



**360°** | GROUP  
INSURANCE

## Your Group Insurance Plan

**BRANT COMMUNITY HEALTHCARE SYSTEM**

**Policy No. 541240**

**Brant – Ontario Nurses Association (ONA)  
Employees hired before January 1, 2006**

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**Brant – Ontario Nurses Association (ONA)  
Employees hired before January 1, 2006**

**This document is an integral part of the Insurance certificate. It is a summary of your Group Insurance Policy effective April 1, 2017. Only the Group Insurance Policy may be used to settle legal matters.**

**This electronic version of the booklet has been updated on April 1, 2017. Please be advised that this electronic version is updated more frequently than the printed copy of your booklet. Therefore, there may be discrepancies between the paper and electronic copies.**

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## GENERAL GUIDELINES

**Participation:** Compulsory for Member Life Insurance Benefit, Member Accidental Death and Dismemberment Benefit and Member Long Term Disability Benefit

**Eligibility Requirements**  
**(Not applicable to Retirees)**

**Number of hours worked per week:** A minimum of 37.5 hours per week

**Waiting Period:** For Member Long Term Disability Benefit

- HOODIP 1980: 1 year

For all other benefits

3 months

**Waiver of Premium**

**Beginning of Waiver of Premium:**

**For Member Long Term Disability Benefit** – At the end of the Qualifying Period

**For all other benefits** - After 6 months of continuous Total Disability

**Benefits for which premiums are waived:**

- Member Life Insurance Benefit
- Member Accidental Death and Dismemberment Benefit
- Member Voluntary Life Insurance Benefit
- Spouse Voluntary Life Insurance Benefit
- Member Long Term Disability Benefit

## BENEFIT SCHEDULE

### MEMBER BASIC LIFE INSURANCE BENEFIT (HOOGLIP)

**Amount of Insurance for  
Members Actively at Work  
and under age 65:**

**Option A:** \$5,000

**Option B:** 2 times annual Earnings, rounded to the nearest \$500, if not already a multiple, with no maximum.

**Benefit Termination:**

Age 65 of the Member or retirement, whichever occurs first.

### POST RETIREMENT COVERAGE

**Amount of insurance for  
Members age 65 or over and  
Retirees eligible for Post  
Retirement Coverage\*:**

\$300 x number of completed years of service\*\* at date of retirement, as determined by the Participating Employer, to a maximum of \$4,500.

\*If the Member accumulated years of service with the current Participating Employer and/or with another Participating Employer as an Employee, the amount of Post Retirement Coverage is calculated using the number of completed years of service in each capacity.

To be eligible, the Employee must be covered under the policy's Life Insurance benefit when attaining age 65 or retiring, and have completed 2 or more years of service for a Participating Employer.

\*\*Completed years of service means, during the 15 year period immediately preceding the earlier of age 65 or retirement, and as determined by the Participating Employer, Continuous Service, any Qualifying Period and any period during which premiums are waived due to Total Disability.

### POST RETIREMENT COVERAGE PREMIUM

#### "PAY-AS-YOU-GO" LIFE COVERAGE

The Post Retirement Coverage will become effective when a Member retires or attains age 65, provided a monthly premium established by the Insurer is paid to the Insurer.

**Benefit Termination:**

At death.

**MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

**Amount of Insurance for  
Members under age 65:**

Same as Member Life Insurance  
Benefit.

**Benefit Termination:**

Age 65 of the Member or retirement,  
whichever occurs first.

**MEMBER VOLUNTARY LIFE INSURANCE BENEFIT (HOOVLIP)**

**Maximum Amount of Insurance:**

**For Members age 54 and under:** 1, 2 or 3 times annual Earnings, rounded to the nearest \$500, if not already a multiple, with no maximum.

**When the Member is age 55 to 59:** 1 or 2 times annual Earnings, rounded to the nearest \$500, if not already a multiple, with no maximum.

**When the Member is age 60 to 64:** 1 times annual Earnings, rounded to the nearest \$500, if not already a multiple, with no maximum.

**Non-Evidence Maximum of Insurability:**

\$150,000

*Evidence of insurability will be required for any Amount of Insurance if the Member applies more than 31 days after the date of his eligibility.*

**Benefit Termination:**

Age 65 of the Member or retirement, whichever occurs first.

**SPOUSE VOLUNTARY LIFE INSURANCE BENEFIT**

**Amount of Insurance:** 25% or 50% of the Member's Voluntary Life Insurance amount, upon approval of satisfactory Evidence of Insurability for the Spouse by the Insurer.

**Benefit Termination:** Age 65 of the Member or the Spouse, or the Member's retirement, whichever occurs first.

**MEMBER LONG TERM DISABILITY BENEFIT (HOODIP 1980)**

For ONA Employees hired before January 1, 2006 becoming totally disabled on or after September 8, 2005.

Percentage of Benefit based on the length of continuous service up to the first day of absence:

At least	But less than	
1 year	10 years	60% of monthly Earnings, rounded to the next \$1, if not already a multiple.
10 years	20 years	65% of monthly Earnings, rounded to the next \$1, if not already a multiple.
20 years	30 years	70% of monthly Earnings, rounded to the next \$1, if not already a multiple.
30 years		75% of monthly Earnings, rounded to the next \$1, if not already a multiple.

**Qualifying Period:** 30 weeks

**Minimum Benefit Payment:** In any event, the amount of the monthly disability benefit before age 65, after reductions, will not be less than \$50 per month.

**Maximum Benefit Period:**

- If the Qualifying Period ends on or before Member's 64<sup>th</sup> birthday, and Member continues to be Totally Disabled, the Member's 65<sup>th</sup> birthday.
- If the Qualifying Period ends after Member's 64<sup>th</sup> birthday but before Member's 65<sup>th</sup> birthday, and Member continues to be Totally Disabled, 12 months after the Qualifying Period ends.

**Taxability of Benefits:** Taxable

**Benefit Termination:** Age 65 of the Member or retirement, whichever occurs first.

## DEFINITIONS

Wherever used in the policy:

Accident means any event due to sudden and unforeseeable external causes that inflicts bodily injuries which are certified by a Physician, directly and independently of any other cause. It does not mean any form of disease, or degenerative process, an inguinal, femoral, umbilical or incisional hernia, or any infection other than an infection of a visible, external cut or wound accidentally sustained.

Actively At Work means the performance for a Participating Employer of all of the regular duties of the person's own occupation for one full working day or shift.

Any reference to such requirement in the policy does not apply to Retirees.

Age means the age of the Insured Person on his last birthday when stated or calculated, or on the day when an event referred to under the policy occurs.

