event which gives entitlement to the benefit.

♦ **Long-Term Disability Insurance:**

Notice and proof of any claim must be submitted within 30 Days of the end of the Participant's Elimination Period.

### NOTICE AND PROOF OF CLAIM IN CASE OF TERMINATION

In the event of the termination of the group policy or the termination of the Participant's insurance, the notice and proof of claim for any claim, other than a Long-Term Disability claim, must be submitted to the insurer within 90 Days of the date of the termination of the group policy and, in the case of the termination of the Participant's insurance, within 90 Days of the termination of such insurance.

Notice and proof of claim for a Long-Term Disability claim must be submitted within 180 Days of the date of the termination of the group policy and, in the case of the termination of the Participant's insurance, within 90 Days of the termination of such insurance.

## **GENERAL PROVISIONS (cont'd)**

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### FRAUDULENT CLAIMS

The insurer will undertake all necessary actions to detect and investigate fraudulent claims under the group policy.

It is a crime if a Participant should knowingly and with the intent to defraud the insurer and the group plan, file a claim that contains any false, incomplete or misleading information.

The insurer retains the right to audit all claims at any stage, including after payment has been made, for fraud or misrepresentation. If the insurer determines that a Participant or Dependent has submitted any claim that contains false or misleading information, the insurer shall have the right, at its sole discretion, to notify the Policyholder, decline the claim or require reimbursement if the claim has been paid. In addition, and notwithstanding any other provision in the group policy, the insurer will have the right to terminate the Participant's entire insurance under the group policy including any insurance for the Participant's Dependents, and will have the right to undertake the prosecution of the Participant and/or the Dependent in accordance with provincial and/or federal law.

### APPEAL PROCESS

Where the insurer has made a decision to decline or terminate a claim or insurance under the group policy, the decision to decline or terminate may be appealed as long as this right of appeal is exercised within 60 Days of the initial letter of decline or termination.

The appeal must be in writing and must include the grounds of appeal, any new information to support the appeal and any further information that may be requested by the insurer.

### EXPENSES

Unless the group policy expressly states otherwise, the Participant is solely responsible for all expenses and costs related directly and indirectly to submitting a claim, proof of a claim, appeals of any kind, or any other obligation the Participant has under the group policy, including but not limited to submitting



## GENERAL PROVISIONS (cont'd)

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any application or appeal, or obtaining any medical reports, clinical records, test results, or any other information.

### BENEFICIARY

The Participant's beneficiary shall be the person or persons designated by the Participant, in writing, to receive the death benefit payable under the Participant's Life Insurance benefit and Participant's Accidental Death and Dismemberment Insurance benefit. If the Participant does not designate a beneficiary, any death benefit payable under such benefits will be payable to the Participant's estate.

All benefits, other than the Participant's Life Insurance benefit and Participant's Accidental Death and Dismemberment Insurance benefit, will be payable only to the Participant, or if the Participant is deceased at the time of the payment of the benefit, to his estate, unless otherwise indicated.

The Participant will be able to designate a beneficiary or change a named beneficiary by a signed written declaration, subject to the provisions of the law.

The insurer will not be responsible for the sufficiency or validity of the beneficiary designation or change of beneficiary.

**If the Participant had named a beneficiary under the Policyholder's prior group policy, such designation will be applicable to the insurance provided under the group policy, unless the Participant has changed the designation in writing with the insurer. The Participant should review the beneficiary designation made under the Policyholder's prior group policy to ensure that it reflects the Participant's current intentions in regard to his insurance.**

**The group policy contains a provision removing or restricting the right of the group insured to designate persons to whom or for whose benefit insurance money is to be payable.**

### INSURER'S RIGHT TO EXAMINATION, RECORDS AND INVESTIGATION

The insurer, at its own expense and its sole discretion, shall have the right, whenever and how often it deems it necessary, to:

- a) Require any medical, psychiatric, psychological, functional, vocational or any other examinations of a Participant who has submitted a claim or of

## GENERAL PROVISIONS (cont'd)

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any other Insured Person for whom a claim has been submitted. The insurer may designate, at its sole discretion, a Physician, a Specialist, a healthcare provider or any other examiner for such examination(s). The Participant or any other Insured Person being examined must comply with any terms and conditions of an examination that are required by such examiner; and

- b) Require an autopsy, where it is not forbidden by law.

The insurer reserves the right to obtain the clinical notes and records or any other reports of a Participant who has submitted a claim or of any other Insured Person for whom a claim has been submitted, from any Physician or Specialist, including but not limited to, a psychologist, a psychiatrist, a healthcare provider or any other examiner who has treated, examined or assessed such Participant or Insured Person. The Participant and any Insured Person must cooperate fully with the insurer in obtaining any such records or reports.

The insurer, at its own expense and its sole discretion, shall have the right to conduct any investigation, or an examination under oath, of a Participant who has submitted a claim, or of any person for whom a claim has been submitted, whether or not a legal action has been commenced by such Participant or person.

### SUBROGATION

Where a benefit is payable under the group policy with respect to a Participant or to a Dependent of a Participant and if such person has a right to recover damages from an individual or organization, the insurer will be subrogated to the rights to recovery of the Participant or Dependent against such individual or organization to the extent of all benefits paid in the past and all benefits payable in the future.

Without limiting the generality of this provision, the term damages will include any lump sum or periodic payments received on account of:

- a) Past, present or future loss of income, wages, or Earnings; and  
b) Any other benefits paid or payable under the group policy.

The Participant or Dependent shall reimburse the insurer up to the amount of any benefits paid in the past or that are payable in the future under the group

## GENERAL PROVISIONS (cont'd)

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policy out of the gross damages recovered whether recovered at trial, or prior to trial by way of any form of settlement, and without regard to whether the Participant or Dependent has obtained full recovery of his losses.

Where the Participant or Dependent recovers damages in a lump sum, either by way of settlement or court order, and no allocation has been made in that settlement for the benefits paid or payable by the insurer, the insurer shall be reimbursed, out of the gross damages recovered, the full amount of benefits that have been paid to the Participant or Dependent. The insurer shall also be entitled to be reimbursed an amount, as determined by the insurer, which reasonably reflects the value of the future benefits payable to the Participant or Dependent under the group policy. The insurer's recovery in this regard shall not exceed the Participant or Dependent's gross damages recovered or gross settlement. These rights of reimbursement shall be without regard to the terms of settlement or allocation that may have been agreed to by the Participant or Dependent and the third party.

In the event that the Participant or Dependent fails to reimburse the insurer in accordance with the group policy, no future benefits will be paid by the insurer until such time as the insurer recovers:

- a) The total amount of benefits paid to the Participant or Dependent; and
- b) An amount that reasonably reflects, as determined by the insurer, the total amount or value of any future benefits payable to the Participant or Dependent.

The insurer's recovery in this regard shall not exceed the Participant or Dependent gross damages recovered or gross settlement.

The insurer shall also have the right to seek recovery directly from the Participant or Dependent, or exercise any other right or remedy it may have under the group policy or under the law, in the event that any overpayment has resulted from the lack of reimbursement.

The Participant shall notify the insurer as soon as any action is commenced by him or his Dependent against any third party which involves a claim for damages. The Participant or Dependent shall provide the insurer information, including copies of all relevant documentation, about any judgement or settlement of any claim against a third party which involves a claim for damages. The Participant or Dependent will ensure that the subrogated rights of the insurer

## GENERAL PROVISIONS (cont'd)

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are advanced in any third party action and shall instruct his solicitor accordingly. The insurer shall not be responsible for any legal fees or expenses in regards to the advancement of its subrogated claim unless it has clearly agreed to such fees and expenses in writing in advance. The insurer reserves the right to retain its own counsel and/or pursue its subrogated rights against the third party and, in this respect, the Participant and Dependent and his solicitor shall fully cooperate with the insurer in the pursuit of its claim.

