

Employee Booklet

# Group Benefit Solutions

VMWare Canada Inc.

Policy No. 801667

All Other Eligible Full-Time Employees

Benefits  
Health Wellness  
Employees  
Advice Care  
Family Choices  
Support

RBC Insurance





## Insurance

### GROUP INSURANCE FOR EMPLOYEES OF:

VMWare Canada Inc.

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

Policy No.: 801667

Policy Effective Date: January 1, 2018

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***THIS IS AN IMPORTANT DOCUMENT***  
**AND SHOULD BE READ CAREFULLY AND KEPT IN A SAFE PLACE.**

This booklet/certificate gives a brief outline of the plan for which a group policy was issued to the employer. This booklet/certificate does not create nor confer any rights. The exact terms of the benefit plan are described in the more detailed provisions of the group policy. In the event of a discrepancy between this booklet/certificate and the group policy, the terms of the group policy will govern.

The **employee's** coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

RBC Life Insurance Company is the insurer of the coverage, unless otherwise specified. If there are any questions about any terms or provisions, please consult our claims paying office. We will assist the **employees** in any way to help them understand their benefits.

The **employer** has appointed a plan administrator who looks after the insurance under this plan. The administrator may arrange for items such as enrolment in the benefit plan, changes in insurance, termination from the benefit plan and any **beneficiary** designations, as applicable.

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

## *BENEFIT SUMMARIES*

### GROUP INSURANCE BENEFIT SUMMARY - GENERAL

The following is only a summary of the insurance provided under this policy and must be read in context with the rest of the provisions, terms and conditions of the policy.

**Insurance Under the Policy:**

<u>Insurance Benefit</u>	<u>Classes Insured</u>
▪ Employee Basic Accidental Death and Dismemberment (AD&D)	3
▪ Short Term Disability (STD)	3
▪ Long Term Disability (LTD)	3

**Description of All Eligible Class(es) of Employees:**

3. All Other Eligible Full-Time **Employees**

**Eligibility Requirements Under the Policy:**

An **employee** must:

- Be a **resident** in Canada;
- Hold current and valid **provincial or territorial health care plan** coverage in the province or territory where he resides;
- Be a permanent **full - time employee**;
- Be in **active employment** in Canada with the **employer** for at least 30 hours per week each week;
- Have completed a written enrollment card for this group insurance (if applicable or by providing appropriate enrolment information); and
- Be in an Eligible Class of **employees** insured.

In addition to the above items, the **employee** must complete the **waiting period**.

**Waiting Period Under the Policy:**

For an eligible **employee** in **active employment** on or before the **Effective Date**: None.

For an eligible **employee** in **active employment** after the **Effective Date**: None.

## GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFIT SUMMARY

<b>Eligible Class(es):</b>	Class 3
<b>Principal Sum:</b>	The greater of \$25,000 or an amount equal to 200% of the <b>employee's annual earnings</b> , rounded to the next higher \$1,000, if not already a multiple of \$1,000.
<b>Maximum Principal Sum:</b>	\$500,000
<b>No-Evidence Maximum:</b>	\$500,000  Coverage above the No-evidence maximum is subject to satisfactory evidence of insurability.
<b>Paralysis Limitation:</b>	For <b>paralysis</b> (quadriplegia, paraplegia, or hemiplegia, as described in the benefit provision under Schedule of Specific Losses) sustained by the <b>employee</b> as a result of any one accident, will not exceed \$1,000,000.
<b>Reduction:</b>	The <b>employee's principal sum</b> in force immediately prior to age 65 will reduce by 50% when the <b>employee</b> turns 65, rounded to the next higher \$1,000.  Any reduction in the <b>principal sum</b> will also apply to any AD&D insurance extended under the WAIVER OF PREMIUM.  The reduction applicable to any scheduled principal sum will also be applied in the determination of the <b>principal sum</b> for an <b>employee</b> when he first becomes eligible.
<b>Other Standard Features:</b> NOTE: Please refer to the specific benefit provisions for exact details.	<b>As described in the benefit provisions, benefits provided under this policy include the following based on eligibility:</b>  (also see Schedule of Specific Losses for various percentages of the Principal Sum applicable to covered losses)
<b>Other Standard Features:</b>	<b>Included / Maximum:</b>
<b>Schedule of Specific Losses</b>	Yes
<b>Day Care Benefit</b>	Payment will be equal to the lesser of: <ul style="list-style-type: none"><li>▪ 5% of the <b>employee's principal sum</b> per year; or</li><li>▪ a maximum of \$5,000 per year.</li></ul> The Day Care Benefit will be paid each year for 4 consecutive years. The maximum benefit payable is \$20,000.
<b>Education Benefit</b>	Payment will be equal to the lesser of: <ul style="list-style-type: none"><li>▪ 5% of the <b>employee's principal sum</b> per year; or</li><li>▪ \$5,000 per year.</li></ul>

The Education Benefit will be paid each year for 4 consecutive years if the covered **child** remains enrolled as a **full-time student**.

<b>Exposure and Disappearance Benefit</b>	The <b>employee's principal sum</b> for Loss of Life
<b>Family Transportation Benefit</b>	Up to \$5,000 (subject to submission of proof of eligible expenses incurred)
<b>Funeral Expense Benefit</b>	\$3,000
<b>Home Alteration and Vehicle Modification</b>	\$20,000
<b>In-Hospital Indemnity Benefit</b>	\$12,000
<b>Rehabilitative Physical Therapy Benefit</b>	Payment will be equal to the lesser of: <ul style="list-style-type: none"><li>▪ 10% of the <b>employee's principal sum</b> or</li><li>▪ \$10,000</li></ul>
<b>Repatriation and Identification Benefit</b>	\$10,000
<b>Seat Belt and Air Bag Benefit</b>	Seat belt - additional 10% of the <b>employee's principal sum</b> and air bag - \$5,000
<b>Spousal Retraining Benefit</b>	Up to \$10,000 (subject to submission of proof of eligible expenses incurred)
<b>Waiver of Premium Benefit Waiver of Premium Elimination Period:</b>	The <b>employee</b> must be continuously <b>disabled</b> for at least 120 days.

**Cost Contribution:** The **employer** pays the full cost of the insurance.

**Termination of Coverage:** The earlier of the date the **employee** retires or turns 70.

## GROUP SHORT TERM DISABILITY (STD) BENEFIT SUMMARY

**Eligible Class(es):** Class 3

**Definition of Disability:** Residual **Disability**

**Weekly Payment Calculation:**

1. Multiply the **employee's pre-tax weekly earnings** by 75% and then round to the next higher \$1.00, if not already a multiple of \$1.00.
2. The maximum weekly amount is \$3,000.
3. Compare the answer from Item 1 with the maximum weekly amount. The lesser amount is the **employee's gross weekly benefit**.
4. Subtract 100% of direct **benefit offsets** from the answer from item 3.

The **weekly payment** is the lesser of Items 3 or 4. **The** employee's weekly payment **may be reduced by** disability earnings.

**Elimination Period:**

- 0 calendar days for **disability** due to an **injury**; or
- 7 calendar days for **disability** due to a **sickness**.

**First Day Hospital:** If, because of **disability**, the **employee** is hospital confined, benefits begin immediately.

If the **employee** is **disabled** as a result of outpatient surgery, benefits begin on the date the **employee's** surgery occurs.

<b>Maximum Period of Payment:</b>	<b>Age at Disability</b>	<b>Maximum Period of Payment</b>	<b>Premiums Required During Period of Payment</b>
	Less than age 65	17 weeks	Full period of payments, but not beyond age 65

**Daily Rate Of Benefit Calculation:** 1/7th

**Other Standard Features:** As described in the benefit provision, benefits provided under this policy include the following based on eligibility:

**NOTE:** Please refer to the specific benefit provisions for exact details.

<b>Other Standard Features:</b>	<b>Included / Maximum:</b>
<b>Rehabilitation and Return To Work Assistance Benefit:</b>	10% of the <b>employee's gross weekly benefit</b> to a maximum of \$250 per week

**STD Taxability:** The **employer** has established this Group Short Term Disability plan with the express intention and understanding that the **weekly payment** is to be a taxable benefit to the **employee** in accordance with the Income Tax Act, as amended from time to time.

**Cost Contribution:** The **employer** pays the full cost of the insurance.

**Termination of Coverage:** The earlier of the date the **employee** retires or turns 65.

## GROUP LONG TERM DISABILITY (LTD) BENEFIT SUMMARY

Eligible Class(es):	Class 3
Definition of Disability:	Residual <b>Disability</b>
Monthly Payment Calculation:	<ol style="list-style-type: none"><li>1. Multiply the first \$2,250 of the <b>employee's pre-tax monthly earnings</b> by 66.67%.</li><li>2. Multiply any portion of the <b>employee's pre-tax monthly earnings</b> in excess of \$2,250 by 50%.</li><li>3. Add the answers from Item 1 and Item 2 together and round the sum to the next higher \$1.00, if not already a multiple of \$1.00.</li><li>4. The maximum monthly amount is \$10,000.</li><li>5. Compare the answer from Item 3 with the maximum monthly amount. The lesser amount is the <b>employee's gross monthly benefit</b>.</li><li>6. Subtract 100% of direct <b>benefit offsets</b> from the answer from Item 5.</li><li>7. Multiply the <b>employee's post-tax monthly earnings</b> by 85%.</li><li>8. Subtract 100% of direct and indirect <b>benefit offsets</b> from the answer from Item 7.</li></ol>

The **monthly payment** is the least of Items 5, 6 or 8; however, the **monthly payment** will not be less than the minimum monthly benefit.

The **employee's monthly payment** may be reduced by **disability earnings**.

Some disabilities may not be covered or may have limited insurance under this policy.

Minimum Monthly Benefit:	\$100 per month		
No-Evidence Maximum:	\$10,000  If an <b>employee's gross monthly benefit</b> increases because of an increase to the <b>no-evidence maximum</b> , the increase to the <b>employee's gross monthly benefit</b> may be limited by the <b>Pre-Existing Condition Limitation</b> .		
Elimination Period:	119 calendar days		
Regular Occupation Period:	2 years		
Maximum Period of Payment:	<table><tr><td><u>Age at Disability</u> Less than age 65</td><td><u>Maximum Period of Payment</u> To age 65, but not less than 1 year</td></tr></table>	<u>Age at Disability</u> Less than age 65	<u>Maximum Period of Payment</u> To age 65, but not less than 1 year
<u>Age at Disability</u> Less than age 65	<u>Maximum Period of Payment</u> To age 65, but not less than 1 year		

No premium payments are required for the **employee's** insurance while he is receiving LTD payments under this policy.