Continuing Medical Care means the treatment a Member receives. It must be accepted by the medical profession as an effective, appropriate and essential treatment in the diagnosis or care of the specific Illness or injury. It must be reasonable, considered as standard practice and provided or prescribed by a Physician or, when the Insurer deems necessary, by a specialist in the appropriate field. Such care is not limited to examination and tests, and must be provided at the frequency required for the specific Illness or injury.

Continuous Service means a period of unbroken employment with a Participating Employer from the date of employment plus any additional eligible service as a result of a transfer from another Participating Employer. This period will include:

- vacation days and holidays granted by Participating Employers
- approved leaves of absence
- temporary lay-offs
- interruptions of service approved by the Insurer.

Dependent means a Spouse.

Earnings means, on a given date, the rate of the regular remuneration received by the Member on that date for regular employment excluding overtime, bonuses, shift premiums and special payments of any kind;

Employee means a person who is domiciled in Canada and who is working on a full time basis, as defined by the Participating Employer, for a Participating Employer.

Evidence of Insurability means any declaration relating to an individual's physical health or to other factual information that could have a bearing on the acceptance of the risk. Only declarations that are provided on the forms approved by the Insurer will be accepted.

HOODIP means Hospitals of Ontario Disability Income Plan.

HOOGLIP means Hospitals of Ontario Group Life Insurance Plan.

HOOVLP means Hospitals of Ontario Voluntary Life Insurance Plan.

Hospital means any hospital that is designated as such by law and is intended for the care and treatment of sick and injured individuals, and which has organized facilities for diagnosis and major surgeries as well as 24 hour nursing service. The term does not include a nursing home, home for the aged or chronically ill, rest home, Convalescent Hospital, or a place for the care and treatment of alcoholism or drug abuse.

Illness means any health deterioration or bodily disorder certified by a Physician. For the purposes of the policy, organ donations and related complications are also considered illnesses.

Insured Person means the Member or his Spouse, as the case may be.

Insurer means Desjardins Financial Security Life Assurance Company.

Maternity Leave or Parental Leave means any official period of maternity or parental leave taken by a Member in accordance with provincial or federal legislation, or an agreement between the Member and the Participating Employer, or any other period during which a Member receives maternity or parental benefits under the Employment Insurance program.

Member means a Retiree or a person employed by a Participating Employer on a full time basis, who is insured under the policy.

Member Life Insurance Benefit means Member Basic Life Insurance Benefit (HOOGLIP).

Member Long Term Disability Benefit means Member Long Term Disability Benefit (HOODIP 1980).

Month means the period of time from a date in one calendar month to the same date in the following calendar month.

Participating Employer means an employer that is a member of the Ontario Hospital Association and is participating in the policy.

Participating Group means any group of Employees defined by a Participating Employer as eligible to participate under the policy. Coverage is provided for Divisions listed in the Divisions and Benefits section of the policy.

Physician means a legally qualified medical practitioner lawfully entitled to practice medicine in the place where he provides the medical services.

Premium Due Date means the first day of each month.

Qualifying Period means the period of time as outlined in the Benefit Schedule during which the Member is continuously and totally disabled as defined in the applicable provision of the policy.

Retiree means an employee who:

- 1) is at least 55 years of age,
- 2) was insured under the Participating Employer's group insurance plan immediately prior to the date of retirement,
- 3) has terminated membership in the Healthcare of Ontario Pension Plan (HOOPP) and/or another pension plan provided by the Participating Employer, and
- 4) who is in receipt of a normal or early retirement pension.

Spouse means the person who you are legally married and not living separate or apart as a result of marriage breakdown; or if not legally married, you are living in a common-law relationship. Only one spouse will be considered at any time as being covered under the group contract.

Waiting Period means the period of time from the Employee's first day of active work which must pass before the Employee is eligible to be insured.

## **ELIGIBILITY**

### **EMPLOYEE ELIGIBILITY**

An Employee is eligible for insurance:

- 1) on the EFFECTIVE DATE, if he meets the Eligibility Requirements specified in the General Guidelines; or
- 2) after the EFFECTIVE DATE, on the date on which he meets the Eligibility Requirements specified in the General Guidelines;

unless the Employee is not Actively at Work on that day due to Illness or injury.

If, due to Illness or injury, an eligible Employee is not Actively At Work on the date the insurance would be effective, the insurance will not be effective until the day he has been Actively At Work on

- 1) the immediately preceding 7 consecutive scheduled working days for full time Employees; or
- 2) all of the consecutive scheduled working days that fall within the immediately preceding 10 calendar days for part time Employees.

### **SPOUSE ELIGIBILITY**

A Member with a Spouse on the date he becomes eligible for insurance under the policy will be eligible for Spouse insurance on such date.

A Member without a Spouse who is insured under the policy will be eligible for Spouse insurance on the date he acquires a Spouse.

### **INSURANCE APPLICATION**

An eligible Member must complete an application for himself and for his Spouse, if any, within 31 days of the date on which he becomes eligible.

## **COMMENCEMENT OF INSURANCE AND WAIVER OF PREMIUM**

### **COMMENCEMENT OF MEMBER INSURANCE**

The insurance of any Employee will become effective on the latest of the following dates, provided that Employee is Actively At Work on such date:

- 1) the Effective Date of the policy;
- 2) the date on which he first becomes eligible, provided his written application, completed using the form required by the Insurer, is received within 31 days of his date of eligibility;
- 3) the date on which the insurability of the Employee is approved by the Insurer, if the application of the Employee for insurance is received more than 31 days after the date of his eligibility.

If an Employee is not Actively At Work on the date his insurance would have otherwise commenced, such insurance will commence on the first day he is subsequently Actively At Work.

If the Employee is not Actively At Work on the date his insurance would have otherwise commenced, due solely to a paid leave or a statutory holiday, then he will be considered Actively At Work on such date.

### **PORTABILITY**

A Member, whose insurance under the policy terminated due to termination of employment and who is re-hired by any Participating Employer within 6 months immediately following the termination of his insurance, will be eligible for the reinstatement of his insurance on the date he resumes employment, provided application for reinstatement is made within 31 days of eligibility. If, due to Illness or injury, an eligible Employee is not Actively At Work on that date, the insurance will not be effective until the day he has been Actively At Work on the immediately preceding 7 consecutive scheduled working days for full time Employees and all of the consecutive scheduled working days that fall within the immediately preceding 10 calendar days for part time Employees.

The Member must ask his new Participating Employer to arrange this transfer of coverage within one month of his first day of employment and inform his new Participating Employer of all prior service to be counted toward coverage. If the Member fails to do so, he will have to provide evidence of insurability at his own expense, to complete the transfer of coverage.