The insurer's subrogated claims shall not be settled or compromised in any way without its prior written consent. Unless the prior consent of the insurer has been obtained, no such settlement of any claim against the third party shall be binding on the insurer and the insurer shall have the right to seek recovery directly from the Participant and Dependent in accordance with its rights under the group policy or under the law.

### OVERPAYMENT

If the insurer determines that a benefit has been overpaid, the Participant or any other person to whom such benefit was overpaid is liable to reimburse the insurer immediately and in full as soon as the insurer requests such reimbursement.

In the event the overpayment is not reimbursed, the insurer shall have the right, at its sole discretion and in addition to any other legal remedy it may have, to recover such overpayment by exercising any or all of the following rights:

- a) Reduce to zero the disability benefit payments payable to the Participant under the group policy until such time as the overpayment is fully recovered.
- b) Reduce the sum insured of any life insurance benefits payable under the group policy, or reduce any other benefits payable under the group policy, by up to 100% of the amount of the outstanding overpayment, whether such benefits are payable to the Participant, or to the Participant's estate, Dependents, eligible survivors, or beneficiaries.

## GENERAL PROVISIONS (cont'd)

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### LIMITATION ON LEGAL ACTIONS

No action or proceeding against the insurer shall be commenced within the first 60 Days following the date on which written proof of claim is provided to the insurer in accordance with all of the terms and conditions of the group policy.

Every action or proceeding against an insurer for the recovery of insurance money payable under the group policy is absolutely barred unless commenced within the time set out in the *Insurance Act*, or other similar applicable legislation (e.g. *Limitations Act, 2002* [Ontario]; Civil Code of Quebec) in the Participant's province.

## PARTICIPANT'S LIFE INSURANCE

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Upon the death of the Participant while insured under this benefit, the insurer undertakes to pay to the beneficiary the sum insured as indicated in the Summary of Benefits, subject to all of the terms and conditions of this benefit and the group policy.

### DEFINITIONS

As used in this benefit:

**Total Disability and Totally Disabled** means that, the Participant is, due to an Illness or Accident, continuously unable to perform any Gainful Employment, as determined by the insurer.

Except as specifically permitted by the Rehabilitation Program provision of the group policy or specifically approved by the insurer, if a Participant engages in any occupation, any employment, or any other activity for compensation or profit, he will be deemed to no longer be Totally Disabled.

The following will not be taken into consideration in determining the Total Disability:

- a) The availability of any Gainful Employment; and
- b) The loss, revocation, withdrawal, or non renewal of a professional or occupational license, permit or any other certification required to perform such Gainful Employment.

However, if the Participant should be insured under the Long-Term Disability Insurance benefit under the group policy, the definitions of **Total Disability** and **Totally Disabled** shall be as defined under the Long-Term Disability Insurance benefit.

**Gainful Employment** means any occupation, any employment or any other activity for compensation or profit, for which the Participant is reasonably qualified (or may so become) by training, education or experience, and from which the Participant would be able to earn at least 60% of his Indexed Pre-Total Disability Gross Monthly Earnings.

## **PARTICIPANT'S LIFE INSURANCE (cont'd)**

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### CONVERSION PRIVILEGE

A Participant whose life insurance is cancelled on or prior to his 65th birthday due to termination of:

- a) His employment; or
- b) His group membership; or
- c) The group policy and he has been continuously insured under a life insurance benefit provided by the Policyholder for at least 5 years,

will be able to convert all or part of his life insurance to an individual life insurance policy without having to provide evidence of insurability.

The Participant may choose to convert to one of the following types of insurance:

- a) Permanent; or
- b) Term to age 65; or
- c) One year term convertible into permanent or term to age 65 at the end of one year.

The amount that can be converted to an individual life policy will include all amounts of life insurance that the Participant was insured for under this benefit, an optional life insurance benefit and any other group insurance policy issued by the insurer, and will not exceed the lesser of:

- a) The amount selected by the Participant; or
- b) The amount for which the Participant was insured immediately prior to the termination of his insurance; or
- c) The difference between the amount for which the Participant was insured immediately prior to the termination of his insurance, and the amount for which he is eligible under a new group insurance policy; or
- d) \$200,000 (\$400,000 for Participants living in the Province of Quebec).

The individual life insurance policy shall not include a disability benefit, nor an accidental death and dismemberment benefit, and the premium shall be based on the insurer's rates in effect which apply to the type and amount of such policy, according to the Participant's sex and attained age.

## **PARTICIPANT'S LIFE INSURANCE (cont'd)**

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The individual life policy will only be issued if the insurer receives a written request to that effect, together with a deposit covering the monthly premium for a one year term policy within 31 Days of the date of the termination of the Participant's life insurance, and will take effect only at the expiration of that period.

Should the Participant die during the period of 31 Days following the termination of his life insurance, the insurer shall pay an amount equal to that which he could have converted whether or not he made application for the individual life policy.

### WAIVER OF PREMIUMS

- a) A Participant who becomes Totally Disabled will be eligible to have his premiums waived for this benefit, if he is under age 65 and is eligible to receive a benefit under the Long-Term Disability Insurance benefit, if included in the group policy.

If the Participant is not eligible to receive a benefit under the Long-Term Disability Insurance benefit or there is no Long-Term Disability Insurance benefit included in the group policy, he will be eligible to have his premiums waived for this benefit provided:

- i) The Participant was under 65 years of age at the onset of Total Disability; and
  - ii) The Participant became Totally Disabled as defined under this benefit, while insured under this benefit and before any termination of employment; and
  - iii) The Participant has been Totally Disabled for at least 4 continuous months; and
  - iv) Proof of Total Disability, satisfactory to the insurer, was submitted to the insurer within 12 months of the onset of the Total Disability.
- b) The amount of insurance for which the waiver of premiums applies will be that which was in force on the Participant's life at the onset of the Total Disability, and will be subject to any reductions and termination indicated in the Summary of Benefits, or otherwise indicated in this benefit or in the General Provisions of the group policy, which would have been applicable to the Participant if he had been Actively at Work.



## **PARTICIPANT'S LIFE INSURANCE (cont'd)**

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- c) The Participant's premiums will begin to be waived on the earliest of the following dates:
  - i) The Day following completion of the Elimination Period under the Long-Term Disability Insurance benefit, if applicable; or
  - ii) The Day following a continuous period of Total Disability of 4 months.
- d) The Participant whose premiums are waived under this section must provide the insurer with proof of Total Disability, as often as the insurer may reasonably require.
- e) The waiver of premiums will terminate on the earliest of the following dates:
  - i) The date on which the Participant ceases to be Totally Disabled; or
  - ii) The date on which the Participant fails to submit to an examination in accordance with the terms and conditions of the group policy, if required by the insurer; or
  - iii) The date on which the Participant retires or reaches the normal retirement age under the Employer's pension plan, but never beyond 65 years of age; or
  - iv) The date on which the Participant reaches the termination age for his life insurance benefit as indicated in the Summary of Benefits, if applicable; or
  - v) The date on which the Participant fails to provide any proof of Total Disability required by the insurer; or
  - vi) The date on which the Participant pleads guilty or is found guilty of an offence for which he is confined in a penitentiary, prison, correctional facility, forensic psychiatric facility or any similar institution; or
  - vii) The date on which the Participant refuses to actively and continuously participate and cooperate in a Rehabilitation program, if required by the insurer.