Daily Rate Of Benefit  
Calculation:

1/30<sup>th</sup>

Other Standard  
Features:  
NOTE: Please refer to  
the specific benefit  
provisions for exact  
details.

As described in the benefit provision, benefits provided under this policy include the following based on eligibility:

<u>Other Standard Features:</u>	<u>Included / Maximum:</u>
Continuity of Coverage:	Yes
Pre-Existing Conditions:	3/12
Survivor Benefit:	Yes – 3 months
Worksite Modification Benefit:	the greater of: <ul style="list-style-type: none"><li>▪ \$1,000, or</li><li>▪ the equivalent of 2 months of the <b>employee's monthly payment.</b></li></ul>
Work Life Assistance Program	Yes
Best Doctors®	Yes

Employer Selected  
Benefits:  
NOTE: Please refer to  
the specific benefit  
provisions for exact  
details.

As described in the benefit provision, benefits provided under this policy include the following based on eligibility:

<u>Employer Selected Benefits:</u>	<u>Included / Maximum:</u>
Rehabilitation and Return To Work Assistance Benefit:	10% of the <b>employee's gross monthly benefit</b> to a maximum of \$1,000 per month
Total Benefit Cap:	110% of <b>monthly earnings</b> if the <b>employee</b> is participating in the <b>rehabilitation and return to work</b>
Dependent Care Expense Benefit:	\$350 per month, per <b>dependent</b> ; but not to exceed \$1,000 per month for all <b>Dependent</b> Care Expenses combined

<b>Spousal Disability (SD) Benefit:</b>	<p><b>Spouse</b> insured (when the <b>employee</b> becomes insured under the LTD benefit shown above) for <b>disability</b> occurring while insured causing loss of at least 2 <b>activities of daily living</b> or <b>cognitive impairment</b>.</p> <p><b>Spouse</b> does not have to be employed outside the home.</p>
<b>SD Conversion:</b>	No Conversion Benefit available under this benefit.
<b>SD Amount:</b>	\$1,000 per month to a lifetime <b>maximum period of payment</b> of 2 years.
<b>SD Increases:</b>	Any increases in insurance will be subject to a <b>pre-existing conditions</b> limitation.
<b>SD Elimination Period:</b>	60 consecutive calendar days.
<b>SD Pre-Existing Conditions:</b>	6/6
<b>SD Benefits Cease:</b>	<p>On the earliest of:</p> <ul style="list-style-type: none"> <li>▪ the date the <b>spouse</b> is no longer <b>disabled</b>;</li> <li>▪ the end of the <b>maximum period of payment</b> as shown above under SD Amount; or</li> <li>▪ the date the <b>spouse</b> dies.</li> </ul>
<b>LTD Taxability:</b>	The <b>employer</b> has established this Group Long Term Disability plan with the express intention and understanding that the <b>monthly payment</b> is to be a non-taxable benefit to the <b>employee</b> in accordance with the Income Tax Act, as amended from time to time.
<b>Cost Contribution:</b>	The <b>employee</b> pays the full cost of the insurance.
<b>Termination of Coverage:</b>	The earlier of the date the <b>employee</b> retires or turns 65.

## GENERAL DEFINITIONS

The following definitions are used throughout the entire policy. Definitions that are specific to a particular benefit are listed in that benefit section.

**NOTE:** In this booklet reference to the masculine gender will be deemed to also include the feminine.

**Active employment** means **you** are:

- working for **your employer** on a permanent **full-time** basis in Canada for earnings that are paid regularly;
- performing the **material and substantial duties of your regular occupation**; and
- working or be scheduled to be working for at least the minimum number of hours per week each and every week\* shown in the Group Insurance Benefit Summary - General.

\*If the minimum number of hours worked is other than each and every week, **we** must be informed by **your employer** prior to the policy coming into effect. Otherwise **we** reserve the right to deny insurance to **employees** working on such a non-standard basis.

Normal vacation is considered **active employment**.

**Your** work site must be:

- **your employer's** usual place of business in Canada;
- an alternative work site in Canada at the direction of **your employer**, including **your** home in Canada; or
- a location to which **your** job requires **you** to temporarily travel and perform the **material and substantial duties of your regular occupation**

Any work site outside of Canada must be pre-approved in writing by **us**.

**Child or children** means, if insured under this policy, a **resident** who is **yours** or **your spouse's** own natural offspring, lawfully adopted **child**, **stepchild**, or other **child** who is dependent on **you** for financial support.

A **child** must be:

- at least
  - (i) with respect to Group Dependent Life Insurance (if provided under this policy), from live birth but not yet attained age 21; or
  - (ii) age 21 but not yet attained age 26 and be attending an accredited educational institution, college or university recognized by the Canada Revenue Agency on a full-time basis. Satisfactory proof of full-time student attendance must be submitted to **us**; and
- not married or in any other formal union recognized by law; and
- dependent on **you** for financial support.

A **child** insured under the policy, who is incapacitated due to a mental or physical disability on the date he reaches the age when he would otherwise cease to be an eligible **dependent**, will continue to be an eligible **dependent** under the policy.

A **child** is considered incapacitated if he is incapable of supporting himself or engaging in any substantially gainful activity, and is dependent on **you** for financial support, maintenance and care, within the terms of the Income Tax Act, due to a mental or physical disability.

**We** may require written proof of the **child's** condition as often as may reasonably be necessary.

**Claimant** means **you** or a **beneficiary** who has submitted a claim for benefits under the policy to **us**. Claimant will also include the legal representative of an **insured** who is incapacitated, incompetent or a minor.

Where allowed by law, the term will mean any person who submitted a claim for benefits under the policy to **us**.

**Compassionate care leave of absence** means a period of absence allowed by federal or provincial law for **you** to care for a family member (as defined in the law) who has a serious medical condition which has significant risk of death.

**Crime** includes any actions which would be an offence under the Criminal Code or the Controlled Drugs and Substances Act, whether or not the actions occurred in Canada.

**Dependent** means, if insured under this policy, a **resident** who is **your spouse** and a **resident** who is **yours** and/or **your spouse's child**.

Any **child** who is insured under the policy as an **employee** is not a **dependent**. When two **spouses** are both insured as **employees** under the policy, both may cover **children** for Dependent Term Life insurance (if insured under this policy).

**Employee** means a person who is:

- in **active employment** in Canada with the **employer**; and
- permanently domiciled in Canada and is a **resident** in Canada; and
- insured under a Canadian **provincial or territorial health care plan** (including any extension) of his province/territory of residence.

An **employee** is also deemed to include a partner, sole proprietor or a teacher, if insured under this policy.

Temporary and seasonal workers are excluded from insurance. No coverage will be extended to a person who is not an **employee** unless an exception is applied for and approved in writing by the Company.

**Employer** means the **policyholder**, and includes any division, subsidiary or affiliated company named in the Group Insurance Benefit Summary - General.

**Evidence of insurability** means a statement of a person's medical history which **we** will use to determine if the person is approved for insurance. In addition to the information the person supplies on the application or other required documentation, **we** may require other proof of the person's medical history which includes but is not limited to test results, medical examinations, and **physician** statements. **We** may also require that an insurability assessment be performed. **Evidence of insurability** must be provided at the person's own expense.

**Full-time** means a normal work schedule of at least the minimum number of hours per week each week as shown in the Group Insurance Benefit Summary - General for 52 weeks per year including paid vacation.

**Grace period** means the 31 days following the **Premium Due Date** during which premium and any applicable tax payment may be made. Insurance will continue in force during the **grace period**. If the full premium and tax due is not paid within the **grace period**, the policy will terminate for non-payment of premium at the end of the 31 days. The full premium and tax for the **grace period** will nevertheless be due and payable.

**Hospital or institution** means an accredited facility licenced to provide care and treatment for the condition causing the **disability**, loss, injury or sickness.

**Insured** means **you**, **your spouse** or **child** who is insured under the policy.

**Late entrant** means a person (including **you**) for whom **you**:

- apply for insurance after the person has been eligible for more than 31 days ; or
- re-apply for insurance after that person's insurance had earlier been cancelled.

It also means **you**, after having previously waived benefits under the policy because **you** were covered for similar benefits under **your spouse's** plan:

- apply for insurance more than 31 days after **your** benefits terminated under **your spouse's** plan; or
- apply for insurance even though benefits under **your spouse's** plan have not terminated.

**Layoff or leave of absence** means **you** are, for non-medical reasons, temporarily absent from **active employment** for a period of time that has been agreed to in advance in writing by **your employer**.

**Your** normal vacation time, **statutory leave** or any period of **disability** is not considered a temporary **layoff** or **leave of absence**.

**Legislation, plan or act** means the original enactments of the legislation, plan or act and all amendments.

**Maximum benefit** means the maximum amount payable under the policy for a valid claim for a particular benefit.

**Payable claim** means a valid claim for which **we** are liable under the terms of the policy. The actual submission of a claim for benefits does not, in itself, constitute a **payable claim** under the policy. Each claim for benefits is adjudicated on an individual basis.

**Physician** means:

- a person who is licenced to practice medicine, to prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

The **physician** must be performing tasks that are within the limits of his medical licence. **We** will not recognize **you** or **your spouse, child, parent** or sibling as a **physician** for a claim that the **insured** submits to **us**.

**Policyholder** means the **employer** or legal entity to whom the policy is issued.

**Pregnancy leave of absence** or **parental leave of absence** means:

- a period of time no longer than federally or provincially required that is agreed to between **you** and **your employer** prior to the actual absence or as defined by **your employer's** pregnancy leave of absence policy and/or parental leave of absence policy;
- any period of formal pregnancy and/or parental leave **you** are entitled to under federal or provincial legislation governing **your employer**; or
- any period during which **you** receive pregnancy leave benefits, parental leave benefits, and pregnancy-related sickness benefits, or any combination of these benefits under the Employment Insurance Act or the Quebec Parental Insurance Plan.