### **COMMENCEMENT OF SPOUSE INSURANCE**

The insurance for the Spouse of a Member will become effective on the latest of the following dates:

- 1) the date on which the insurance of a Member first becomes effective under the policy;

- 2) the date on which a Member insured under the policy first becomes eligible for Spouse insurance, provided written application is made within 31 days of the date of such eligibility;
- 3) the date on which the insurability of the Spouse is approved by the Insurer, if evidence of insurability is requested of a Member because his application for insurance is received more than 31 days after the date he became eligible;
- 4) the date on which the insurability of the Spouse is approved by the Insurer, if the application of the Member for Spouse insurance is made more than 31 days after the Member first became eligible for such insurance.

If a Spouse is confined to a Hospital on the date his insurance would have otherwise become effective, his insurance will commence on the day immediately following his discharge from the Hospital.

### **WAIVER OF PREMIUM**

- 1) For the Benefits listed in the WAIVER OF PREMIUM provision in the General Guidelines, as of the Beginning of Waiver of Premium mentioned in the WAIVER OF PREMIUM provision in the General Guidelines, premiums will be waived for a Member who becomes Totally Disabled while insured under the policy but prior to attaining Age 65, if he submits Proof of Claim satisfactory to the Insurer. Premiums will continue to be waived for as long as the Total Disability persists. For the purpose of this provision, premiums will cease to be waived 31 days after the earliest of the following dates:
  - a) the date on which the Member is unable or unwilling to provide satisfactory proof of Total Disability to the Insurer, if such proof is not provided within 3 months of the request;
  - b) the date on which the Member ceases to be Totally Disabled;
  - c) for the Life Insurance Benefit, the date on which the Member converts his insurance under the CONVERSION PRIVILEGE provision;
  - d) the date on which the Member attains Age 65;
  - e) in respect of each of the Benefits listed in the WAIVER OF PREMIUM provision in the General Guidelines, the date on which each Benefit or the policy terminates except for the Member Life Insurance Benefit, the Member Accidental Death and Dismemberment Benefit, the Member Voluntary Life Insurance Benefit, the Spouse Voluntary Life Insurance Benefit and the Member Long Term Disability Benefit.
- 2) Under the policy, any provision for an increase in coverage is suspended during a Total Disability.

- 3) A recurrence of Total Disability within 6 months after the termination of a previous period of Total Disability for which premiums have been waived under the policy shall be deemed a continuation of the previous period if due to the same or related causes.
- 4) In the case of the Life Insurance Benefit, if a Totally Disabled Member dies more than 31 days after his insurance terminates, prior to attaining Age 65, and written notice and proof of Total Disability has not been received by the Insurer, the amount of Life Insurance applicable to such Member in accordance with the Benefit Schedule that was in effect at the time his insurance terminated will be payable provided that
  - a) the Member became Totally Disabled while insured under this Benefit;
  - b) the Total Disability of the Member was uninterrupted from the onset of his Total Disability to the date of his death;
  - c) the Member dies within 12 months from the onset of his Total Disability;
  - d) the Member did not convert any or all of his insurance under the CONVERSION PRIVILEGE provision at the time his insurance terminated; and
  - e) satisfactory proof of the Total Disability and death of the Member is received by the Insurer within 90 days of his death.
- 5) To be eligible for WAIVER OF PREMIUM, the Insurer must receive written notice of Total Disability within 12 months of the date the Member becomes Totally Disabled, and proof satisfactory to the Insurer of Total Disability within 90 days following the date the Insurer received written notice.

In the event of recurrent Total Disability, the Insurer must receive written notice and proof of claim within 12 months of the date of such recurrence.

## **TERMINATION OF INSURANCE**

### **TERMINATION OF MEMBER INSURANCE**

Except as specifically provided to the contrary elsewhere in the policy, the insurance of the Member will terminate on the earliest of the following dates:

- 1) the date on which the Member no longer qualifies as an Employee, as defined in the policy;
- 2) the date on which the Member ceases to belong to a class of Members eligible for insurance;
- 3) the date on which the Member reaches the applicable Age Limit specified in the Benefit Schedule;
- 4) the end of the period for which required premiums were paid on behalf of the Member;
- 5) the date on which the Member ceases to be Actively At Work, unless otherwise specified in the policy;
- 6) the date of termination of the policy.

### **TERMINATION OF SPOUSE INSURANCE**

Except as specifically provided to the contrary elsewhere in the policy, the Spouse insurance of a Member will terminate on the earliest of the following dates:

- 1) the date on which the insurance of the Member terminates;
- 2) the date on which the Member no longer has a Spouse;
- 3) the end of the period for which required premiums for Spouse insurance were paid on behalf of the Member;
- 4) the date on which Spouse insurance under the policy is terminated.

The insurance of a Spouse of a Member will terminate on the date the Spouse no longer qualifies as a Spouse, as defined in the policy.

### **CONTINUATION OF INSURANCE**

If a Member ceases to be Actively At Work, the insurance may be continued as specified in the policy.

## **CLAIMS**

### **NOTICE AND PROOF OF CLAIM**

Notice and proof of any claim must be received by the Insurer within the time limit, if any, specified for each Benefit. However, if the policy terminates, no payment will be made unless the notice and proof of a claim is submitted to the Insurer within 120 days of the date of termination of the policy.

Failure to submit notice or proof of claim within the prescribed time limit does not invalidate the claim, provided that the notice and proof of the claim are sent as soon as reasonably possible.

No action or proceedings may be brought against the Insurer for the recovery of any claim within 60 days or after 3 years following the expiration of the time in which proof of claim is required.

### **BENEFICIARY**

Subject to legal provisions, a Member may designate or revoke, at any time, one or several beneficiaries of the insurance on written notice to the Head Office of the Insurer. The rights of a beneficiary who dies before the Member revert to the latter.

The Insurer assumes no responsibility with respect to the validity of any beneficiary designation or revocation.

The death benefit payable when a Spouse dies is paid to the Member, if alive. If the Member is deceased, the death benefit is paid to the Spouse's estate.

### **CLAIMS**

Claims under the policy must be submitted to the Insurer on the appropriate form.

Any living benefit will be paid to the Member unless otherwise indicated in the policy.

In case of a death, the beneficiary or the Member must submit to the Insurer proof of death, including a death certificate, proof of the Age, and Earnings of the Member or the insured Spouse, as well as any other information deemed useful by the Insurer.