## **PARTICIPANT'S LIFE INSURANCE (cont'd)**

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- f) If on the date the waiver of premiums terminates with respect to the Participant, he is not eligible to be insured under the Participant's Life Insurance benefit, he will be eligible to exercise the Conversion Privilege as provided for under this benefit.

### **REDUCTIONS**

The sum insured is reduced as indicated in the Summary of Benefits. The sum insured is also subject to any applicable reductions indicated in this benefit or in the General Provisions of the group policy.

### **TERMINATION**

The insurance under this benefit terminates as indicated in the Summary of Benefits, or such other earlier date indicated in this benefit or in the General Provisions of the group policy.

## DEPENDENTS' LIFE INSURANCE

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Upon the death of a Dependent while insured under this benefit, the insurer undertakes to pay to the Participant the sum insured, as indicated in the Summary of Benefits, subject to all of the terms and conditions of this benefit and the group policy.

### WAIVER OF PREMIUMS

A Participant whose life insurance premiums are waived in accordance with the Waiver of Premiums provision of the Participant's Life Insurance benefit will also be entitled to have the premiums for this benefit waived, under the same terms and conditions.

### CONVERSION PRIVILEGE

A Participant whose Spouse's life insurance under this benefit is cancelled on or prior to the earlier of his 65th birthday or his Spouse's 65th birthday, due to the termination of:

- a) His employment; or
- b) His group membership; or
- c) The group policy and his Spouse had been continuously insured under a Dependents' Life Insurance benefit provided by the Policyholder for at least 5 years,

will be able to convert all or part of his Spouse's life insurance to an individual life insurance policy without having to provide evidence of insurability.

A Spouse whose life insurance under this benefit is cancelled on or prior to the earlier of his 65th birthday or the 65th birthday of the Participant, due to the death of the Participant, will be able to convert all or part of his life insurance to an individual life insurance policy without having to provide evidence of insurability.

The Participant or Spouse, if applicable, will be able to convert the life insurance to one of the following types of insurance:

- a) Permanent; or

## DEPENDENTS' LIFE INSURANCE (cont'd)

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- b) Term to age 65; or
- c) One year term convertible into permanent term or term to age 65 at the end of the one year.

The amount that can be converted to an individual life policy will include all amounts of life insurance and optional life insurance that the Spouse is insured for under the group policy, and any other group insurance policy issued by the insurer, and will not exceed the lesser of:

- a) The amount selected by the Participant or the Spouse, if applicable; or
- b) The amount for which the Spouse was insured immediately prior to the termination of his insurance; or
- c) The difference between the amount for which the Spouse was insured immediately prior to the termination of his insurance and the amount for which he is eligible under a new group insurance policy; or
- d) \$200,000 (\$400,000 for Participants living in the Province of Quebec).

The individual life policy will not include a disability benefit nor an accidental death and dismemberment benefit and the premiums will be based on the insurer's rates in effect which apply to the type and amount of such policy, based on the Spouse's sex and attained age.

The individual life policy will only be issued if the insurer receives a written request to that effect, together with a deposit covering the monthly premium for a one year term policy, within 31 Days of the date of the termination of the Spouse's life insurance and will take effect only at the expiration of that period.

Should the Spouse die during the period of 31 Days following the termination of his life insurance, the insurer shall pay an amount equal to that which could have been converted to the Participant, or the Participant's estate if he is no longer living, whether or not application had been made for the individual life policy.

### REDUCTIONS

The sum insured is subject to any applicable reductions indicated in this benefit or in the General Provisions of the group policy.

## **DEPENDENTS' LIFE INSURANCE (cont'd)**

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### TERMINATION

The insurance under this benefit terminates as indicated in the Summary of Benefits, or such other earlier date indicated in this benefit or in the General Provisions of the group policy.

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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If the Insured Person suffers a Covered Loss of a type described in the Schedule of Amounts of Insurance provision of this benefit, the insurer undertakes to pay the percentage of the sum insured specified for the Covered Loss, subject to all of the terms and conditions of this benefit and the group policy.

The sum insured under this benefit will be as indicated in the Summary of Benefits.

Payment will be made to the Participant, except in the case of the Loss of the Participant's life in which case payment will be made to the Participant's beneficiary.

### DEFINITIONS

As used in this benefit:

**Hemiplegia** means the total paralysis of both the upper and lower limbs of one side of the body.

**Loss** means:

- a) With regard to a hand or foot, the complete severance through or above the wrist or ankle joint but below the elbow or knee joint.
- b) With regard to an arm or leg, the complete severance through or above the elbow or knee joint.
- c) With regard to a thumb, the complete loss of one entire phalanx of the thumb.
- d) With regard to a finger, the complete loss of two entire phalanges of the finger.
- e) With regard to a toe, the complete loss of one entire phalanx of the big toe and all phalanges of the other toes.
- f) With regard to an eye, the irrecoverable loss of the entire sight thereof.
- g) With regard to speech, the complete and irrecoverable loss of the ability to utter intelligible sounds.

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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h) With regard to hearing, the complete and irrecoverable loss of hearing.

**Loss of Use** means the total and irrecoverable loss of use provided the loss of use is continuous for 12 consecutive months and such loss is determined to be permanent at the end of such period.

**Paraplegia** means the total paralysis of both lower limbs.

**Quadriplegia** means the total paralysis of both the upper and lower limbs.

### CONDITIONS

Benefits are payable for the Covered Loss provided all of the following conditions are met:

- a) The Covered Loss results directly and solely from an Accident and independently from all other causes; and
- b) The Covered Loss occurs within 365 Days of the Accident; and
- c) The Accident which resulted in the Covered Loss must have occurred while the Insured Person was insured under this benefit; and
- d) The Covered Loss is not excluded under the Exclusions provision of this benefit.

### SCHEDULE OF AMOUNTS OF INSURANCE

<u>Covered Losses:</u>	<u>Percentage of Sum Insured</u>
• <b>Loss or Loss of Use of</b>	
– life; both hands; both feet; one hand and one foot; sight of both eyes; one hand and sight of one eye; one foot and sight of one eye; hearing in both ears and speech	100%

## PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)

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<u>Covered Losses:</u>	<u>Percentage of Sum Insured</u>
• <b>Loss or Loss of Use of</b>	
– one arm; one leg	80%
– one hand; one foot; sight of one eye; speech; hearing in both ears	75%
– thumb and index finger on one hand; four fingers on one hand; hearing in one ear	40%
– all toes on one foot	33 1/3%
• <b>Quadriplegia, Paraplegia, or Hemiplegia</b>	200%

### BEREAVEMENT EXPENSES

If a Participant, while insured under this benefit, should sustain an accidental Loss of life and a benefit is payable under this benefit for such Loss, the insurer will reimburse the reasonable and necessary expenses actually incurred by the Spouse and Dependent Children for up to 6 sessions of grief counselling by a professional counsellor, up to a maximum of \$2,500.

### BRAIN DAMAGE

If an Insured Person, while insured under this benefit, should suffer a Covered Loss for which a benefit is payable under this benefit, and as a result of such Covered Loss incurs brain damage, the insurer will pay the sum insured, less any amount paid or payable for the Covered Loss, provided:

- a) The Insured Person incurs brain damage within 120 Days from the date of the Accident; and



## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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- b) The Insured Person is Hospitalized as a result at least 7 of the first 120 Days; and
- c) A Physician determines, satisfactory to the insurer, that the Insured Person has evidence of brain damage for at least 6 consecutive months.