For the purposes of **parental leave of absence**, a parent includes natural and adoptive parents, as well as the person in a relationship of some permanence with a natural or adoptive parent of the **child** who intends to treat the **child** as his own.

**Provincial or territorial health care plan** means the body of provincially/territorially enacted laws, as amended from time to time, governing provincial or territorial health insurance plans which provide health insurance to residents of Canada.

**Resident** means a person who:

- is legally entitled to be or to remain in Canada;
- makes his home in, and is ordinarily present in, a province or territory of Canada; and
- satisfies the requirements for Canadian **provincial or territorial health care plan** coverage.

**Spouse** means, if insured under the policy, a **resident** and:

- is legally married to **you**; or
- if **you** are not married, is a person whom **you** have publicly represented as **your spouse** and with whom **you** have resided continuously for at least 12 months in a conjugal-like relationship, civil union, adult interdependent relationship, or any other formal union defined and recognized by law and who is:
  - at least 18 years of age or of legal age to marry;
  - competent to contract; and
  - not related by blood closer than would legally bar marriage.

Only one **spouse** will be eligible for insurance under this policy, and will be as indicated by the **employee** on his application for insurance under this policy. Where this information is not contained on his application, the person who qualifies last under this policy's definition of **spouse** will be the eligible **spouse**.

**Statutory Leave** means any specified period of leave during which **you** are entitled to be absent from work in accordance with federal or provincial **legislation**, and it includes **compassionate care leave of absence** and **pregnancy leave of absence** or **parental leave of absence**.

**Waiting period** means the continuous period of time that **you** must be in **active employment** in an Eligible Class before **you** are eligible for insurance under the policy.

**We, us, our** or the Company means RBC Life Insurance Company.

**You** and **your** means a person who is eligible for RBC Insurance coverage.

## GENERAL INFORMATION

### Employee Eligibility

**You** are eligible for insurance under the policy if **you**:

- are a member of an ELIGIBLE CLASS OF EMPLOYEES defined in the GROUP INSURANCE BENEFIT SUMMARY - GENERAL;
- have completed the applicable WAITING PERIOD UNDER THE POLICY specified in the GROUP INSURANCE BENEFIT SUMMARY - GENERAL;
- meet all other eligibility requirements as outlined in the GROUP INSURANCE BENEFIT SUMMARY - GENERAL; and
- meet any eligibility requirements outlined in this section.

**You** must request insurance in writing by supplying the required enrolment information, such as but not limited to, **employee** census data or an enrolment card (if applicable) to **us**.

**Employees** of any corporation or other business formally associated or affiliated with the **employer** as a subsidiary or otherwise are eligible for insurance, provided that such an organization is on record with **us** as being eligible for insurance under the policy.

### Dependent Eligibility

If insured under the policy, **you** will become eligible for **dependent** insurance on the later of:

- the date **your** insurance begins; or
- the date **you** first acquire a **dependent**.

**You** must submit a written application and **evidence of insurability** (if required) for the **dependent** insurance.

Each additional **dependent** will become insured on the date the **dependent** becomes eligible for insurance.

In no event will **your dependent** be insured before **you** are insured.

### When Insurance Begins

**Your** insurance (subject to premium payment) begins at 12:01 a.m. on the latest of:

- the date **you** become eligible for the insurance, if **you** applied for insurance on or before that date;
- the date **we** receive enrolment/application information for **your** insurance; or
- the date **we** approve **your evidence of insurability**, if required.

**Dependent** insurance if insured under the policy (subject to premium payment) begins at 12:01 a.m. on the latest of:

- the date the **dependent** becomes eligible for insurance, if **you** applied for group dependent insurance on or before that date;
- the date **we** receive enrolment/application information for the **dependent's** insurance; or
- the date **we** approve the **dependent's evidence of insurability**, if required.

### Absent When Insurance Would Normally Begin: Leave of Absence, Temporary Layoff, Strike, Lockout

If, on the date insurance would normally begin, **you** are absent from **active employment** due to **leave of absence**, temporary **layoff** or lawful strike or lockout, and **you** return to **active employment** within 6 months of the date insurance would normally begin, **your** insurance will begin on the date **you** return to **active employment**. However, if **you** return to **active employment** more than 6 months after **your** insurance would normally begin, **your** insurance will begin after **you** have again been in **active employment** for a period equal to **your** WAITING PERIOD UNDER THE POLICY.

### Absent When Insurance Would Normally Begin: Statutory Leave

If, on the date insurance would normally begin, **you** are absent from **active employment** due to **statutory leave**, **your** insurance will still begin if **you** have decided to maintain insurance and if premiums are paid during **your statutory leave**. **You** may maintain insurance until 31 days after the date that **your statutory leave** ended. If **you** do not return to **active employment** within 31 days after the date that **your statutory leave** ended, **your** insurance will end.

However, if **you** have decided not to maintain insurance during **your statutory leave**, **your** insurance will begin on the date **you** return to **active employment**, provided that **you** return to **active employment** within 31 days of the date that **your statutory leave** ended.

### Absent When Insurance Would Normally Begin: Sickness or Injury

If, on the date insurance would normally begin, **you** are absent from **active employment** due to **sickness or injury**, then:

- **you** may be enrolled for Group Basic Term Life Insurance, subject to the Continuity of Coverage provision;
- **you** and **your dependents** may be enrolled for Group Optional Term Life Insurance, subject to the Continuity of Coverage provision;
- **you** may be enrolled for Group Accidental Death and Dismemberment Insurance, subject to the Continuity of Coverage provision;
- **your** Group Short Term Disability Insurance will begin on the date that **you** return to **active employment**, provided that **you** return to **active employment** within 6 months of the date insurance would normally begin. However, if **you** return to **active employment** more than 6 months after **your** insurance would normally begin, **your** Group Short Term Disability Insurance will begin after **you** have again been in **active employment** for a period equal to **your** WAITING PERIOD UNDER THE POLICY; and
- **you** may be enrolled for Group Long Term Disability Insurance, subject to the Continuity of Coverage provision.

If **your** insurance is subject to **evidence of insurability**, **you** will be deemed to be a **late entrant** if **we** approve any **evidence of insurability** previously submitted by **you** but **you** do not return to **active employment** within the time required by **our** guidelines in effect on the date **we** approved the **evidence of insurability**. In such event, **we** reserve the right to require **you** to resubmit current **evidence of insurability**.

If a **dependent** (if insured under this policy) is hospitalized on the date insurance (initial, additional or any increase) would normally begin, the **dependent's** insurance or any additional or increase in insurance for that **dependent** will begin on the date he is discharged from hospital. This is not applicable to a newborn **child**.

### Late Entrants

**We** reserve the right to deem **you** a **late entrant** if **you** were absent from **active employment** on the date **your** coverage would normally begin as specified in the sections above.

All premiums and applicable tax payments are due and payable as of **your** effective date of insurance.

### Changes In Insurance

Changes in the amount of insurance or benefits may occur as the result of an employment status change, the addition of a benefit or a change to a benefit. Any resulting changes take effect on the date of the change in status or benefits.

The following exceptions apply if the result of the change is an increase in insurance:

- if **evidence of insurability** is required, the increase cannot take effect before **we** approve the **evidence of insurability**; and/or
- if **you** are not in **active employment** when the change occurs or when **we** approve the **evidence of insurability**, the increase will not take effect until **you** return to **active employment**.

If **you** are not in **active employment** due to **injury, sickness, temporary layoff or leave of absence**, or lawful strike or lockout, any increased or additional insurance will take effect the later of:

- the date **you** return to **active employment**; or
- the date **we** approve **your evidence of insurability** form, if **evidence of insurability** is required.

Any decrease in insurance will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

### Evidence Of Insurability

**We** require **evidence of insurability** when **you**:

- are a **late entrant**;
- are eligible and apply for insurance or an increase in insurance above any **no-evidence maximum**;
- voluntarily cancelled insurance and are re-applying for insurance; or
- were previously eligible for insurance but waived coverage under the policy but is now applying for the insurance.

If such benefits are insured under the policy, **we** also require **evidence of insurability** when **you**:

- apply for any Group Optional Term Life insurance coverage, (initial, increased or additional) for **your dependents**;
- make written application for **dependent** insurance (Group Basic Term Life, Group Optional Term Life) more than 31 days after the date the **dependent** becomes eligible;
- voluntarily cancel the Group Basic Term Life insurance for **your dependent** while **your dependent** remains eligible for the insurance, and then reapply for the insurance at a later date; or
- waive the Group Basic Term Life insurance for **your** eligible **dependent** and then apply for the insurance at a later date.

### When Your Insurance Ends

**Your** insurance ends on the earliest of the following dates:

- the date **your active employment** ends;
- the date **you** are no longer in **active employment** except as set out in the continued insurance provisions for:
  - Leave of Absence, Temporary Layoff, Strike or Lockout;
  - Statutory Leave;
  - Sickness or Injury;
- the date **you** are no longer in an Eligible Class;
- the date **you** no longer meet the eligibility requirements as specified in the Group Insurance Benefit Summary - General;
- the end of the period for which premiums have been paid to **us** for **your** insurance; or
- the date the policy ends.

However, the ending of **your** insurance will not prevent a **payable claim** for:

- **your** death or other loss that is caused by an accident that occurred before the end of **your** insurance; or
- **your disability** that commenced before the end of **your** insurance.

Any benefit may end on an earlier or later date as specified in the applicable Benefit Summary.

**Your** dependent insurance (if insured under this policy) ends on the earlier of the following dates:

- the date **your active employment** ends;
- the date **you** are no longer in **active employment** except as set out in the continued insurance provisions for:
  - Leave of Absence, Temporary Layoff, Strike or Lockout;
  - Statutory Leave;
  - Sickness or Injury;
- the date **you** are no longer in an Eligible Class for dependent insurance;

- the date **you** and/or **your dependent** no longer meets the eligibility requirements as specified in the GROUP INSURANCE BENEFIT SUMMARY - GENERAL;
- the date **you** no longer have any **dependents** or the date the **dependent** loses his status as a **dependent**;
- the end of the period for which premiums have been paid to **us** for **your** dependent insurance; or
- the date the policy ends.

However, the ending of **your** dependent insurance will not prevent a **payable claim** for a **dependent's** death if it is caused by an accident that occurred before the end of **your** dependent insurance.

Any benefit may end on an earlier or later date as specified in the applicable BENEFIT SUMMARY.