At the Insurer's option and discretion, an advance payment of the proceeds of a Member Life Insurance Benefit in an amount not exceeding \$10,000 may be provided if:

- 1) the Participating Employer requests the advance in writing;
- 2) the Participating Employer provides written confirmation that the Member was insured under the policy at the date of death;
- 3) the Beneficiary of record is not the estate;

4) the Insurer is provided with the name, certificate number and date of death of the Member, and the name and address of the Beneficiary.

Such payment will fully discharge the Insurer, and the other insurers, provided this payment is made in good faith.

### **MEDICAL EXAMINATIONS**

From time to time, the Insurer will be entitled to have a claimant examined by a Physician or Physicians of its choice.

## MEMBER LIFE INSURANCE BENEFIT (HOOGLIP)

### DEFINITIONS

With respect to the Waiver of Premium,

Total Disability or Totally Disabled means

- 1) during the first 104 weeks of disability,
  - a) the Member is absent from work and not engaged in any gainful occupation, and
  - b) is in a state of incapacity, resulting from an Illness or Accident, which wholly prevents him from performing the regular duties of the occupation in which he participated immediately prior to the onset of Total Disability;
- 2) once the first 104 weeks of disability have elapsed,

the Member continues to be in a state of incapacity, resulting from an Illness or Accident, which wholly prevents him from working in any gainful occupation for which he is suited by education, Training and Experience.

If a Member is able to earn an income that is equal to or greater than the amount of monthly disability benefit payable under the Member Long Term Disability Benefit (adjusted annually by the Consumer Price Index), he is no longer considered to be Totally Disabled.

Training and Experience means all of the knowledge and skills the Member acquired while in school, in the performance of his current or former professional activities or during his non-working hours.

### PAYMENT OF BENEFIT

Upon receipt of Proof of Claim satisfactory to the Insurer that a Member died while insured under this Benefit, the Insurer will pay the amount of Life Insurance applicable to such Member in accordance with the Benefit Schedule and other applicable policy provisions. In order to be payable, the claim must be received by the Insurer within 6 years of the date of death.

### EARLY PAYMENT

Subject to the approval of the Insurer, a Member may elect Early Payment of the death benefit equal to 90% of the amount of Life Insurance applicable to the Member in accordance with the Benefit Schedule, subject to the following conditions:

- 1) a Physician appointed by the Insurer determines that the Member is apparently certain to die within 12 months of the date of such determination;

- 2) the Member is competent to act;
- 3) the Member is under age 64 at the time he makes the election.

The Early Payment is in exchange for all other benefits under the Member Life Insurance provisions.

Value of the Early Payment means the aggregate of the payments made under the Early Payment, plus the reasonable costs of verifying the medical condition of the Totally Disabled Member.

### **EARLY PAYMENT EXCLUSION**

The Early Payment will not be payable if there has been any material misrepresentation or non-disclosure in the application, whether within two years or not. If the application or coverage is discovered to be null and void after the Early Payment is paid, the Value of the Early Payment will be repaid to the Insurer by the recipient of the Early Payment.

In addition, the Living Benefit provision does not apply to Retirees.

### **POST RETIREMENT COVERAGE**

When a Member insured under this Benefit attains age 65 or retires, whichever comes first, he may be entitled to receive a Post Retirement Benefit, as indicated in the Benefit Schedule.

### **BENEFIT TERMINATION**

This Benefit terminates on the date the Member attains the Age Limit specified in the Benefit Schedule or on the earliest of the dates indicated in the TERMINATION OF MEMBER INSURANCE provision.

### **CONVERSION PRIVILEGE**

If the Life Insurance of a Member younger than age 65 terminates or is reduced, the Member will be entitled to convert any amount of insurance, up to the terminated amount, to an individual policy without evidence of insurability.

In addition, the amount of insurance that may be converted will be further limited to the lesser of

- 1) \$200,000; or
- 2) the difference between the amount of Life Insurance in force on the date of termination of insurance and the amount of insurance for which the Member is eligible under another group life insurance at the time of exercising his conversion right.

The individual policy selected in accordance with the above will be subject to the following conditions:

- 1) The Member must submit written application for conversion to the Insurer and must pay the first premium within 31 days of the termination of his insurance under this Benefit;
- 2) The individual policy may be insurance for a non-convertible Term to Age 65, insurance for a non-renewable 1-Year Convertible Term or any regular permanent plan issued by the Insurer at the date of conversion, excluding special permanent plans as may be designated by the Insurer from time to time. The individual policy will not include any special benefit provisions for which an extra premium is charged and will not be a plan under which the amount of insurance may or will increase in the future; at least one permanent plan will be available for conversion at all times. A Dividend Option under which dividends are used to obtain additional insurance may be elected at the time of conversion, if permitted by the Insurer;
- 3) In the event the individual policy selected is insurance for a non-renewable 1-Year Convertible Term, the Member may elect to pay a single premium or quarterly premiums. The policy can be converted to one of the plans described above, but cannot be converted to insurance for another 1-Year Convertible Term;
- 4) The individual policy issued will conform to the conditions, terms, and amounts of individual insurance plans regularly used by the Insurer at the date of conversion;
- 5) The individual policy premium will be based on the rate used by the Insurer on the effective date of that policy and that is applicable to the plan and the amount of the policy issued, the Age of the Member at nearest birthday and the class of risk to which he belongs;
- 6) If the amount of Life Insurance that may be converted is less than the minimum amount for which the Insurer will then normally issue the selected plan, the individual policy must be for the full amount that the Member may convert;
- 7) The individual policy will not take effect prior to the end of the 31 day period immediately following the date of termination of insurance of the Member under this Benefit.

If the Life Insurance of a Member aged 65 or over terminates or is reduced, the individual policy will be a permanent insurance policy under a regular plan being issued by the Insurer.

The amount of Life Insurance for which a Member who is insured under this Benefit is eligible in accordance with the Benefit Schedule will be reduced by the amount of any individual Life Insurance in force on the life of the Member that was issued previously in accordance with the CONVERSION PRIVILEGE of the policy or the corresponding provision of any other group policy issued by the Insurer.

If a Member dies within 31 days of termination of insurance under this Benefit, the amount of Life Insurance he was eligible to convert will be payable.

### **NOTICE AND PROOF OF CLAIM**

Before settling any death claim, the Insurer will require satisfactory written proof of the occurrence, cause and circumstances of the death, the eligibility of the deceased at the time of death, the date of birth of the deceased, and the right of the claimant to receive the proceeds.

Any death claim notice must be submitted to the Insurer within 6 years of the date of death.

Subject to applicable legislation, the Insurer may request an autopsy in order to assess its liability in connection with a claim.