### DAYCARE EXPENSES

If a Participant should suffer an accidental Loss of life for which a benefit is payable under this benefit, and his Dependent Child was enrolled in a Daycare Centre on the date of his death or is enrolled in a Daycare Centre within 365 Days of the date of his death, the person who is in loco parentis of such Child may apply, in a written notice deposited with the insurer, to receive a benefit to cover the reasonable and necessary expenses incurred as a result of such enrollment.

Benefit payments will be made by the insurer each year the Dependent Child is enrolled in the Daycare Centre but not beyond the year in which:

- a) The Dependent Child attains his 12th birthday; or
- b) 4 yearly benefit payments have been made,

whichever occurs first.

The first benefit payment will be made on the latter of the date on which the Loss of life benefit with respect to the Participant becomes payable under this benefit and the date on which the insurer receives proof that the Dependent Child is enrolled in a Daycare Centre. Subsequent benefit payments will be payable for each successive year on the date the insurer receives proof of the Dependent Child's enrollment in a Daycare Centre.

The amount of each benefit payment will be equal to 5% of the sum insured, up to a maximum of \$5,000.

### **As used above:**

- ♦ **Daycare Centre** means a centre that has been licensed by the appropriate provincial government authorities to provide day care services for children.

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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### EDUCATIONAL EXPENSES

A Dependent of a Participant who suffered an accidental Loss of life for which a benefit is payable under this benefit, may apply, in a written notice deposited with the insurer, to receive a benefit to cover the expenses incurred as a result of continuing his education as a full-time student beyond the high school level, provided:

- a) On the date of the death of the Participant, the Dependent is enrolled as a full-time student at an educational institution which is beyond the high school level or if the Dependent was in high school at the time of the Participant's death, that he enrolls as a full-time student at an educational institute which is beyond the high school level within 365 Days of the date of the death of the Participant; and
- b) Proof, satisfactory to the insurer, that the Dependent is a full-time student at an educational institute which is beyond the high school level is provided to the insurer upon request.

Benefit payments will be made by the insurer each year, up to a maximum of 4 successive years, with the first payment to be made on the latter of the date on which the Loss of life benefit with respect to the Participant becomes payable under this benefit and the date on which the insurer receives proof that the Dependent is enrolled as a full-time student at an educational institute which is beyond the high school level. Subsequent benefit payments will be payable for each successive school year on the date the insurer receives proof of the Dependent's continuing enrollment as a full-time student in an educational institute which is beyond the high school level. The amount of each benefit payment will be equal to 5% of the sum insured, up to a maximum of \$10,000.

If, at the time of Loss, none of the Dependent Children are eligible for the Educational Expenses benefit, the insurer will provide the beneficiary with an additional amount of \$2,500.

If the Spouse should receive a benefit hereunder, he will not be eligible to receive a benefit under the Occupational Training Expenses benefit.

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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### **EXPOSURE AND DISAPPEARANCE**

If by reason of an Accident which is covered by this benefit, an Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a Covered Loss for which a benefit is otherwise payable hereunder, such Covered Loss will be covered under this benefit.

If the body of an Insured Person is not found within one year of the date of an Accident which results in the disappearance, sinking or wrecking of the conveyance in which the Insured Person was riding at the time of the Accident and which occurs under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured Person suffered a Loss of life, unless there is evidence to the contrary.

### **FAMILY TRANSPORTATION AND ACCOMMODATION EXPENSES**

If an Insured Person becomes Hospitalized while insured under this benefit and such Hospitalization is due to a Covered Loss for which a benefit is payable under this benefit, the Insured Person may apply, in a written notice deposited with the insurer, to receive an additional benefit, up to a maximum of \$20,000 to cover the expenses actually incurred by the members of his Immediate Family for transportation and hotel accommodation in visiting him, provided:

- a) The accommodation and transportation expenses were incurred as a direct result of the visit to the Insured Person; and
- b) Transportation must have been by the most direct route to the Hospital; and
- c) The Hospital is located at a point which is not less than 150 kilometers from the Insured Person's normal place of residence; and
- d) The Insured Person is under the Regular Care and Attendance of a Physician or legally licensed surgeon, other than himself; and
- e) The visit of the family members must be considered by the attending physician or surgeon to be beneficial to the Insured Person; and
- f) The expenses related to transportation and accommodation are deemed by the insurer to be reasonable and necessary.

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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If transportation to the Hospital occurs in a vehicle or other device, other than one operated under a license for the conveyance of passengers for hire, reimbursement of transportation expenses will be limited to a maximum of \$0.35 per kilometer.

### **As used above:**

- ♦ **Regular Care and Attendance** means the observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the confinement.
- ♦ **Immediate Family** means a person of at least 18 years of age who is a Spouse, son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law of the Insured Person.

If a Family Transportation and Accommodation Expenses benefit should be offered under any of the other provisions included in the group policy, it shall be provided under only one of the provisions.

### FUNERAL EXPENSES

If an Insured Person, while insured under this benefit, should sustain an accidental Loss of life and a benefit is payable under this benefit for such Loss, the insurer will reimburse the actual funeral expenses incurred, up to a maximum of \$5,000.

### HOME ALTERATION AND VEHICLE MODIFICATION EXPENSES

If an Insured Person, while insured under this benefit, should suffer a Covered Loss for which a benefit is payable under this benefit, and as a result of such Covered Loss requires the use of a wheelchair to be ambulatory, the Insured Person may apply, in a written notice deposited with the insurer, to receive an additional benefit, subject to the greater of:

- a) \$15,000; or

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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b) 10% of the sum insured, up to a maximum of \$50,000,

to cover the expenses incurred for:

- a) The one time cost of alterations to the Insured Person's principal residence to make it wheelchair accessible and habitable; and
- b) The one time cost of modifications necessary to a motor vehicle utilized by the Insured Person to make it wheelchair accessible or drivable.

The benefit is payable provided that:

- a) The expenses related to the alterations of the Insured Person's residence or modifications of his motor vehicle are deemed by the insurer to be reasonable and necessary; and
- b) The expenses are incurred within 365 Days of the Insured Person's Accident which caused the Covered Loss; and
- c) The home alterations are made by a person or persons experienced in such alterations and are recommended, in writing, by a recognized organization providing support and assistance to wheelchair users; and
- d) The motor vehicle modifications are carried out by a person or persons who are experienced in such matters and are approved by the appropriate provincial licensing authorities.

### HOSPITAL INDEMNITY EXPENSES

If an Insured Person becomes Hospitalized while insured under this benefit and such Hospitalization is due to a Covered Loss for which a benefit is payable under this benefit, the Insured Person may apply, in written notice deposited with the insurer, to receive a daily benefit of 1/30th of 1% of the sum insured, up to a monthly maximum of \$2,500. A period of Hospitalization necessary for an injury other than for a Covered Loss for which a benefit is payable under this benefit will be covered as stated above, provided such Hospitalization is of at least a 4 Day period.

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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### IDENTIFICATION EXPENSES

If an Insured Person, while insured under this benefit, should sustain an accidental Loss of life and requires body identification, and a benefit is payable under this benefit for such Loss, the insurer will pay, up to a maximum of \$20,000, the expenses actually incurred by a member of his Immediate Family for transportation and hotel accommodation, provided:

- a) Transportation must have been by the most direct route; and
- b) The body is located not less than 150 kilometres from the member of the Immediate Family's residence; and
- c) The identification of the body is required by the police or a similar law enforcement agency.