#### **Continued Insurance** - Leave of Absence, Temporary Layoff, Strike or Lockout

Once **your** insurance begins, if **you** cease to be in **active employment** due to a **leave of absence**, temporary **layoff**, strike or lockout, **your** Group Short Term Disability Insurance (if provided under this policy) and Group Long Term Disability Insurance (if provided under this policy) may be continued on a premium paying basis for up to 90 days after **your leave of absence**, temporary **layoff**, strike or lockout begins, and **your** other insurance may be continued on a premium paying basis for up to 180 days after **your leave of absence**, temporary **layoff**, strike or lockout begins.

#### **Continued Insurance** – Statutory Leave

Once **your** insurance begins, if **you** cease to be in **active employment** due to a **statutory leave**, **you** may continue all insurance on a premium paying basis for the duration of the **statutory leave**. If **you** do not continue **your** insurance on a premium paying basis, **your** insurance will end.

If **your** insurance ends because **you** do not continue **your** insurance on a premium paying basis during **your statutory leave**, **your** insurance may begin again on the date **you** return to **active employment** if **you** return to **active employment** within 31 days of the date that **your statutory leave** ended. However, **you** will be treated as a new **employee** for the purposes of the Pre-Existing Condition Limitation (if any), and **your** previous service while in an ELIGIBLE CLASS will not be credited toward the Pre-Existing Condition Limitation. If **you** return to **active employment** more than 31 days after the date that **your statutory leave** ended, **you** will be treated as a new **employee** and will be subject to all requirements applicable to new **employees**.

If **you** have continued insurance on a premium paying basis during **your statutory leave**, **you** must return to **active employment** within 31 days of the date that **your statutory leave** ended in order for insurance to continue. If **you** do not return to **active employment** within 31 days of the date that **your statutory leave** ended, **your** insurance will end.

#### **Continued Insurance** - Sickness or Injury

Once insurance begins, if **you** cease to be in **active employment** due to sickness or injury, the following provisions will apply to **your** insurance:

**Your** Basic Life Insurance, Optional Life Insurance, and Accidental Death & Dismemberment Insurance may be continued on a premium paying basis until the date **your employer** terminates **your** employment. **You** may also submit a claim for Waiver of Premium. If **we** approve **your** claim, **your** Basic Life Insurance, Optional Life Insurance, and Accidental Death & Dismemberment Insurance will be continued as described in the Waiver of Premium provisions.

**Your** Short Term Disability Insurance and Long Term Disability Insurance may be continued on a premium paying basis for a period of time that is equal to the longer of:

- the length of the Maximum Period of Payment for **your** Short Term Disability Insurance; or
- the length of the **elimination period** for **your** Long Term Disability Insurance.

If **you** become **disabled** after the date **your** Short Term Disability Insurance and Long Term Disability Insurance end, no benefits will be payable. **We** will refund any premiums that were paid for **your** Short Term Disability Insurance or Group Long Term Disability Insurance after the date **your** insurance ended.

If **you** submit a claim under **your** Long Term Disability Insurance and **we** approve **your** claim, **your** Long Term Disability Insurance will be continued as described in the Waiver of Premium provision.

A type of insurance may be continued only if that type of insurance is identified in the BENEFIT SUMMARY

### **Employment / Labour Standards Extension Of Insurance**

All of **your** insurance under the policy will terminate when **your** employment terminates. However, if **your employer** has terminated **your** employment and **your employer** is required to extend insurance coverage or benefits to **you** during a termination notice period prescribed by any federal or provincial employment or labour standards legislation, the insurance under the policy may be extended for such period. In order to extend insurance under the policy beyond such period, **your employer** must request the continuation of insurance in writing and advise **us** of the date to which the insurance must be continued and continue to remit the required premium. **Your** insurance will not extend beyond the date that the policy terminates.

### **Return to Active Employment After Insurance Ends**

If **your** insurance ends and **you** return to **active employment**, **your** insurance may begin again on the date **you** return to **active employment** if:

- **you** return to **active employment** within 180 days after the date **your** insurance ended; and
- **you** had already completed **your** Waiting Period Under the Policy before **your** insurance ended.

**Your** previous service while in an Eligible Class will be credited toward the Pre-Existing Condition Limitation (if any). All other policy provisions will apply.

The amounts of **your** insurance will be determined by **your** earnings and Eligible Class at the time that **your** insurance begins again. If **your** earnings at the time **your** insurance begins again are lower than **your** earnings were at the time **your** insurance ended, the amounts of **your** insurance coverage will relate to **your** lower earnings. However, if **your** earnings at the time **your** insurance begins again are greater than **your** earnings were at the time **your** insurance ended, the amounts of **your** insurance coverage may be subject to **evidence of insurability**, if **we** require it.

If **your** insurance ends and **you** return to **active employment**, **you** will be treated as a new **employee** and will be subject to all requirements applicable to new **employees** if:

- **you** return to **active employment** more than 180 days after the date **your** insurance ended; or
- **you** had not completed **your** Waiting Period Under the Policy before **your** insurance ended.

If **your** insurance ends because **you** do not continue **your** insurance during a **statutory leave**, the provisions regarding continued insurance during a **statutory leave** will apply instead of this section.

### **Fraud**

It is a crime if **you** and/or **your employer** defrauds or deceives **us**, or knowingly provides any false information to the Company. This includes knowingly filing a claim that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of a claim, and are subject to prosecution and punishment to the full extent of the law. The Company reserves the right to deny coverage to any **employee** who presents a fraudulent claim. **We** will pursue appropriate legal remedies in the event of fraud.

### Incontestability:

Any person required to provide **evidence of insurability** shall disclose, within the **evidence of insurability**, every known fact that is material to the insurance applied for. If such person misrepresents or fails to disclose any such fact, the insurance in respect of such person will be voidable by **us**. However, where the insurance in respect of such person has been in effect continuously for two years, such insurance will not, except in the case of fraud, be voidable by **us** on the basis of the misrepresentation or failure to disclose.

Except for fraud, no statements made by **your employer** or by **you** at the time of the application for the policy will be used in defence of a claim under the policy unless it is contained in a written application or any other written documentation to secure insurance.

### Receiving And Releasing Data:

**We** will comply with all relevant legislation protecting personal information. Any person claiming benefits under the policy must give **us** all necessary information and authorization needed for underwriting, administering and paying claims.

Where allowed by law, on written request, **we** will provide **you** (or a **claimant** - to the extent that information is relevant to a claim or denial of a claim) with a copy of **your** application for insurance and any record or written document that **you** provided under the group policy as **evidence of insurability**. A reasonable fee will be charged for each copy after the first if more than one copy of each document is requested.

Where allowed by law, on written request and with reasonable notice, **we** will provide **you** (or to a **claimant** as specified above) with, or allow to be examined, a copy of the group policy. A reasonable fee will be charged for each copy after the first if more than one copy of the group policy is requested.

**You** or a **claimant** will not be provided with any information contained in any document about any individual (other than **yourself** or the **claimant**) insured under the group policy.

### Limitation Of Legal Action:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in:

- the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia);
- the Insurance Act (for actions or proceedings governed by the laws of Manitoba);
- the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario);
- the Quebec civil Code (for actions or proceedings governed by the laws of Quebec);
- other applicable legislation; or
- the time period set out below, whichever is later.

A legal action for money payable in the event of a person's death may not be commenced against **us** after the later of

1. 2 years after proof of claim has been provided; or
2. 6 years after the date of the death.

A legal action for payments under the Short Term Disability, Long Term Disability provisions, if such benefits are insured under the policy, may not be commenced against **us**

1. more than 2 years after the date that the first payment became due, if **we** made no payments; or
2. more than 2 years after the date the next payment would have become due, if **we** began making payments and then stopped.

A legal action for money payable for a loss other than death, Short Term Disability, Long Term Disability, if such benefits are insured under the policy, may not be commenced against us

1. less than 60 days after the date that the money became payable or would have become payable if it had been a valid claim; or
2. more than 2 years after the date the money became payable or would have become payable if it had been a valid claim.

## *CLAIMS INFORMATION*

We encourage **you** or **your beneficiary** (if applicable) to notify **us** of any claim as soon as possible, so that a claim decision can be made in a timely manner.

### **Claims Adjudication:**

RBC Life Insurance Company will adjudicate all claims for benefits under the policy (Life, AD&D, STD and LTD).

### **Requesting A Claim Form:**

The claim form is available from **your employer**, or the **claimant** can request a claim form from **us**. If the **claimant** does not receive the claim form from **us** within 15 days of his request, he should send **us** written proof of claim without waiting for the form.

### **Written Notice Of Claim:**

#### **STD or LTD:**

Written notice of a Short Term Disability (if insured under the policy) or Long Term Disability claim (if insured under the policy) should be sent to **us** within 30 days after the date the **disability** begins.

#### **LIFE or AD&D:**

Written notice of a Life or AD&D claim (if insured under the policy) should be sent to **us** within 30 days after the date the **loss** or death occurs.

#### **LIFE or AD&D Waiver Of Premium:**

Written notice of a Waiver of Premium claim for Life (Basic and Optional, if insured under the policy) or AD&D (if insured under the policy) should be sent to **us** within 12 months after the date the **disability** begins.

### **Written Proof Of Claim:**

#### **LIFE or AD&D Waiver Of Premium:**

For a Life or AD&D (if insured under the policy) Waiver of Premium claim, **you** must send **us** first written proof of claim between the end of the Waiver of Premium Elimination Period as shown in the applicable Benefit Summary and the 365<sup>th</sup> day after the date the **disability** begins. If it is not possible to give proof of claim within such time period, it must be given no later than 1 year after the **disability** begins, except in the absence of legal capacity.

#### **STD or LTD:**

For a Short Term Disability (if insured under the policy) or Long Term Disability claim (if insured under the policy), **you** must send **us** written proof of claim no later than 90 days after the date the **disability** begins. If it is not possible to give proof of claim within 90 days, it must be given no later than 1 year after the **disability** begins, except in the absence of legal capacity.

#### **LIFE or AD&D:**

For a Life or AD&D claim (if insured under the policy), the **claimant** must send **us** written proof of claim no later than 90 days after the date the **loss** or death occurs. If it is not possible to give proof of claim within 90 days, it must be given no later than 1 year after the **loss** or death occurs, except in the absence of legal capacity.