The benefit payable on the death of a Member will be paid to the beneficiary designated by the Member within 31 days of receipt of satisfactory proof of claim to the Insurer.

## **MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

### **DEFINITIONS**

As used in this Benefit

Elements means a natural disaster such as an earthquake, storm, flooding, landslide or any other disaster of the same nature.

Hemiplegia means the total, irrecoverable and permanent paralysis of upper and lower limbs on the same side of the body.

Immediate Family means the Member's spouse, son, daughter, father, mother, brother or sister.

Loss of Arm means the complete severance through or above the elbow.

Loss of Finger means the complete severance of two entire phalanges of one finger.

Loss of Foot means the complete severance through or above the ankle joint but below the knee joint.

Loss of Hand means the complete severance through or above the wrist but below the elbow joint.

Loss of Hearing, Sight or Speech means the total and irrecoverable loss of hearing, sight or speech that is certified by a licensed Physician of recognized standing and certified by the Royal College of Physicians and Surgeons of Canada.

Loss of Leg means the complete severance through or above the knee joint.

Loss of Thumb means the complete severance of one entire phalanx of the thumb.

Loss of Toe means the complete severance of one entire phalanx of the big toe, and all phalanges of the other toes.

Loss of Use means the total and irrecoverable loss of use of a limb following a continuous period of complete disablement of such limb of not less than 12 months.

Motor Vehicle means a passenger car, station wagon, minivan or multipurpose vehicle similar to a jeep or a pickup truck.

Paraplegia means the total, irrecoverable and permanent paralysis of both lower limbs.

Quadriplegia means the total, irrecoverable and permanent paralysis of both upper and lower limbs.

Seat Belt means the straps that are part of the occupant restraint system.

## PAYMENT OF BENEFIT

Upon receipt of Proof of Claim satisfactory to the Insurer that

- 1) a Member suffered one of the specified losses below within 365 days of an Accident causing bodily injuries; and
- 2) the loss was the direct result of the Accident, independent of any other cause; and
- 3) the Accident occurred while the Member was insured under this Benefit;

the Insurer will pay the amount applicable to any such loss in accordance with the following Schedule of Losses and other applicable policy provisions.

## SCHEDULE OF LOSSES

The amount payable shown below is a percentage of the amount specified in the Benefit Schedule.

For multiple losses to the same limb due to any one Accident, only one loss, corresponding to the most significant loss, will be paid. For all losses due to any one Accident, the aggregate amount payable will not exceed 100% of the Amount of Insurance specified in the Benefit Schedule, except in the case of Hemiplegia, Paraplegia and Quadriplegia, where the total amount payable will not exceed 200% of the Amount of Insurance specified in the Benefit Schedule.

<u>Loss of</u>	<u>Amount Payable</u>
Life	100%
Hearing in Both Ears and Speech	100%
Sight of Both Eyes	100%
Both Hands or Both Feet	100%
Both Arms or Both Legs	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%
One Hand and One Foot	100%
Hearing in Both Ears or Speech	100%
One Arm or One Leg	75%
Sight of One Eye	75%
One Hand or One Foot	75%

<u>Loss of</u>	<u>Amount Payable</u>
Hearing in One Ear	50%
Thumb and Index Finger of the Same Hand	33 1/3%
At least Four Fingers of the Same Hand	33 1/3%
Four Toes of the Same Foot	25%

<u>Loss of Use of</u>	<u>Amount Payable</u>
Both Arms or Both Legs	100%
Both Hands or Both Feet	100%
One Hand and One Foot	100%
One Arm or One Leg	75%
One Hand or One Foot	75%
Hemiplegia, Paraplegia, Quadriplegia	200%

## **DISAPPEARANCE**

If a Member, while insured under this Benefit, disappears as a result of an Accident involving the sinking or disappearance of a conveyance in which he was riding and if his body is not found within 365 days of such Accident, it will be presumed, unless there is evidence to the contrary, that the Member suffered a loss of life as a result of a bodily injury caused by the Accident.

## **EXPOSURE**

If a Member, while insured under this Benefit, suffers a loss due to unavoidable exposure to the Elements, the loss will be deemed to result from an Accident.

## **REHABILITATION**

If a Member, while insured under this Benefit, suffers a loss, other than a loss of life, for which an amount is payable under this Benefit, the Insurer will pay the reasonable and necessary training expenses actually incurred, up to a maximum of \$15,000, provided that:

- 1) the Member requires such training because of the loss, in order to qualify for employment in an occupation in which he would not have been engaged except for such loss; and
- 2) such expenses are incurred within 3 years of the date of the Accident.

The Insurer will not pay for this service to the extent that it is reimbursed from other sources or insured under another benefit of the policy.

## **REPATRIATION**

If a Member, while insured under this Benefit, dies as a result of an Accident that occurs 50 kilometres or more from his normal place of residence and an amount is payable for a loss of life under this Benefit, the Insurer will pay all customary and reasonable expenses incurred for preparation of the body for burial or cremation and transportation of the body to the Member's place of residence in Canada, up to a maximum of \$15,000.

The Insurer will not pay for this service to the extent that it is reimbursed from other sources or insured under another benefit of the policy.

## **SPOUSAL RETRAINING**

If a Member, while insured under this Benefit, dies as a result of an Accident and if an amount is payable for a loss of life under this Benefit, the Insurer will pay all reasonable and necessary expenses that are actually incurred by the Spouse who takes part in a formal occupational training program, up to \$15,000, provided that

- 1) the Spouse requires such training in order to become specifically qualified for active employment in an occupation for which the Spouse would not otherwise have sufficient qualifications; and
- 2) such expenses are incurred within 3 years of the date of the Accident.

The Insurer will not pay for this service to the extent that it is reimbursed from other sources or insured under another benefit of the policy.

## **CHILD EDUCATION**

If a Member, while insured under this Benefit, dies as a result of an Accident and if an amount is payable for a loss of life under this Benefit, the Insurer will pay all reasonable and necessary expenses for each dependent child's tuition fees in a post-secondary school. The Insurer will pay up to 5% of the amount for which the Member was insured under this Benefit on the date of his death and an overall maximum of \$5,000 for each year, for a maximum of 4 years. Education expenses incurred prior to the Member's death are not included.

## **FAMILY TRANSPORTATION AND HOTEL ACCOMMODATION**

If a Member, while insured under this Benefit, suffers a loss, other than a loss of life, for which an amount of insurance is payable under this Benefit, and, as a result of such loss, is confined in a Hospital located more than 150 kilometres from his normal place of residence as an in-patient under the regular care of a Physician (other than himself), the Insurer will pay the reasonable expenses incurred by members of his Immediate Family for hotel accommodation and transportation by the most direct route to the Hospital, up to a maximum of \$15,000 for all these expenses.