If transportation occurs in a vehicle or other device, other than one operated under a license for the conveyance of passengers for hire, reimbursement of transportation expenses will be limited to a maximum of \$0.35 per kilometer.

### **As used above:**

- ♦ **Immediate Family** means a person of at least 18 years of age who is a Spouse, son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law of the Insured Person.

### OCCUPATIONAL TRAINING EXPENSES

A Spouse of a Participant who suffered an accidental Loss of life for which a benefit is payable under this benefit may apply, in a written notice deposited with the insurer, to receive a benefit, up to a maximum of \$20,000, to cover the expenses incurred as a result of an occupational training program which he may undertake, provided:

- a) The occupational training program will result in the Spouse being qualified for active employment in an occupation for which he would not otherwise have had sufficient qualifications prior to undertaking such program; and

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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- b) The occupational training program has been approved, in advance, by the insurer; and
- c) The expenses related to the occupational training program are actually incurred within 3 years of the date of the Participant's Accident; and
- d) The expenses related to the occupational training program are deemed by the insurer to be reasonable and necessary. Ordinary living (e.g. room and board), travelling and clothing expenses will not be reimbursed.

If the Spouse should receive a benefit hereunder, he will not be eligible to receive a benefit under the Educational Expenses benefit.

### PSYCHOLOGICAL THERAPY EXPENSES

If an Insured Person, while insured under this benefit, should suffer a Covered Loss for which a benefit is payable under this benefit and results in the Insured Person requiring psychological therapy, as prescribed by a Physician, the Insured Person may apply, in a written notice deposited with the insurer, to receive an additional benefit, up to a maximum of \$5,000, to cover the reasonable and necessary expenses actually incurred.

### REHABILITATION EXPENSES

In the event a Participant should sustain a Covered Loss for which a benefit is payable under this benefit, such Participant may apply, in a written notice deposited with the insurer, to receive an additional benefit, up to a maximum of \$20,000, to cover the expenses incurred as a result of a rehabilitation program which he may undertake, provided:

- a) The Covered Loss resulted in the Participant's inability to substantially perform all of the essential duties of his occupation; and
- b) The Covered Loss requires that the Participant undergo special training to be qualified to engage in a special occupation in which he would not have engaged except for such Covered Loss; and
- c) The rehabilitation program has been approved, in advance, by the insurer; and

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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- d) The expenses related to the rehabilitation program are incurred within 3 years of the date of the Accident which resulted in the Covered Loss; and
- e) The expenses related to the rehabilitation program are deemed by the insurer to be reasonable and necessary. Ordinary living (e.g. room and board), travelling and clothing expenses will not be reimbursed.

If a Rehabilitation Expenses benefit should be offered under any of the other provisions included in the group policy, it shall be provided under only one of the provisions.

### **REPATRIATION EXPENSES**

If an Insured Person, while insured under this benefit, should sustain an accidental Loss of life while outside of his province of residence and a benefit is payable under this benefit for such Loss, the insurer will reimburse the actual expenses incurred, up to a maximum of \$20,000, for:

- a) The preparation of the Insured Person's body for transportation; and
- b) The transportation of the Insured Person's body to the first resting place (including, but not limited to, a funeral home) in proximity to his normal place of residence.

The reimbursement of the expenses will be made to the individual who incurred the charges related to the preparation and transportation of the Insured Person's body provided such individual provides proof, satisfactory to the insurer, that he incurred such charges.

If a Repatriation Expenses benefit should be offered under any of the other provisions included in the group policy, it shall be provided under only one of the provisions.

### **SEAT BELT**

If an Insured Person, while insured under this benefit, should suffer a Covered Loss for which a benefit is payable under this benefit and such loss should occur



## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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while he is driving or riding in a Motor Vehicle, the insurer will pay an additional amount equal to 10% of his sum insured provided that:

- a) The Motor Vehicle was being used in a prudent manner at the time of the Accident; and
- b) The Insured Person was wearing a properly fastened Seat Belt at the time of the Accident. Proof, satisfactory to the insurer, that the Insured Person was wearing the Seat Belt at the time of the Accident must be provided to the insurer at the time of claim; and
- c) The operator of the Motor Vehicle had a valid driver's license permitting such person to operate the type of Motor Vehicle being used.

### **As used above:**

- ◆ **Motor Vehicle** means a private passenger motor vehicle.
- ◆ **Seat Belt** means the belts that form a restraint system in a passenger Motor Vehicle.

### WORKPLACE MODIFICATION AND ACCOMMODATION EXPENSES

If a Participant, while insured under this benefit, should suffer a Covered Loss for which a benefit is payable under this benefit and such Loss should require special adaptive equipment and/or workplace modification for a Participant to return to active full-time employment, the insurer will reimburse the actual expenses incurred, up to a maximum of \$5,000, provided:

- a) The Policyholder agrees in writing to provide such modification and accommodation to the workplace for the purpose of making it accessible and adaptable to the needs of such Participant; and
- b) The Policyholder acknowledges in writing that the performance of the essential duties of such Participant's occupation may be altered.

### LIMITATIONS

The total amount payable for all Covered Losses resulting from any one Accident shall not exceed the Insured Person's sum insured shown for this benefit in the

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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Summary of Benefits, except with respect to Hemiplegia, Quadriplegia and Paraplegia.

If, as a result of any one Accident, an Insured Person suffers more than one of the Covered Losses shown in the Schedule of Amounts of Insurance provision with respect to any one limb, payment will be made only for the one Covered Loss for which the largest amount is payable.

### **AGGREGATE LIMIT OF INDEMNITY FOR ANY ONE AIR TRAVEL ACCIDENT**

Notwithstanding the benefit amounts payable for each Insured Person, the insurer's aggregate limit for all Covered Losses sustained by all Insured Persons as the result of the same air travel Accident shall not exceed \$5,000,000.

In the event the aggregate limit is insufficient to pay the full amount specified for each Insured Person, the amount of benefit payable with respect to each Insured Person will be in the proportion that such aggregate limit bears to the total amount of benefit that would have been payable except for the aggregate limit.

### **EXCLUSIONS**

No benefit will be payable for any Covered Loss resulting directly or indirectly from any of the following causes:

- a) Suicide, attempted suicide or self-inflicted injury, regardless of any impairment, illness, or state of mind.
- b) Any overdose from any substance or drug of any kind, whether legal or not and whether prescribed to the Insured Person or not.
- c) Committing or attempting to commit any offence under any criminal code or similar law in any jurisdiction, if the Insured Person has been charged or convicted.
- d) Civil unrest, insurrection or war, whether war be declared or not, or a riot.
- e) Service in the armed forces or reserves of any country.

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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- f) Travel or flight in any vehicle or device for aerial navigation except when riding as a passenger and not as a pilot, operator or member of the crew, in or on any aircraft provided such aircraft (i) has a current and valid certificate of air worthiness, (ii) is piloted by a person who holds a current and valid pilot's license of a rating authorizing him to pilot the aircraft, and (iii) is not owned, operated, chartered or leased by the Policyholder or the Participant's Employer.  
Boarding or alighting from an aircraft will be deemed to be part of the flight.
- g) The operation, care or control by the Insured Person of any vehicle or vessel with a blood alcohol concentration in excess of the limit permitted by the law, or while under the influence of any drug whether prescribed or not, or while under the influence of any intoxicating or addictive substance.
- h) The dangerous operation, care or control of any vehicle or vessel by the Insured Person, if the Insured Person has been convicted.