### **Cost Of Proof Of Claim:**

Costs incurred for proof of claim will be at **your** own expense.

### Proof Of Continuing Disability:

Under a Short Term Disability or Long Term Disability claim (if insured under the policy), **we** may request that **you** send proof of continuing **disability** and proof that **you** are under **appropriate care**. This proof must be received within 30 days of a request by **us**.

### Additional Information:

**We** may require the **claimant** to provide appropriate consent to obtain additional medical information and to provide non-medical information as part of the **claimant's** proof of claim or proof of continuing **disability**.

If the appropriate information is not submitted, **we** may not be able to properly adjudicate the claim and may deny the claim or stop sending payments.

### Type Of Claim Information Required:

Depending on the type of claim being submitted, the type of information that **we** will require from the **claimant** may include, but is not limited to:

- proof the **claimant** is or was under **appropriate care**;
- appropriate documentation of earnings;
- appropriate documentation of the covered charge actually being incurred by an **insured**;
- the cause of **disability, loss**, or death;
- the date of **disability, loss**, death, or covered charge incurred;
- proof of death;
- the extent of **disability** or **loss**, including restrictions and limitations; and
- the name and address of any **hospital** or institution where treatment is received, including the names of all attending **physicians**.

### Proof Of Age:

**We** may require proof of age for each **insured**.

If the appropriate information is not submitted, **we** may not be able to properly adjudicate the claim and may deny the claim or stop sending payments.

If an incorrect age is given, **we** may adjust benefits and premiums based on the true age.

### Return To Work Notification:

Under a Short Term Disability or Long Term Disability claim (if insured under the policy), **you** must immediately notify **us** when **you** return to work in any capacity.

### We Reserve The Right To Deny Claim Payment:

**We** reserve the further right to deny any claim if premiums were not paid in respect of the **claimant**.

### Overpayment Of A Claim

**We** have the right to recover any overpayments due to issues such as, but not limited to:

- fraud;
- negligence on the part of **your employer** or **claimant** or any agent thereof;
- any error **we** make in processing a claim;
- **your** receipt of **benefit offsets**; and
- any claim paid during the **grace period** and the policy or benefit subsequently terminates for non-payment of premium.

The **claimant** must reimburse **us** in full. **We** will determine the method by which the repayment is to be made. **We** may reduce or suspend payments which would otherwise be made to the **claimant** in order to recover the overpayment.

**We** will not recover more money than the amount paid to the **claimant**.

## ***GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE BENEFIT***

If **you** die or suffer a covered loss as specified in the Schedule of Specific Losses, while **you** are insured under the policy, **we** will pay the applicable percentage of the **principal sum** shown in the Schedule of Specific Losses to **you**, or to the designated **beneficiary** then on record (for benefits for loss of life).

### **Benefit Specific Definitions**

The following definitions are applicable to this benefit in addition to certain definitions under the GENERAL DEFINITIONS section of this booklet.

**Accidental injury** means a bodily injury caused directly and **independently** of all other causes by an unexpected, unforeseen, external, violent and purely accidental means or event. It does not include a **sickness**.

**Annual earnings** means the annual rate of pay received by the **employee** from the **employer** just prior to the date of loss or **disability**. It includes commissions and bonuses, but not overtime pay, or any other extra compensation, or income received from sources other than the **employer**.

Commissions and bonuses will be averaged for the lesser of:

1. the 12 month period of employment just prior to the date of loss or **disability**; or
2. the period of actual employment with the **employer**.

For any benefit calculation, **annual earnings** will not be more than the amount of **annual earnings** for which premiums have been paid.

**Appropriate care** means:

- **you** personally visit a **physician** as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat **your** condition(s) causing **disability**; and
- **you** are receiving and complying with the most appropriate treatment and care, which conforms with generally accepted medical standards, for **your** condition(s) causing **disability** by a **physician** whose specialty and experience is the most appropriate for the condition(s) causing **disability** according to generally accepted medical standards.

**Appropriate care** must not be limited solely to examinations or testing. Where, according to generally accepted medical standards, the appropriate form of treatment for **your** condition(s) causing **disability** is surgery, hospitalization, in-patient treatment, hospital day treatment, or individual or group addiction support therapy, **you** must comply with such form of treatment.

**Beneficiary** means, with respect to **your** Group AD&D insurance for loss of life by **accidental injury**, the person or persons designated by **you** in writing to receive **your** Group **Employee** Basic Term Life Insurance unless otherwise designated in writing and filed with **your employer**.

**Child or children** means, with respect to the Day Care Benefit, **your** or the **spouse's** own natural offspring, lawfully adopted **children**, step**children**, or other **children** who are **residents** and dependent on **you** for financial support and are living with **you** in a regular parent-**child** relationship.

A **child** must be:

- at least 24 hours old but not yet attained age 12; and
- dependent on **you** for financial support.

A **child** insured under the policy, who is incapacitated due to a mental or physical disability, will continue to be an eligible **dependent** under this policy until he turns 12.

**We** may require written proof of the **child's** condition as often as may reasonably be necessary.

**Child or children** means, with respect to the Education Benefit, **you** or the **spouse's** own natural offspring, lawfully adopted children, stepchildren, or other children who are **residents** and dependent on **you** for financial support and are living with **you** in a regular parent-child relationship.

A **child** must be:

- at least 24 hours old but not yet attained age 26;
- unmarried or not in any other formal union recognized by law; and
- dependent on **you** for financial support.

A **child** insured under the policy, who is incapacitated due to a mental or physical disability on the date he reaches the age when he would otherwise cease to be a **child**, will continue to be an eligible **child** under the policy.

A **child** is considered incapacitated if, due to a mental or physical disability, he is incapable of supporting himself or engaging in any substantially gainful activity, and is dependent on **you** for financial support, maintenance and care, within the terms of the Income Tax Act.

We may require written proof of the **child's** condition as often as may reasonably be necessary.

**Commercial aircraft** means a certified passenger aircraft that is provided by a commercial airline, operated by a properly certified pilot, and travelling on a regularly scheduled or chartered flight.

**Disability and disabled** means that, as a result of **sickness or injury**, **you**:

- are **limited** from performing the **material and substantial duties** of **your regular occupation**; and
- have a 20% or more loss in **your indexed monthly earnings** as defined under the Long Term Disability portion of the policy due to the same **sickness or injury**; and
- during the Waiver of Premium Elimination Period as shown in the Group Accidental Death and Dismemberment Benefit Summary, are unable to perform any of the **material and substantial duties** of **your regular occupation**.

After 24 months of Waiver of Premium, **disability** and **disabled** means that due to the same **sickness or injury** you cannot perform any **gainful occupation** for which **you** are reasonably fitted by training, education or experience.

**You** must be under **appropriate care** in order to be considered **disabled**. **Your disability** must commence while **you** are insured under the policy.

The unavailability of employment in an occupation does not, in itself, constitute **disability**.

The loss of a professional or occupational licence or certification does not, in itself, constitute **disability**.

**Experimental or investigational medical procedures** means any procedures not approved or not broadly accepted and recognized by the Canadian medical profession, as an effective, appropriate and essential form of treatment according to Canadian medical standards.

**Full-time student** means a student with a full course load as defined by the **Institute of higher learning**.

**Gainful occupation** has the meaning as set out in SPECIFIC GROUP LTD DEFINITIONS, if Group LTD insurance is provided under the policy.

If Group LTD Insurance is not provided under this policy, means an occupation that provides or can be expected to provide **you** with an income that exceeds 60% of **your annual earnings** within 12 months of **your** return to work.

**Hospital** means an institution licensed as a hospital, which is open at all times for the care and treatment of sick or injured persons, with organized facilities for diagnosis, major surgery and with 24-hour nursing services. Hospital will not include a facility or part of a facility primarily used for the aged, the treatment of drug addiction or alcoholism, rehabilitative care, custodial or educational care, or a rest home, nursing home, or convalescent hospital.

**Injury** means a bodily injury that is the direct result of an accident and not related to any other cause.

**Institute of higher learning** means any institute of higher learning above the 12<sup>th</sup> grade level and includes any university, CEGEP (Collège d'enseignement général et professionnel), trade school or college, as defined where **you** reside.

**Intoxicated** means **your** blood alcohol level equals or exceeds .08.

**Licensed day care facility** means a facility which is operated according to laws and regulations applicable to day care facilities, and which provides care and supervision for **children** in a group setting on a regular basis. Day care facility will include neither a hospital, the **child's** home, care provided during school hours while a **child** is attending grades 1 through 12 nor any other day care facility which does not charge a fee for services rendered.

**We** will not recognize **you** or **your spouse, children**, parents or siblings as part of such a facility unless they are hired by or own and operate such a facility.

**Limited** means what **you** cannot or are unable to do.

**Material and substantial duties** means duties that:

- are normally required for the performance of **your regular occupation**; and
- cannot be reasonably omitted or modified, except that if **you** are required to work on average in excess of 40 hours per week, **we** will consider **you** able to perform that requirement if **you** are working or have the capacity to work 40 hours per week.

**Member of the immediate family** means **your spouse**, parents, grandparents, **children** over age 18, brother or sister.

**Motorized vehicle** means any land, water or air conveyance which is moved or operated by means other than muscular power.

**No-evidence maximum** means the amount of insurance **you** may obtain without providing **evidence of insurability**. The **no-evidence maximum**, until further written notice, is shown in the GROUP ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) - BENEFIT SUMMARY. On any Policy Anniversary the Company may establish a new **no-evidence maximum**.

**Previous group policy** means a policy of group insurance issued to the **employer** by another insurance company or by the Company which provided group basic term life insurance to the same group, or part of the group, insured under the policy, and which terminated less than 31 days before this policy became effective.

**Principal sum** means the amount which applies to **you** under the Group Accidental Death and Dismemberment (AD&D) BENEFIT SUMMARY at the time of the **accidental injury**.

**Private passenger car** means a validly registered four-wheel private passenger car (including **employer-owned** cars), station wagons, jeeps, pick-up trucks and vans that are used only as private passenger cars.

**Reasonable and customary expenses** means reasonable and customary charges made by the provider of care, treatment, services or supplies to **you**. Such charges will be considered reasonable and customary if they do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charge is incurred, when furnishing comparable treatments, services or supplies for a similar injury, or condition.