The Insurer will not pay for this service to the extent that it is reimbursed from other sources or insured under another benefit of the policy.

## **DAY CARE BENEFIT**

If a Member, while insured under this Benefit, dies as a result of an Accident and if an amount is payable for a loss of life under this Benefit, the Insurer will pay for reasonable and necessary cost of day care, up to 5% of the amount for which the Member was insured under this Benefit on the date of his death and an overall maximum of \$5,000, for each dependent child under age 13. The child must be enrolled in a licensed day care centre within one year of the Member's death.

The Insurer will not pay for this service to the extent that it is reimbursed from other sources or insured under another benefit of the policy.

## **HOME OR VEHICLE CONVERSION**

If a Member, while insured under this Benefit, suffers a loss, other than a loss of life, for which an amount is payable under this Benefit and then requires (for the same reason that entitled him to that Benefit payment) a wheelchair, the Insurer will pay, upon presentation of proof of payment,

- 1) the initial costs of converting his home so that it is wheelchair accessible and habitable by the Member; and
- 2) the initial costs of converting a Motor Vehicle belonging to him so that he can access this vehicle and drive it;

subject to one conversion for each of the eligible expenses described in paragraphs 1) and 2) above and up to a maximum of \$10,000 for all these expenses, provided expenses are incurred within one year of the date of the Accident.

This Benefit only applies if

- 1) the modifications made to the home are done by one or more people experienced in this field and who are recommended by a licensed organization that offers support and assistance to wheelchair users; and
- 2) the modifications made to the vehicle are done by one or more people experienced in this field and who are authorized by the provincial motor vehicle office in the Member's province of residence.

The Insurer will not pay for this service to the extent that it is reimbursed from other sources or insured under another benefit of the policy.

## **SEAT BELT**

If a Member, while insured under this Benefit, is injured in a Motor Vehicle Accident and suffers a loss for which an amount of insurance is payable under this Benefit, the amount payable will be increased by 10%, up to a maximum of \$25,000, if the Member was wearing a Seat Belt, provided that

- 1) the loss occurs while the Member is a passenger or the driver of a private Motor Vehicle;

- 2) the Seat Belt was properly fastened; and
- 3) verification of the use of the Seat Belt is specified in the official Accident report or is certified by the investigator.

## **EXCLUSIONS AND RESTRICTIONS**

- 1) No payment will be made for a loss resulting directly or indirectly, solely or partly from any of the following:
  - a) suicide or intentionally self-inflicted injury, while sane or insane;
  - b) disease;
  - c) full-time service in the armed forces of any country;
  - d) riding in, or on, or boarding or alighting from an aircraft if when the injuries were received:
    - i) the Member was operating, learning to operate or serving as a member of a crew of any aircraft, or
    - ii) the aircraft was being used for crop dusting, crop spraying, seeding, skywriting, racing, testing, exploration or any other purpose except transportation.
- 2) Under the REHABILITATION, CHILD EDUCATION, DAY CARE BENEFIT and SPOUSAL RETRAINING provisions, no payment will be made for room and board or other ordinary travelling, clothing or living expenses.

## **BENEFIT TERMINATION**

This Benefit terminates on the date the Member attains the Age Limit specified in the Benefit Schedule or on the earliest of the dates indicated in the TERMINATION OF MEMBER INSURANCE provision.

## **CONVERSION PRIVILEGE**

If the Accidental Death and Dismemberment Benefit of a Member younger than age 65 terminates under any of the conditions specified under the CONVERSION PRIVILEGE of the Member Life Insurance Benefit and not solely the Member's request, the Member will be entitled to convert that insurance to an individual policy, without evidence of insurability.

The terms, conditions and restrictions applicable under the CONVERSION PRIVILEGE of the Member Life Insurance Benefit will apply to any individual policy available under this Benefit except that the maximum amount that may be converted under this Benefit will be the maximum specified under the CONVERSION PRIVILEGE of the Member Life Insurance Benefit.

## **NOTICE AND PROOF OF CLAIM**

Before settling any death claim, the Insurer will require written satisfactory proof of the occurrence, cause and circumstances of the death, the eligibility of the deceased at the time of death, the date of birth of the deceased, and the right of the claimant to receive the proceeds.

Any death claim notice must be submitted to the Insurer within 6 years of the date of death.

Subject to applicable legislation, the Insurer may request an autopsy in order to assess its liability in connection with a death claim.

Any other claim must be submitted to the Insurer within one year after the loss.

In the case of a disappearance, as specified under the DISAPPEARANCE provision of this Benefit, the Insurer will pay the claim on presentation of a declaratory judgment of death.

## **MEMBER VOLUNTARY LIFE INSURANCE BENEFIT (HOOVLIP)**

### **ELIGIBILITY AND EVIDENCE OF INSURABILITY**

As a prior eligibility requirement for this Benefit, evidence of insurability satisfactory to the Insurer will be required of a Member in accordance with the Benefit Schedule.

### **PAYMENT OF BENEFIT**

Upon receipt of Proof of Claim satisfactory to the Insurer that a Member died while insured under this Benefit, the Insurer will pay the amount of Voluntary Life Insurance applicable to such Member in accordance with the Benefit Schedule and other applicable policy provisions.

### **SUICIDE EXCLUSION**

No Voluntary Life Insurance Benefit is payable in respect of a Member who commits suicide or dies as a result of a suicide attempt, while sane or insane, within two years of the effective date or reinstatement date of his insurance, or the effective date of any subsequent increase to the initial amount of insurance. The insurance or the increase, as the case may be, is then null and void and the Insurer's liability is limited to refunding the premiums paid.

### **INCOME OPTION**

If a Member's Voluntary Life Insurance Benefit premiums are waived and if the Member has been permanently Totally Disabled for at least two years, this Member can choose the Income Option which allows him to receive a payout of one third of his Voluntary Life Insurance Benefit amount in force on the date the Member became Totally Disabled. The remaining two thirds of the Voluntary Life Insurance Benefit amount will remain in force and premiums will continue to be waived according to the WAIVER OF PREMIUM provisions.

To elect this option, the Member must submit a request in writing and provide satisfactory proof of Total Disability to the Insurer.

### **BENEFIT TERMINATION**

This Benefit terminates on the date the Member attains the Age Limit specified in the Benefit Schedule or on the earliest of the dates indicated in the TERMINATION OF MEMBER INSURANCE provision.