### WAIVER OF PREMIUMS

A Participant whose life insurance premiums are waived in accordance with the Waiver of Premiums provision of the Participant's Life Insurance benefit will also be entitled to have the premiums for this benefit waived, under the same terms and conditions.

However, the waiver of premiums will cease on the termination date of this benefit or policy.

### REDUCTIONS

The sum insured is reduced as indicated in the Summary of Benefits. The sum insured is also subject to any applicable reductions indicated in this benefit or in the General Provisions of the group policy.

## **PARTICIPANT'S ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (cont'd)**

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### TERMINATION

The insurance under this benefit terminates as indicated in the Summary of Benefits, or such other earlier date indicated in this benefit or in the General Provisions of the group policy.

## LONG-TERM DISABILITY INSURANCE

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If a Participant becomes Totally Disabled while insured under this benefit and while he is Actively at Work, the insurer will undertake to pay the Participant the amount of the Long-Term Disability benefit specified in the Summary of Benefits for each month or part of a month during which such Total Disability lasts, subject to all of the terms and conditions of this benefit and the group policy.

### DEFINITIONS

As used in this benefit:

**Total Disability** and **Totally Disabled** means that, during the Participant's Elimination Period and the first 24 months following the Elimination Period, the Participant is, due to an Illness or Accident, continuously unable to perform all the essential duties of his Regular Occupation with his own Employer and is also continuously unable to perform all those same duties of his Regular Occupation with any other employer, all of which shall be determined by the insurer.

After the Elimination Period and the first 24 months following the Elimination Period, **Total Disability** and **Totally Disabled** means that the Participant is, due to an Illness or Accident, continuously unable to perform any Gainful Employment, as determined by the insurer.

Except as specifically permitted by the Rehabilitation Program provision of the group policy or specifically approved by the insurer, if a Participant engages in any occupation, any employment, or any other activity for compensation or profit, he will be deemed to no longer be Totally Disabled.

The following will not be taken into consideration in determining the Total Disability:

- a) The availability of the Regular Occupation or any Gainful Employment; and
- b) The loss, revocation, withdrawal, or non renewal of a professional or occupational, license, permit or any other certification required to perform such Regular Occupation or Gainful Employment.

**Gainful Employment** means any occupation, any employment or any other activity for compensation or profit, for which the Participant is reasonably

## **LONG-TERM DISABILITY INSURANCE (cont'd)**

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qualified, or may so become, by training, education or experience, and from which the Participant would be able to earn at least 60% of his Indexed Pre-Total Disability Gross Monthly Earnings.

**Regular Occupation** means the occupation that the Participant was regularly performing immediately before the date of Total Disability.

**Elimination Period** means the period specified in the Summary of Benefits during which the Participant must be continuously absent from work due to a Total Disability before he can begin to receive Long-Term Disability benefits.

**Satisfactory Application** means that the Participant has made an application and has taken all necessary steps to appeal any denial of that application to the highest level of appeal, all within the time limits prescribed for such application or appeal.

### PARTICULARS

#### **Beginning of Benefit Payments**

Payment of the Long-Term Disability benefit begins following completion of the Elimination Period specified in the Summary of Benefits.

#### **Amount of Benefit Payments**

The amount of the Long-Term Disability benefit payable is determined according to the formula set forth in the Summary of Benefits and will not exceed the monthly maximum amount specified.

### REDUCTION OF BENEFIT PAYMENTS

#### **Satisfactory Application**

The Participant is required to make a Satisfactory Application for all Direct and Indirect Reductions to which, in the opinion of the insurer, he is or may become entitled.

## **LONG-TERM DISABILITY INSURANCE (cont'd)**

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### **Direct Reductions**

The Long-Term Disability benefit payable by the insurer will be reduced by the following amounts which are payable or which would have been payable to the Participant had a Satisfactory Application been made under:

- a) The Quebec or Canada Pension Plan disability benefits, excluding benefits payable on behalf of a Dependent Child; and
- b) Workers' compensation benefits and any other similar benefits; and
- c) Income loss or replacement benefits payable under provincial automobile insurance legislation; and
- d) Benefits payable under provincial crime victims compensation legislation; and
- e) The Quebec or Canada Pension Plan retirement benefits where the effective date on which the retirement benefits commenced is after the date of Total Disability; and
- f) Payments made to the Participant for statutory and common law notice as a result of his termination of employment or lay off; and
- g) Any short-term disability or sick leave benefits payable to the Participant by his Employer, the insurer or any other third party; and
- h) Damages received from any third party that have not been already reimbursed to the insurer in accordance with the Subrogation provision under the group policy; and
- i) Income benefits, including but not limited to, Earnings continued by the Employer, and any paid vacation or statutory holidays payable to the Participant for the period of Total Disability.

The amounts which would have been payable to the Participant had a Satisfactory Application been made will be estimated in accordance with the Provisional Reductions provision of this benefit.

### **Indirect Reductions**

The Long-Term Disability benefit payable by the insurer will be further reduced so that the total amount of all income, compensation, profit, indemnities and benefits from All Sources, which is payable to the Participant, or which would

## LONG-TERM DISABILITY INSURANCE (cont'd)

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have been payable to the Participant had a Satisfactory Application been made, does not exceed:

- a) 85% of the Participant's Pre-Total Disability Gross Monthly Earnings, if the Long-Term Disability benefit is taxable; or
- b) 85% of the Participant's Pre-Total Disability Net Monthly Earnings, if the Long-Term Disability benefit is non-taxable.

The amounts which would have been payable to the Participant had a Satisfactory Application been made, will be estimated in accordance with the Provisional Reductions provision of this benefit.

**All Sources** means:

- a) The Long-Term Disability benefit under the group policy; and
- b) Any of the Direct Reductions listed above; and
- c) The Quebec or Canada Pension Plan retirement benefits where the effective date on which the retirement benefits commenced is within the 12 months prior to the date of Total Disability; and
- d) Any other group, association or franchise plan for the same or related Total Disability; and
- e) Any other governmental body or government plan; and
- f) Any form of employment, self-employment or business which has not already been taken into account in the reductions applicable to this benefit.

### **Lump Sum Payments**

Should any of the amounts listed in subparagraphs (b) to (f) of the All Sources be paid to the Participant as a lump sum, the insurer shall be entitled to reduce the Long-Term Disability benefit payment, whether retroactively or in the future, by the monthly amount that would have been payable to the Participant had the lump sum been paid on a monthly basis. The insurer shall be entitled to calculate such monthly amount that would have been payable based on the period of time the lump sum represents. Where no period of time is stipulated for the lump sum, the insurer shall have the right to determine a reasonable period of time.



## **LONG-TERM DISABILITY INSURANCE (cont'd)**

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### **Rehabilitation Program Reductions**

If the Participant is participating in a Rehabilitation Program approved by the insurer, the amount of the Long-Term Disability benefit payable by the insurer will be further reduced so that the total amount of all income, compensation, profit, indemnities and benefits which are payable or which would have been payable to the Participant had a Satisfactory Application been made from (i) any of the All Sources; and (ii) the approved Rehabilitation Program, does not exceed

- a) 100% of the Participant's Pre-Total Disability Gross Monthly Earnings if the Long-Term Disability benefit is taxable; or
- b) 100% of the Participant's Pre-Total Disability Net Monthly Earnings if the Long-Term Disability benefit is non-taxable.

### **Further Reductions**

After the first reductions made from any of the amounts listed in subparagraphs (b) to (f) of All Sources as defined above, future cost of living adjustments made to amounts payable from such sources will not bring about further reductions.