**Recurrent disability** means a period of **disability** which is:

- caused by a worsening in **your** condition(s); and
- due to the same condition(s) as **your** prior period of **disability** for which premiums were waived.

**Regular care and attendance** means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the confinement.

**Regular occupation** means the occupation **you** are routinely performing when **your disability** begins. **We** will look at **your** occupation as it is normally performed in Canada, instead of how the work tasks are performed for a specific **employer** or at a specific location.

**Retirement date** means the first of the following to occur:

- the effective date of **your** retirement benefits under:
  - any plan of a federal, a provincial, a municipal or an association retirement system for which **you** are eligible as a result of employment with **your employer**;
  - any plan **your employer** sponsors; or
  - any plan for which **your employer**:
    - makes contributions; or
    - has made contributions.

or

- the effective date of **your** retirement benefits under the Canada Pension Plan/Quebec Pension Plan or any similar plan or act.

But if **you** are in **active employment** and receiving retirement benefits under the Canada Pension Plan/Quebec Pension Plan or any similar plan or act **you** will not be considered retired.

**Seat belt** means those belts that form a restraint system and includes infant and **child** restraint systems when properly used with a seat belt.

**Sickness** means any sickness, illness, disease, internal pathological process or physical or mental infirmity.

## Beneficiary

### Designating

**Your beneficiary** will be as designated by **you**, subject to applicable law. If no **beneficiary** has been designated, payment will be made to **your** estate. If a designated **beneficiary** disclaims his right to receive insurance money or is disentitled by law to receive insurance money and there is no other designated **beneficiary**, payment will be made to **your** estate.

**You** may designate a **beneficiary** in writing, on a form acceptable to **us** that is signed by **you**. The **beneficiary** designation must be signed by **you** and filed with **your employer**. The **beneficiary** designation will take effect on the date it is filed with **your employer**.

**NOTE:** If **your employer** has requested, **we** will maintain **your** current **beneficiary** designations as specified on the prior carrier's enrollment cards at the time the policy was transferred.

The **beneficiary** designation listed on **your** prior carrier's enrollment card will be used by **us** in order to pay benefits under the policy unless **you** specifically request a change of **beneficiary** under the policy.

It is strongly suggested that **you** review the existing designation to ensure it reflects **your** current intentions.

### Changing or revoking a beneficiary

**You** may change or revoke a **beneficiary** designation, in writing, on a form acceptable to **us**. The change to or revocation of the **beneficiary** designation must be signed by **you** and filed with **your employer**. The change to or revocation of the **beneficiary** designation will take effect on the date it is filed with **your employer**. **We** may pay insurance money in accordance with the **beneficiary** designation that **your employer** provides to **us**. If **we** pay insurance money before receiving a change to or revocation of the **beneficiary** designation, **we** shall be fully discharged for the amount of insurance money paid in accordance with the previous **beneficiary** designation.

The consent of the **beneficiary** will not be required to change any **beneficiary** unless the **beneficiary** is an irrevocable **beneficiary**, as defined by provincial law.

### Payment to a beneficiary

If more than one **beneficiary** is designated on the same form and **you** do not designate their order of rights, the **beneficiaries** will share equally.

If more than one **beneficiary** is designated on the same form and a **beneficiary** predeceases **you**, then unless the **beneficiary** designation states otherwise, the share of a deceased **beneficiary** will be paid to the surviving **beneficiary**, or, if more than one, to the surviving **beneficiaries** in equal shares.

If any **beneficiary** is a minor and there is no other person capable of giving proper discharge, **we** reserve the right to pay the death payment to the relevant provincial trustee for the benefit of the minor or to a legal representative of the minor **beneficiary** living in another jurisdiction. If **we** pay benefits in good faith to such person or trustee, **we** will be fully discharged to the extent of the payment.

Any other AD&D insurance money (other than for loss of life) which remains payable after **your** death, will be paid to **your** estate, unless the benefit is payable to another individual as specified in the policy.

In the event of the simultaneous death of **you** and the named **beneficiary**, the death benefit will be paid as if the **beneficiary** predeceased **you**.

### Payment Of Discretionary Amounts

If the person to whom any amount of insurance is payable is not able to give a valid discharge, **we** may pay up to \$10,000 (subject to the maximum applicable amount of insurance) to any person or institution **we** consider appropriate, such as but not limited to, a living relative of that person or any person or institution incurring expenses for the care or maintenance of that person. As long as this payment is made in good faith, **we** will be fully discharged to the extent of the payment.

### Medical Examinations and Autopsy

At **our** own expense and discretion, **we** will have the right and opportunity to have an **insured**, whose claim is pending, examined by a **physician** of its choice. This right may be used as often as reasonably required.

**We** will also have the right and opportunity, in case of death, to request an autopsy where not prohibited by law.

### Continuity of Coverage

If **you** are employed by **your employer** and are not in **active employment** on the Policy Effective Date due to **sickness** or **injury**, **you** are still eligible to be enrolled for Group Accidental Death and Dismemberment Insurance under the policy if:

- **you** were properly insured for accidental death and dismemberment insurance under a **previous group policy** when that **previous group policy** terminated;
- **your** insurance under that **previous group policy** terminated solely because of the termination of that **previous group policy**; and
- **you** would be otherwise eligible under this policy if **you** were in **active employment**.

### Continuity of Coverage Limitation

Premiums must be paid if **you** are enrolled under this Continuity of Coverage provision, and premiums will not be waived during:

- any period of **disability** which commenced prior to the Policy Effective Date; or
- any periods of **disability**, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the **previous group policy**.

Subject to a change in Quebec law, premiums must be paid for a person who is resident in the province of Quebec and who is enrolled under this Continuity of Coverage provision, and premiums will not be waived during:

- any period of **disability** which commenced prior to the Policy Effective Date, unless the **disability** was not reported to the insurer of the **previous group policy** until more than 180 days after the Policy Effective Date; or
- any periods of **disability**, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the **previous group policy**, unless the person has been in **active employment** under this policy for at least 30 days.

No amount will be payable under this policy for a death if the death occurs while premiums are being waived under, or should have been waived under, the **previous group policy**.

## Waiver Of Premium

If **you** become **disabled** (while insured under the policy) before retirement or age 65, whichever is earlier, **we** will continue **your** AD&D insurance as long as **you** remain **disabled**. This continued AD&D insurance is subject to the terms of the policy which were in effect on the date **you** became **disabled**, including reductions and terminations.

**Disability** must be continuous for an uninterrupted period equal to the Waiver of Premium Elimination Period as shown in the Group Accidental Death & Dismemberment (AD&D) Benefit Summary. Premiums payments must continue during this period.

Once **your** Waiver of Premium claim is approved, this insurance will continue without payment of premiums until the earliest of the following:

- the date **you** turn 65;
- the date **you** cease to be **disabled** as defined;
- the date **you** retire;
- the date the policy or benefit terminates (the policy in its entirety, or just the AD&D benefit itself);
- the date **you** fail to give **us** proof of **your** continued **disability**; or
- the date **you** refuse to be examined as required.

## Recurrent Disability within 180 days

If, after a period of **disability** for which premiums have been waived, and **you** experience a **recurrent disability**, the Company will treat this **recurrent disability** as a continuation of **your** previous period of **disability** and a new Waiver of Premium Elimination Period will not have to be completed if:

- **you** return to continuous **active employment** for the period between the last date for which premiums were waived under **your** prior claim and the commencement of the **recurrent disability**
- **you** were continuously insured between the last date for which premiums were waived under **your** prior claim and the commencement of the **recurrent disability**;
- **your recurrent disability** commences within 180 days from the last date for which premiums were waived under **your** prior claim.

## Recurrent Disability if more Than 180 days

**Your recurrent disability** will not be considered to be a continuation of a prior period of **disability** if the **recurrent disability** commences more than 180 days after the last date for which premiums were waived under **your** prior claim. In such case, the **recurrent disability** will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the Waiver of Premium Elimination Period, in force at the commencement of the new claim.

If **your recurrent disability** is considered to be a continuation of a prior period of **disability**, **your recurrent disability** will be subject to the same policy terms as **your** prior claim. The commencement date of the **recurrent disability** will be deemed to be the original date of **disability** from the prior period(s) of **disability**

## Schedule Of Specific Losses

If as a direct result of an **accidental injury** and within 365 days after the date of such **accidental injury**, **you** suffer any of the following specific covered losses, **we** will pay the percentage of the **principal sum** set opposite such loss. The amount of the **principal sum** applicable to **you** is as shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary. Only one (the larger) of such percentages will be paid if more than one specific covered loss results from the same **accidental injury**.

<u>For Loss of:</u>	<u>Percentage of Principal Sum</u>
Life	100%
Both <b>hands</b> or both <b>feet</b>	100%
<b>Sight</b> of both eyes	100%
One <b>hand</b> and one <b>foot</b>	100%
One <b>hand</b> and <b>sight</b> of one eye	100%
One <b>foot</b> and <b>sight</b> of one eye	100%
<b>Speech</b> and <b>hearing</b> in both ears	100%
One <b>leg</b> or one <b>arm</b>	75%
Either <b>hand</b> or <b>foot</b>	66 2/3%
<b>Speech</b> or <b>hearing</b> in both ears	66 2/3%
<b>Sight</b> of one eye	66 2/3%
<b>Thumb</b> and index <b>finger</b>	33 1/3%
Four <b>fingers</b> of the same hand	33 1/3%
<b>Hearing</b> in one ear	16 2/3%
All <b>toes</b> of one foot	12 1/2%
<u>For Paralysis of:</u>	
All four limbs (Quadriplegia)	200%
Both lower limbs (Paraplegia)	200%
One <b>arm</b> and one <b>leg</b> on the same side of the body (Hemiplegia)	200%
<u>For Loss of Use of:</u>	
Both <b>hands</b> or <b>arms</b>	100%
One <b>arm</b> or one leg	75%
One <b>hand</b> or one <b>foot</b>	66 2/3%

Loss means, with respect to:

**hands and feet:** Actual complete severance through or above the wrist or ankle joint.

**eyes:** Entire loss of sight that cannot be corrected. The corrected visual acuity in the affected eye must be worse than 20/200 or the field of vision must be less than 20 degrees.