### **CONVERSION PRIVILEGE**

If the Voluntary Life Insurance of a Member younger than age 65 terminates under any of the conditions specified under the CONVERSION PRIVILEGE of the Member Life Insurance Benefit and not solely at the Member's request, the Member will be entitled to convert that insurance to an individual policy, without evidence of insurability.

If the Voluntary Life Insurance of a Member aged 65 or over terminates or is reduced, the individual policy will be a permanent insurance policy under a regular plan being issued by the Insurer.

The terms, conditions and restrictions applicable under the CONVERSION PRIVILEGE of the Member Life Insurance Benefit will apply to any individual policy available under this Benefit except that the maximum amount that may be converted under this Benefit will be the maximum specified under the CONVERSION PRIVILEGE of the Member Life Insurance Benefit, minus the amount of any Member Life Insurance that may be converted.

### **EXTENSION OF BENEFIT AFTER TERMINATION**

If a Member dies within 31 days of termination of insurance under this Benefit, the amount of Voluntary Life Insurance he was eligible to convert will be payable.

### **NOTICE AND PROOF OF CLAIM**

Before settling any death claim, the Insurer will require written satisfactory proof of the occurrence, cause and circumstances of the death, the eligibility of the deceased at the time of death, the date of birth of the deceased, and the right of the claimant to receive the proceeds.

Subject to applicable legislation, the Insurer may request an autopsy in order to assess its liability in connection with a claim.

Any death claim must be submitted to the Insurer within 6 years of the date of death.

## **SPOUSE VOLUNTARY LIFE INSURANCE BENEFIT**

### **ELIGIBILITY AND EVIDENCE OF INSURABILITY**

As a prior eligibility requirement for this Benefit, evidence of insurability satisfactory to the Insurer will be required of a Spouse applying for any amount of Spouse Voluntary Life Insurance.

### **PAYMENT OF BENEFIT**

Upon receipt of Proof of Claim satisfactory to the Insurer that a Spouse died while insured under this Benefit, the Insurer will pay the amount of Voluntary Life Insurance applicable to such Spouse in accordance with the Benefit Schedule and other applicable policy provisions.

### **SUICIDE EXCLUSION**

No Spouse Voluntary Life Insurance Benefit is payable in respect of a Spouse who commits suicide or dies as a result of a suicide attempt, while sane or insane, within two years of the effective date or reinstatement date of his insurance, or the effective date of any subsequent increase to the initial amount of insurance. The insurance or the increase, as the case may be, is then null and void and the Insurer's liability is limited to refunding the premiums paid.

### **BENEFIT TERMINATION**

This Benefit terminates on the date the Member attains the Age Limit specified in the Benefit Schedule or on the earliest of the dates indicated in the TERMINATION OF SPOUSE INSURANCE provision.

### **CONVERSION PRIVILEGE**

If the Voluntary Life Insurance of a Spouse younger than age 65 terminates for any reason other than at the Member's request, the Member, or the Spouse in the event of the death of such Member, may convert this insurance to an individual policy, without evidence of insurability, subject to the following conditions:

- 1) The written application for conversion must be submitted to the Insurer and the first premium paid within 31 days of the date of termination of the insurance of the Spouse under this Benefit;
- 2) The individual policy may be any regular permanent plan issued by the Insurer at the date of conversion, excluding special permanent plans as may be designated by the Insurer from time to time. The individual policy will not include any special benefit provisions for which an extra premium is charged and will not be a plan under which the amount of insurance may or will increase in the future; at least one permanent plan will be available for conversion at all times;

- 3) The individual policy issued will conform to the conditions, terms and amounts of individual insurance plans regularly used by the Insurer at the date of conversion;
- 4) The individual policy premium will be based on the rate used by the Insurer on the effective date of that policy and that is applicable to the plan and the amount of the policy issued, the Spouse's Age at nearest birthday and the class of risk to which the Spouse belongs;
- 5) If the amount of Voluntary Life Insurance that may be converted is less than the minimum amount for which the Insurer will normally issue the selected plan, the individual policy must be for the full amount that the Spouse may convert;
- 6) The individual policy will not take effect prior to the end of the 31 day period immediately following the date of termination of insurance on the Spouse under this Benefit.

#### **EXTENSION OF BENEFIT AFTER TERMINATION**

If a Spouse dies within 31 days of termination of his insurance under this Benefit, the amount of Spouse Voluntary Life Insurance payable will be the amount that the Member or the Spouse, in the event of the death of such Member, was eligible to convert.

#### **NOTICE AND PROOF OF CLAIM**

Before settling any death claim, the Insurer will require written satisfactory proof of the occurrence, cause and circumstances of the death, the eligibility of the deceased at the time of death, the date of birth of the deceased, and the right of the claimant to receive the proceeds.

Subject to applicable legislation, the Insurer may request an autopsy in order to assess its liability in connection with a claim.

Any death claim must be submitted to the Insurer within 6 years of the date of death.

## MEMBER LONG TERM DISABILITY BENEFIT (HOODIP 1980)

### DEFINITIONS

As used in this Benefit

Qualifying Period means the period, as specified in the Benefit Schedule, of continuous Total Disability that must be completed before Long Term Disability Benefits commence under this Benefit.

Maximum Benefit Period means the maximum period during which monthly benefits are payable, as specified in the Benefit Schedule.

Total Disability or Totally Disabled means

- 1) during the first 104 weeks of disability with regards to HOODIP 1980,
  - a) the Member is absent from work and not engaged in any gainful occupation, and
  - b) is in a state of incapacity, resulting from an Illness or Accident, which wholly prevents him from performing the regular duties of the occupation in which he participated immediately prior to the onset of Total Disability;
- 2) once the first 104 weeks of disability have elapsed with regards to HOODIP 1980,

the Member continues to be in a state of incapacity, resulting from an Illness or Accident, which wholly prevents him from working in any gainful occupation for which he is suited by education, Training and Experience.

If a Member is able to earn an income that is equal to or greater than the amount of monthly disability benefit payable under the Member Long Term Disability Benefit (adjusted annually by the Consumer Price Index), he is no longer considered to be Totally Disabled.

Training and Experience means all of the knowledge and skills the Member acquired while in school, in the performance of his current or former professional activities or during his non-working hours.

## **PAYMENT OF BENEFIT**

Upon receipt of Proof of Claim satisfactory to the Insurer that

- 1) a Member became Totally Disabled while insured under this Benefit and remained Totally Disabled during the Qualifying Period; and
- 2) the Member is under Continuing Medical Care of a Physician, as defined under the DEFINITIONS provision of the policy;

the Insurer will pay monthly Long Term Disability Benefits for as long as the Member is Totally Disabled, in accordance with applicable policy provisions, up to the Maximum Benefit Period.