### **Provisional Reductions**

The insurer reserves the right to provisionally reduce the amount of the Participant's Long-Term Disability benefit by the amounts estimated by the insurer, which are payable or which would have been payable to a Participant had a Satisfactory Application been made, from any of the All Sources listed in subparagraphs (b) to (f) in the following circumstances:

- a) If, in the opinion of the insurer, a Satisfactory Application for such All Sources has not been made; or
- b) A Satisfactory Application has been made but has not yet been approved or denied; or
- c) A Satisfactory Application has been made and has been denied and such denial is being appealed by the Participant.

## LONG-TERM DISABILITY INSURANCE (cont'd)

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However, the insurer will not make a provisional reduction of the estimated amount provided the Participant:

- a) With respect to the Canada Pension Plan:
  - i) Applies for disability benefits under the Canada Pension Plan as requested by the insurer or, where applicable, appeals a denial of such benefits as requested by the insurer, and provides evidence in the form required by the insurer that such application or appeal has actually been made; and
  - ii) Signs an “Irrevocable Consent to Deduct and Pay an Insurer” form, a “Consent for Service Canada and Insurer to Communicate Disability Benefit Information” form, and any other related forms as may be requested by the insurer.
- b) With respect to the Quebec Pension Plan:
  - i) Applies for disability benefits under the Quebec Pension Plan as requested by the insurer or, where applicable, appeals a denial of such benefits as requested by the insurer, and provides evidence in the form required by the insurer that such application or appeal has actually been made; and
  - ii) Signs the “Consent and Application for Remittance of Disability Benefits to an Insurer” form and any other related forms as may be requested by the insurer.
- c) With respect to workers compensation benefits:
  - i) Applies for workers compensation benefits; and
  - ii) Signs an undertaking and reimbursement agreement in the form provided by the insurer and any other related forms as may be requested by the insurer.

If the amount estimated by the insurer turns out to be different than the correct amount payable to the Participant, the insurer will adjust the Participant’s Long-Term Disability benefit in accordance with this benefit once the correct amount is provided to the insurer.

## **LONG-TERM DISABILITY INSURANCE (cont'd)**

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### TERMINATION OF BENEFIT PAYMENTS

The Long-Term Disability benefit payments cease on the earliest of the following dates:

- a) The date the maximum benefit payment period specified in the Summary of Benefits has been reached; or
- b) The date on which the Participant ceases to be Totally Disabled; or
- c) The date on which the Participant reaches the termination age specified in the Summary of Benefits for the Long-Term Disability benefit; or
- d) The date on which the Participant retires or reaches the normal retirement age under the Employer's pension plan; or
- e) The date of the Participant's death; or
- f) The date on which the Participant fails to submit to an examination in accordance with the group policy, as required by the insurer; or
- g) The date on which the Participant fails to provide any evidence of Total Disability required by the insurer; or
- h) The date on which the Participant refuses to actively and continuously participate and cooperate in a Rehabilitation Program, as required by the insurer; or
- i) The date on which the Participant pleads guilty or is found guilty of an offence for which he is confined in a penitentiary, prison, correctional facility, forensic psychiatric facility or any similar institution; or
- j) The date a Participant engages in any occupation, any employment, or any other activity for compensation or profit, except as specifically permitted by the Rehabilitation Program provision of the group policy and specifically approved by the insurer.

## **LONG-TERM DISABILITY INSURANCE (cont'd)**

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### **SUCCESSIVE PERIODS OF TOTAL DISABILITY**

#### **During the Elimination Period**

If a Participant who was Totally Disabled returns Actively at Work before the end of his Elimination Period, and then becomes Totally Disabled again while his insurance under this benefit is in force, such successive period of Total Disability will be considered to be a recurrence of the previous Total Disability only if:

- a) It is due to the same cause or related causes as the previous Total Disability; and
- b) The Participant was Actively at Work for 3 consecutive weeks or less, from the end of the previous Total Disability.

#### **After the Elimination Period**

If a Participant who was Totally Disabled returns Actively at Work after the end of his Elimination Period, and then becomes Totally Disabled again while his insurance under this benefit is in force, such successive period of Total Disability will be considered to be a recurrence of the previous Total Disability only if:

- a) It is due to the same cause or related causes as the previous Total Disability; and
- b) The Participant was Actively at Work for 6 consecutive months or less, from the end of the previous Total Disability.

#### **Recurrence of the Previous Total Disability**

When a successive period of Total Disability is determined by the insurer to be a recurrence of the previous Total Disability according to this provision, the Elimination Period will not have to be satisfied in full again. If the Elimination Period was not satisfied in full during the previous Total Disability, only that portion of the Elimination Period that was not satisfied will be applied.

The Long-Term Disability benefit payable for a recurrence of the previous Total Disability will be determined in accordance with all of the terms and conditions of the group policy based on the Participant's Earnings as at the date of the previous Total Disability. Benefits for all recurrences will not be paid for a

## LONG-TERM DISABILITY INSURANCE (cont'd)

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combined period longer than the maximum benefit period applicable to the previous Total Disability as shown in the Summary of Benefits.

### **New Total Disability**

If the insurer determines that a successive period of Total Disability is not a recurrence of the previous Total Disability according to this provision, such successive period of Total Disability will be considered to be a new Total Disability and a new Elimination Period will apply.

### EXCLUSIONS

No Long-Term Disability benefit will be payable for a Total Disability resulting directly or indirectly from, or which is in any manner or degree associated with or occasioned by, any of the following causes:

- a) Civil unrest, insurrection or war, whether war be declared or not, or a riot.
- b) Self-inflicted injury unless medical evidence establishes that the injury was directly related to a mental health illness.
- c) Care, surgery or treatment which is not Medically Required.
- d) Care, surgery or treatment for infertility.
- e) Care, surgery or treatment for cosmetic purposes, except when such care, surgery or treatment is Medically Required as a direct result of an illness or Accident.
- f) Committing or attempting to commit any offence under any criminal code or similar law in any jurisdiction, if the Participant has been charged or convicted.
- g) The operation, care or control by the Participant of any vehicle or vessel with a blood alcohol concentration in excess of the limit permitted by the law, or while under the influence of any drug, whether prescribed or not, or while under the influence of any intoxicating or addictive substance.

## LONG-TERM DISABILITY INSURANCE (cont'd)

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- h) Any addiction, including but not limited to drugs and alcohol, unless for such addiction, the Participant is actively participating and co-operating in an in-patient medical treatment program.
- i) The dangerous operation, care or control of any vehicle or vessel by the Participant, if the Participant has been convicted.
- j) A motor vehicle accident.
- k) A Pre-existing Condition, where the Total Disability begins within 12 months after the date on which the Participant became insured under this benefit.

**Pre-existing Condition** means an Illness or Accident or the symptoms of an Illness, or symptoms arising out of an Accident, whether diagnosed or not:

- i) For which the Participant sought or received (or for which he was advised to seek or receive) any treatment, advice consultation, diagnostic tests, or any care or services, from any medical healthcare provider; or
  - ii) For which the Participant was prescribed or took medication;
- during the 3 months prior to the date on which the Participant became insured under this benefit.

However, if the group policy is issued in replacement of a policy of a prior insurer, the Long-Term Disability benefits will be payable for a Total Disability due to a Pre-Existing Condition, provided that the Participant satisfies the following requirements:

- i) Was insured under the prior insurer's policy on the date it was terminated; and
- ii) Became insured under this benefit on the effective date of the group policy; and
- iii) Was Actively at Work on the effective date of the group policy; and
- iv) Satisfies the Pre-Existing Condition exclusion period under the group policy, giving consideration towards continuous time insured under both policies, or the prior policy giving

## LONG-TERM DISABILITY INSURANCE (cont'd)

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consideration towards continuous time insured under both policies.