**leg or arm:** Actual complete severance through or above the knee or elbow joint.

**thumb and fingers:** Actual complete severance through or above the metacarpophalangeal joints.

**speech:** Entire and irrecoverable loss of speech.

**hearing:** Entire and irrecoverable loss of hearing. The auditory threshold in the affected ear must be more than 90 decibels.

**toes:** Actual complete severance through or above the metatarsophalangeal joints.

**paralysis:** Complete, permanent and irreversible loss of all muscle power due to nerve damage.

**Loss of Use** means: Total and irrecoverable loss of use due to nerve damage. The loss of use must be continuous for 12 consecutive months after which the benefit for Loss of Use is payable, provided such nerve damage is permanent.

### **Day Care Expense Benefit**

If an **accidental injury** sustained by **you** results in loss of life within 365 days of the date of the **accidental injury** and results in **our** making a payment under the Schedule of Specific Losses, **we** will also pay a Day Care Expense Benefit for each eligible **child**.

A **child** is eligible for this benefit until he turns 12 and is enrolled in a **licensed day care facility** within 90 continuous days from the date of the **accidental injury**. Proof of annual enrolment may be required.

Payment will be as shown in the Group Accidental Death and Dismemberment (AD&D) BENEFIT SUMMARY.

If, at the time of loss of life, **you** have no **dependent children** eligible for the Day Care Expense Benefit, **we** will pay a \$1,000 additional benefit to **your** estate.

### **Education Benefit**

If an **accidental injury** sustained by **you** results in loss of life within 365 days of the date of the **accidental injury** and results in **our** making a payment under the Schedule of Specific Losses, **we** will also pay an Education Benefit to an eligible **dependent child**.

An eligible **dependent child** is eligible for the Education Benefit if:

- he, at the time of the **accidental injury**, is enrolled as a **full-time student** in any **institution of higher learning**;
- or
- he is in the 12<sup>th</sup> grade level and enrolls within 365 days of the accident as a **full-time student** in an **institute of higher learning**.

Payment will be as shown in the Group Accidental Death and Dismemberment (AD&D) BENEFIT SUMMARY.

The first payment will be made when:

- the benefit for loss of life becomes payable; and
- **we** have received written proof that the **dependent child** is attending an **institute of higher learning** as a **full-time student**.

Future payments will be made for each following school year on the date **we** receive written proof that the **dependent child** is attending an **institute of higher learning** as a **full-time student**.

If, at the time of loss of life, **you** have **children** but none of the **children** are eligible for the Education Benefit, **we** will pay a lump sum of \$1,000 additional benefit to **your** estate.

### Exposure And Disappearance Benefit:

The Company will cover a loss as specified in the Schedule of Specific Losses that is the result of unavoidable exposure to the elements, to the extent of the benefits insured by the policy.

Subject to the terms of this policy, the Company will presume **your** accidental loss of life and will pay the **principal sum** if **your** body has not been found within 1 year after having been involved in the disappearance, sinking or wrecking of a vehicle in which **you** were an occupant at the time of the accident.

### Family Transportation Benefit:

If an **accidental injury** sustained by **you** results in **our** making a payment under the Schedule of Specific Losses, **we** will also pay a family transportation benefit if that **accidental injury** requires **you** to be confined as an in-patient in a **hospital** which is more than 150 kilometres from **your** normal residence. This benefit will provide reimbursement for the expenses incurred by a **member of the immediate family** for transportation to the **hospital**. In order for this benefit to be payable, **you** must be under the **regular care and attendance** of a **physician** and that **physician** must recommend the personal attendance of a **member of the immediate family**. The immediate family member must actually incur the expenses. The amount of the expenses will be limited to the cost of a licenced common carrier travelling the most direct route to the **hospital**. The maximum amount that will be reimbursed is shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary.

Payment will not be made for ordinary living, travelling or clothing expenses. If transportation occurs in a vehicle or device other than one operated under a licence for the conveyance of passengers for hire, then reimbursement of transportation expenses will be limited (subject to submission of proof of expenses incurred) to a maximum of \$0.30 per kilometre travelled.

### Funeral Expense Benefit:

If an **accidental injury** sustained by **you** results in loss of life and results in **our** making a payment under the Schedule of Specific Losses, **we** will also pay up to the amount shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home, related to the burial or cremation of **your** body and charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains thereof, including any markers or monuments. Payment will only be made if the expenses are actually incurred as a result of an **accidental injury** and at the time of **your** death, and will not include any charges for preparation of the remains for travel if they are reimbursed under the Repatriation/Identification Benefit.

### Home Alteration And Vehicle Modification Benefit:

When **you** receive a payment under the Schedule of Specific Losses, and are subsequently required (due to the cause for which payment under the Schedule of Specific Losses was made) to use a wheelchair to be ambulatory, then **we** will reimburse **you**, upon presentation of proof of payment for:

- the one-time cost of alterations to **your** residence to make it wheelchair accessible and habitable; and
- the one-time cost of modifications necessary to a motor vehicle, owned by **you**, to make the vehicle accessible for or driveable by **you**.

Benefit payments will not be paid unless:

- home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization providing support and assistance to wheelchair users; and
- vehicle modifications are carried out by a person or persons with experience in such matters and such modifications are subsequently approved by the vehicle licencing authorities in the province where **you** reside.

The maximum payable for both home alterations and vehicle modifications combined will not exceed the maximum amount shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary.

### In-Hospital Indemnity Benefit:

If a covered **accidental injury** requires that **you** be **hospital** confined for more than 7 consecutive days, we will pay for each day of continuous **hospital** confinement:

- a monthly benefit of 1% of **your** applicable **principal sum**; or
- for periods of less than 1 month, 1/30 of the above monthly benefit per day.

Benefits are retroactive to the 1<sup>st</sup> day of **hospital** confinement.

This benefit is limited to:

- a monthly amount not to exceed \$1,000; and
- a total of 12 months for any covered **accidental injury**.

The maximum amount payable will be as shown in the Group Accidental Death and Dismemberment (AD&D) BENEFIT SUMMARY.

Successive periods of **hospital** confinement for loss from the same covered **accidental injury** separated by a period of less than 3 months will be considered as 1 period of **hospital** confinement. Total combined successive periods of **hospital** confinement for loss from the same covered **accidental injury** will not exceed 12 months.

### Rehabilitative Physical Therapy Benefit:

When an **accidental injury** to **you** results in **our** making a payment under the Schedule of Specific Losses (other than for loss of life), **we** will also reimburse **you** for the **reasonable and customary** expenses actually incurred within 3 years from the date of the **accidental injury** for rehabilitative physical therapy as prescribed by **your physician**.

The maximum amount payable will be as shown in the Group Accidental Death and Dismemberment (AD&D) BENEFIT SUMMARY.

No payment will be made for ordinary living, travelling or clothing expenses.

### Repatriation And Identification Benefit:

If an **accidental injury** causes **your** loss of life and results in **our** making a payment under the Schedule of Specific Losses, **we** will also pay, up to the amount shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary for the identification, preparation and transportation of **your** body to **your** principal city of residence.

### Seat Belt And Air Bag Benefit:

#### For Seat Belt:

When an **accidental injury** to **you** results in the Company making a payment under the Schedule of Specific Losses, the benefit amount payable will be increased by 10% of **your principal sum**, provided that:

- such loss occurs while **you** are a passenger or driver of a **private passenger car**;
- **you** were wearing a properly fastened **seat belt**; and
- verification of the actual use of the **seat belt** is part of the official report of the accident or certified by the investigating officer.

#### For Air Bag:

When an **accidental injury** to **you** results in **our** making a payment under the Schedule of Specific Losses, the benefit amount payable will be increased by the amount shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary, provided that:

- such loss occurs while **you** are a passenger or driver of a **private passenger car** equipped with either a single air bag, air bags for both the driver and the front passenger seats, or air bags for the driver, front passenger and rear passenger seats; and

- the **seat belt** is in actual use and properly fastened at the time of the accident.

#### For Seat Belt and Air Bag:

The driver of the vehicle must hold a current and valid driver's licence of a rating authorizing him to operate such vehicle and neither be **intoxicated** nor under the influence of drugs, unless such drugs are taken as prescribed by a physician, at the time of the accident. "Under the influence of drugs" is as defined by the local jurisdiction where the accident occurs.

#### Spousal Retraining Benefit:

When an **accidental injury** to **you** results in **our** making a payment under the Schedule of Specific Losses, **we** will also reimburse **your spouse** for the expenses actually incurred by **your spouse**, within 3 years from the date of the **accidental injury**, for a formal occupational training program. The formal occupational training program must be designed to qualify **your spouse** to gain **active employment** in an occupation for which he would otherwise not have had sufficient qualifications and it must be mutually agreed upon and preapproved by **us**. The maximum amount that **we** will reimburse is shown in the Group Accidental Death and Dismemberment (AD&D) Benefit Summary.

#### General AD&D Limitations and Exclusions:

This Accidental Death and Dismemberment insurance does not insure any loss which results directly or indirectly from, or is in any manner or degree associated with or occasioned by:

- **your** intentionally self-inflicted injury or asphyxiation;
- **your** asphyxiation or self-inflicted injury, whether intentional or unintentional, sustained while **you**:
  - have a blood alcohol level of .08 or higher; or
  - are under the influence of any poison, fume or other chemical substance or any prescription or non-prescription drug, unless used according to the prescription or direction of **your physician**;
- war, declared or undeclared, or any act of war;
- **your** active participation in a riot;
- **your** attempt to commit or commission of a **crime**, whether or not **you** have been charged;
- any injury sustained by **you** while **you** were driving, using or operating any **motorized vehicle** while **you**:
  - have a blood alcohol level of .08 or higher; or
  - are under the influence of any poison, fume or other chemical substance or any prescription or non-prescription drug, unless used according to the prescription or direction of **your physician**;
- **your** voluntary use, inhalation or ingestion of any poison, fume or other chemical substance or any prescription or non-prescription medication, unless used according to the prescription or direction of **your physician**;
- any **experimental or investigational procedures**;
- plastic surgery and cosmetic procedures, such as but not limited to injections and laser treatments, unless performed by or under the supervision of a **physician**;
- an infection (except a pyogenic infection arising from an **accidental injury**);
- any **sickness** or treatment of **sickness**;
- any injury sustained by **you** while **you** are serving on full-time active duty in the armed forces of any country or international authority (any premium paid to be returned by **us** pro-rata for any such period of full-time active duty);
- any injury sustained while **you** are flying or traveling in (including boarding and alighting from) any kind of flying device (including aeroplanes, ultra-light aeroplanes and hot air balloons), other than as a fare-paying passenger on a **commercial aircraft**.