Long Term Disability Benefits are payable at the end of each month from the later of:

- 1) the end of the Qualifying Period; or
- 2) the date the Member is no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan.

The amount of Long Term Disability Benefit payable under this Benefit will be the amount specified in the Benefit Schedule based on the monthly Earnings in effect immediately prior to commencement of Total Disability.

Any payments for a period of less than one month will be at the daily rate of 1/30 of the monthly benefit.

If a Member continues to be insured under this Benefit while on Authorized Leave of Absence, Maternity or Parental Leave, then the Qualifying Period for any Total Disability that begins during such leave will be deemed to commence on the date the Member is scheduled to return to active full-time employment with the Participating Employer, provided the Member is then still so disabled and insured under this Benefit.

## **REDUCTION OF LONG TERM DISABILITY BENEFITS, LIMITATIONS AND EXCLUSIONS**

- 1) Reductions

Long Term Disability Benefits otherwise payable to the Member under this Benefit will be reduced by

- a) any benefits the Member is eligible to receive under any Workers' Compensation Act, Workplace Safety and Insurance Act or similar legislation; and

- b) any amount the Member is eligible to receive under a government plan including benefits under the Canada Pension Plan or the Quebec Pension Plan including early retirement benefits but excluding
    - i) benefits payable on behalf of his Dependents; and
    - ii) any increase in benefits due solely to cost-of-living, after benefit payments commence; and
  - c) any Old Age Security benefits initially payable; and
  - d) any indemnity payable for loss of time under any government plan requiring or providing automobile insurance benefits on a no-fault basis; and
  - e) the amount of any disability payments which are received by the Member under any other plan toward which the Participating Employer contributes or under the Participating Employer's pension plan.
- 2) Income from the following sources will not reduce the Long Term Disability benefits:
- a) a policy which is solely an individual disability income policy;
  - b) a disability attachment to an individual life insurance policy;
  - c) a government plan providing disability income if the Insurer receives proof that the initial application has been declined and an appeal (filed within one year of the original decision to decline for those disability benefits) has been declined.

Increases in the disability income payable under a government plan or the Participating Employer's pension plan may occur because of an automatic adjustment in the cost of living. These increases will not further reduce the amount of the Long Term Disability benefits.

### 3) Limitations and Exclusions

Total Disability is covered provided that the Member is under the care of a Physician, except injury or illness resulting from commission by the Member of a criminal offence, engagement in an illegal occupation or war.

### **RECURRENT TOTAL DISABILITY**

If a Member stops being Totally Disabled while satisfying a Qualifying Period and, within 3 consecutive weeks, becomes Totally Disabled again from the same or related causes, the disability will be considered to be a continuation of the previous disability.

If a Member stops being Totally Disabled following a disability for which benefits are payable and within 3 consecutive months becomes Totally Disabled again from the same or related causes, the disability will be considered to be a continuation of the previous disability.

Successive periods of Total Disability due to entirely unrelated causes are considered to be the same period of Total Disability, unless they are separated by at least 1 day of active full-time employment.

Whenever successive periods of Total Disability are considered to be the same period of Total Disability, the Qualifying Period will not be applied a second time and the same amount as for the initial Total Disability minus any payments already made will be payable for the remainder of the Maximum Benefit Period.

## **REHABILITATION**

Rehabilitation means any program for the purpose of returning a Totally Disabled Member to remunerative employment that would provide an income equal or greater than the disability benefit for which the Member was insured when Total Disability began, adjusted annually by the Consumer Price Index, and which:

- 1) is approved by the Insurer;
- 2) is medically approved by a Physician involved in treating the Member, and
- 3) may involve, but is not necessarily limited to, one or more of
  - a) assessment;
  - b) counselling;
  - c) medical or psychological treatment;
  - d) a vocational retraining or education program;
  - e) trial work, part time work or modified work.

If a Member is receiving income under an approved rehabilitation program, this income will be coordinated with the monthly benefits payable under this Benefit. The monthly benefits payable will be reduced by 50% of the monthly rate of rehabilitation remuneration, except that the monthly benefits and the sources of income identified under Reduction section will be added to the rehabilitation income to provide an amount not exceeding 100% of the pre-disability Earnings.

## **TERMINATION OF BENEFITS**

Long Term Disability Benefits will cease on the earliest of

- 1) the date on which the Member ceases to be Totally Disabled;
- 2) the date the Member dies;

- 3) the date on which the Member engages in any gainful occupation other than an approved gainful occupation for the purpose of rehabilitation;
- 4) the date set by the Insurer on which the Member was required to provide satisfactory proof of total disability or to undergo a medical examination requested by the Insurer, but neglected or refused to do so;
- 5) the date on which payments have been paid up to the Maximum Benefit Period for any one period of Total Disability;
- 6) the date on which the Member refuses to participate in a rehabilitation program or to take up rehabilitative employment considered appropriate by the Insurer;
- 7) the date on which the Member attains the Age Limit specified in the Benefit Schedule.

### **EXTENSION OF BENEFIT AFTER TERMINATION**

If a Member is Totally Disabled on the date his insurance terminates, the Insurer will continue insurance for that Total Disability as if the insurance under this Benefit for that Member were still in force, provided such Total Disability continues uninterrupted, subject to all other provisions of the policy.

If a Member is not Totally Disabled on the date this Benefit terminates but was receiving Long Term Disability Benefits under this Benefit less than 6 months prior to such date, such Member will be eligible to a resumption of Long Term Disability Benefits if he again becomes Totally Disabled from the same or related causes prior to

- 1) 90 days after the termination of this Benefit; or
- 2) 180 days after the last day he was Totally Disabled.

The reinstated Long Term Disability Benefits will be equal to those which the Member was previously eligible to receive and will continue for the remainder of the Maximum Benefit Period.

### **NOTICE AND PROOF OF CLAIM**

Initial written notice of a claim must be submitted to the Insurer within 31 days of the expiry of the Qualifying Period and initial written proof, within 6 months of the expiry of the Qualifying Period.

In the event of the recurrence of Total Disability, written notice of a claim must be submitted to the Insurer within 31 days of the date of such recurrence and written proof within 60 days of the date of such recurrence.

Subsequent written proof satisfactory to the Insurer of continuing Total Disability must be submitted to the Insurer at its request.

# Our Commitment to Our Plan Members

As one of our valued Plan Members, you are entitled to our attention and respect. We make it a point to be available to provide you with any assistance you may require. You can rely on our knowledgeable team that is committed to settling your claims objectively and diligently, thereby delivering the kind of service you have come to expect.

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