The Long-Term Disability benefits payable to the Participant will be determined in accordance with this benefit, but in no case will it exceed the maximum amount and duration of the Long-Term Disability benefits of the prior insurer.

### LIMITATIONS

The Long-Term Disability benefit will not be payable during any of the following periods:

- a) The Participant is not under continuous and curative care actively provided by a Physician who is a Specialist in the field of medicine which is applicable to his Total Disability.
- b) The Participant is not undergoing medical treatment which, in the opinion of the insurer, is required.
- c) The Participant is out of Canada for a period of 90 consecutive Days or more.
- d) The Participant is confined in a penitentiary, prison, correctional facility, forensic psychiatric facility or any similar institution by order of a court or review board.
- e) The Participant is on a leave taken in accordance with any provincial or federal legislation, including but not limited to, maternity, parental or family-related leave.
- f) The Participant is on any leave of absence that was approved by the Employer.
- g) The Participant is on any other type of leave not already mentioned in this provision.
- h) The Participant is suspended with or without pay.

## **LONG-TERM DISABILITY INSURANCE (cont'd)**

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### **TOTAL DISABILITY THAT BEGINS WHILE A PARTICIPANT IS NOT ACTIVELY AT WORK**

No benefits will be payable for a Total Disability that begins while a Participant is not Actively at Work except as expressly set out in this provision.

If a Participant is not Actively at Work due to one of the Absences specified in this provision, Long-Term Disability benefits for a Total Disability that begins during such Absence will only be payable if all of the Conditions set out in this provision are satisfied:

#### **As used in this provision, Absence means:**

- A leave taken in accordance with any provincial or federal legislation including but not limited to maternity, parental or family-related leave.

#### **As used in this provision, Conditions means:**

- a) The Participant's insurance under this benefit was:
  - i) In force as of the date of Total Disability; and
  - ii) Kept in force during the entire Absence in accordance with the terms and conditions for extending such insurance under this benefit and policy, including but not limited to the Termination of Insurance provision of the group policy; and
- b) Any premiums due for the Participant during the Absence were paid to the insurer; and
- c) Had the Participant not been on the Absence he would have otherwise been able to satisfy the definition of Actively at Work; and
- d) The Participant satisfies all of the terms and conditions of this benefit and the group policy during the Absence and as of the date of Total Disability.

If the Conditions set out above are satisfied, any Long-Term Disability benefits that are payable to a Participant will only commence on the latest of:

- a) The date the Elimination Period is satisfied; or
- b) The date the Participant was scheduled to return Actively at Work following the scheduled end of his Absence.



## LONG-TERM DISABILITY INSURANCE (cont'd)

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### REHABILITATION PROGRAM

The insurer may, at its sole discretion, require a Participant who is Totally Disabled to participate in a Rehabilitation Program after completion of his Elimination Period.

**Rehabilitation Program** means any program or activity that, in the opinion of the insurer, would assist a Totally Disabled Participant in being able to return to his Regular Occupation or any Gainful Employment. Such Rehabilitation Program must be approved in advance and in writing by the insurer.

A Rehabilitation Program may include any form of the following activities or programs:

- a) Work hardening or return to work program on a gradual, modified, trial or part-time basis.
- b) Functional or occupational assessments, services for job placements or job searches.
- c) Treatment or access to healthcare services or assistive devices or any other equipment.
- d) Skills or knowledge development or upgrading, training, retraining or educational courses.
- e) Any other programs or activities that the insurer, at its sole discretion, determines to be appropriate and reasonable as a Rehabilitation Program taking into account factors such as the nature and expected duration of the Participant's Total Disability, his training, education or experience, and the nature, scope and cost of the program or activity.

The approval of a Rehabilitation Program by the insurer does not constitute an ongoing approval of such Program into the future. The insurer may, therefore and at its sole discretion, terminate a Rehabilitation Program at any time and for any reason.

### **Rehabilitation Expenses**

Any expenses for a Rehabilitation Program must be approved by the insurer in advance and in writing. If the insurer does approve such expenses he may limit

## **LONG-TERM DISABILITY INSURANCE (cont'd)**

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them to a cumulative total of 3 times the Participant's Long-Term Disability benefit.

### **Active and Continuous Participation Required**

The Participant must actively and continuously participate and cooperate in the Rehabilitation Program. Long-Term Disability benefits will terminate if, in the opinion of the insurer, a Participant is not actively or continuously participating or cooperating in such a Rehabilitation Program.

### WAIVER OF PREMIUMS

A Participant whose life insurance premiums are waived in accordance with the Waiver of Premiums provision of the Participant's Life Insurance benefit will also be entitled to waiver of premiums for this benefit, under the same conditions.

### TERMINATION

The insurance under this benefit terminates as indicated in the Summary of Benefits, or such other earlier date indicated in this benefit or in the General Provisions of the group policy.

## **COPY OF CONTRACT AND ENROLLMENT MATERIAL**

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A Participant may request from the insurer a copy of the group policy, his enrollment form and any written documents (provided as evidence of insurability) that may have been provided to the insurer in relation to his insurance under the policy. The insurer will provide the first copy of the policy, enrollment form and relevant written documents without charge to the Participant. Any additional copies will be subject to a charge set by the insurer.

## **SUBMITTING CLAIMS**

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### **Disability Claims**

The Participant may also submit a completed claim form to the following address:

#### **For Participants residing in Quebec**

Industrial Alliance Insurance and Financial Services Inc.  
Group Insurance  
Disability Claims Department  
P.O. Box 800, Station Maison de la Poste  
Montreal, Quebec, H3B 3K5

#### **For Participants residing outside Quebec**

Industrial Alliance Insurance and Financial Services Inc.  
Group Insurance  
Disability Claims Department  
522 University Ave., Suite 400  
Toronto, Ontario, M5G 1Y7

## PROTECTING PERSONAL INFORMATION

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Industrial Alliance Insurance and Financial Services Inc. (hereafter “the Company”) is committed to protecting the privacy of a Participant’s (including his or her Dependent’s) personal information that it collects while providing services under the Group Plan issued to the Policyholder. The Company recognizes and respects a person’s right to privacy concerning his or her personal information.

When a Participant enrolls under the Group Plan, the Company will establish a confidential file containing the personal information collected. The file will be kept at the Company’s offices.

Access to the file will be limited to the Company’s employees, agents and service providers who require access in the performance of their jobs, individuals to whom the Participant has granted access, and persons authorized by law.

At the Company, the personal information that is collected is used to perform administrative services with respect to the Group Plan. Administrative services include, but are not limited to,

- Determining eligibility under the Group Plan or a particular benefit;
- Enrolling Participants under the Group Plan;
- Adjudicating claims;
- Underwriting (includes determining the rates applicable to the Group Plan).

### **Participant’s Right to Access His or Her Personal Information**

A Participant has the right to access his or her personal information and to request, in writing, that any inaccurate information be corrected. In addition, the Participant can request that any outdated or unnecessary information be deleted.

If the Company has medical information about the Participant which was not obtained directly from the Participant, the Company will release the information to the Participant only through the Participant’s physician.

To request access to his or her personal information or to have his or her name removed from the list to be shared within the Company, the Participant must send a written request to:

Industrial Alliance Insurance and Financial Services Inc.  
Access Officer  
1080 Grande Allée West  
P.O. Box 1907, Station Terminus  
Quebec City, Quebec G1K 7M3

# NOTES

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