**We** will not pay a benefit for a loss during any period which **you** are lawfully incarcerated, confined or imprisoned.

**NOTE:** Other Exclusions or Limitations may be applicable as specified under each individual additional benefit provision.

## ***GROUP SHORT TERM DISABILITY (STD) INSURANCE BENEFIT***

If **you** become **disabled** while **you** are insured under the policy, and remains continuously **disabled** through the **elimination period**, **we** will commence and continue to make **weekly payments** as indicated in Payment Of STD Benefits.

### **Benefit Specific Definitions:**

The following definitions are applicable to this benefit in addition to certain definitions under the GENERAL DEFINITIONS section of this booklet.

**Appropriate care** means:

- **you** personally visit a **physician** as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat **your** disabling condition(s); and
- **you** are receiving and complying with the most appropriate treatment and care, which conforms with generally accepted medical standards, for **your** disabling condition(s) by a **physician** whose specialty and experience is the most appropriate for the disabling condition(s) according to generally accepted medical standards.

**Appropriate care** must not be limited solely to examinations or testing. Where, according to generally accepted medical standards, the appropriate form of treatment for **your** disabling condition(s) is surgery, hospitalization, in-patient treatment, hospital day treatment, or individual or group addiction support therapy, **you** must comply with such form of treatment.

**Benefit offsets** mean benefits or payments from the sources listed as Benefit Offsets in the policy. As indicated in the Weekly Payment Calculation in the Group Short Term Disability (STD) BENEFIT SUMMARY, **we** will subtract these other benefits or payments in order to determine **your weekly payment**.

**Complications of pregnancy** means that part of **your** pregnancy during which abnormal conditions or concurrent disease significantly affect the pregnancy's usual medical management. A complication may exist during the pregnancy, during the delivery, or after the delivery.

### **(Residual Disability)**

**Disability** and **disabled** means **you**:

- are **limited** from performing the **material and substantial duties** of **your regular occupation** due to **your sickness or injury**; and
- have a 20% or more loss in **weekly earnings** due to the same **sickness or injury**.

**You** must be under **appropriate care** in order to be considered **disabled**. **Your disability** must commence while **you** are insured under the policy.

The unavailability of employment in an occupation does not, in itself, constitute **disability**.

The loss of a professional or occupational licence or certification does not, in itself, constitute **disability**.

**Disability earnings** means the earnings which **you** receive while **you** are **disabled** and working, plus the earnings **you** could receive if **you** were working to **your maximum capacity**.

**Elimination period** means a period of continuous **disability** which must be completed before **you** are eligible to receive benefits from **us**.

If **you** are temporarily outside of Canada and the United States of America when **you** become **disabled**, **your elimination period** will begin and continue to accrue, however benefits (if any) will not become payable until **you** return to Canada and have provided proof satisfactory to **us**, unless:

- **you** are outside Canada to obtain medical treatment that is not offered or immediately available in a hospital, medical clinic, or equivalent health institution in Canada; or
- **you** are unable to return to Canada for medical reasons.

**Gross weekly benefit** means the weekly amount as determined by the Weekly Payment Calculation in the GROUP SHORT TERM DISABILITY (STD) BENEFIT SUMMARY, before **benefit offsets** are subtracted. This is the amount against which premiums for **you** are calculated.

**Injury** means a bodily injury that is the direct result of an accident and not related to any other cause. **Disability** must begin within 90 days after the date the **injury** is sustained. **Disability** due to an **injury** which commences more than 90 days after the date the **injury** is sustained will be treated as a **sickness**.

**Limited** means what **you** cannot or are unable to do.

**Material and substantial duties** means duties that:

- are normally required for the performance of **your regular occupation**; and
- cannot be reasonably omitted or modified, except that if **you** are required to work on average in excess of 40 hours per week, **we** will consider **you** able to perform that requirement if **you** are working or have the capacity to work 40 hours per week.

**Maximum capacity** means, based on **your** restrictions and limitations the greatest extent of work **you** are able to do in **your regular occupation**.

**Maximum period of payment** means the longest period of time the Company will make payments to **you** for any one period of **disability**.

**Part-time basis** means the ability to work and earn between 20% and 80% of **your weekly earnings**.

**Pre-tax** means prior to any deductions required by law.

**Post-tax** means after any deductions required by law. Such deductions will be limited to federal and provincial income tax (calculated using Basic Personal Exemption only).

**Recurrent disability** means a period of **disability** which is:

- caused by a worsening in **your** condition(s); and
- due to the same condition(s) as **your** prior period of **disability** for which a benefit was paid.

**Regular occupation** means the occupation **you** are routinely performing when **your disability** begins. **We** will look at **your** occupation as it is normally performed in Canada, instead of how the work tasks are performed for a specific **employer** or at a specific location.

**Rehabilitation and return to work assistance program** means a formal plan that is developed by **us** or **our** agent to assist **you** in the assessment of return to work potential and in returning to work. Such program may include the following services and benefits:

- medical investigation and/or treatment;
- physical rehabilitation;
- psychiatric and/or psychological rehabilitation;
- coordination with **your employer** to assist **your** return to work;
- adaptive equipment or job accommodations to allow **your** return to work;
- vocational evaluation to determine how **your disability** may impact on other employment options for **you**;
- job placement services;

- resume preparation;
- job seeking skills training;
- education and retraining expenses for a new occupation; or
- other services/activities not described above that can support the formal plan.

We shall determine, at our sole discretion, whether you are eligible for such program. If we determine that you are eligible to participate in such program, you must participate in order to continue to receive **weekly payments**.

**Retirement plan** means a defined contribution plan or a defined benefit plan. These are plans which provide retirement benefits to you and are not funded entirely by **employee** contributions.

**Sickness** means an illness or disease, or a medical condition resulting from pregnancy.

**Weekly earnings** or "pre-tax weekly earnings" means the average weekly rate of pay, before deductions for federal and provincial taxes, received by the **employee** from the **employer** just prior to the date of **disability**. It includes regularly received bonuses and commissions, but not sporadic overtime pay, or any other extra compensation. For the purposes of this benefit, earnings are the normal insurable earnings pursuant to the Employment Insurance Act of Canada (as amended from time to time).

Regularly received commissions and bonuses will be averaged for the lesser of:

1. the 52 week period of employment just prior to the date of **disability**; or
2. the period of actual employment with the **employer**.

"Post-tax weekly earnings" means the average weekly rate of pay as defined above, less federal and provincial taxes.

If the **weekly payment** payable under this policy is less than the benefit that would have been paid under the Employment Insurance Act of Canada (as amended from time to time), the **employee's** weekly earnings for the **weekly payment** calculation provided under this policy will be adjusted to correspond to the insurable earnings as defined in the Employment Insurance Act of Canada (as amended from time to time).

For the purposes of any benefit calculation, **weekly earnings** will not be more than the amount of **weekly earnings** for which premiums have been paid.

**Weekly payment** means the weekly amount to be paid to you, as determined by the Weekly Payment Calculation in the Group Short Term Disability (STD) Benefit Summary, after any **benefit offsets** have been subtracted but before any reduction for **disability earnings**.

#### **No STD Beneficiary Designation Allowed**

No **beneficiary** designation for the Group Short Term Disability insurance under the policy shall be valid. You do not have the right to name a **beneficiary** for any amount of Short Term Disability insurance money payable under the policy.

#### **Waiver of Premium**

If we have issued Group Long Term Disability Insurance to your employer, then premium payments for your Short Term Disability Insurance will also be waived once you are approved for Waiver of Premium under the Group Long Term Disability Insurance.

If **you** cease to qualify for Waiver of Premium under the Group Long Term Disability Insurance, premium payments for **your** Short Term Disability Insurance must be resumed immediately. Any Waiver of Premium for **your** Short Term Disability Insurance will automatically end when **you** turn 65.

If **we** have not issued Group Long Term Disability Insurance to **your employer**, then premium payments for **your** Short Term Disability Insurance must continue.

### Completing the Elimination Period

**You** must be continuously **disabled** through the **elimination period** shown under the Group Short Term Disability (STD) Benefit Summary.

The **elimination period** can be completed while **you** are **disabled** and working.

### Payment of STD Benefits

#### Disabled and Not Working

For each week after the **elimination period** that **you** continue to be **disabled** and unable to work on a **part-time basis**, **we** will send **you** the **weekly payment**.

#### Disabled and Working

If, after completing the **elimination period**, **you** are **disabled** and working, **we** will send **you** the **weekly payment** if **you** are **disabled** and, due to the same **sickness** or **injury**, **your** weekly **disability earnings** are less than 20% of **your** weekly earnings.

If, after completing the **elimination period**, **you** are **disabled** and, due to **your** continuing **sickness** or **injury**, **your** weekly **disability earnings** are between 20% through 80% of **your** weekly earnings **we** will calculate **your** weekly **payment** as follows:

1. Subtract **your disability earnings** from **your weekly earnings**.
2. Divide the answer in item 1 by **your weekly earnings**. This is **your** percentage of lost earnings.
3. Multiple **your weekly payment** by the answer in item 2.

This is the amount **we** will pay **you** each week.

If **your** weekly **disability earnings** exceed 80% of **your** weekly earnings, **we** will stop sending **you** weekly **payments** and **your** claim will end.

**We** may require **you** to send proof of **your disability earnings** weekly. **We** will adjust **your** weekly **payment** based on **your** weekly **disability earnings**.

As part of **your** proof of **disability earnings**, **we** can require that **you** send appropriate financial records which **we** believe are necessary to substantiate **your** income.

### Fluctuation in Disability Earnings

If **your** **disability earnings** routinely fluctuate widely from week to week, **we** may average **your** **disability earnings** over the most recent 3 weeks to determine if **your** claim should continue.

**We** will not pay **you** for any week during which **disability earnings** exceed 80% of **weekly earnings**.

If **we** average **your** **disability earnings**, **we** will not terminate **your** claim unless the average of **your** **disability earnings** from the most recent 3 weeks exceeds 80% of **weekly earnings**.

## Weekly Payments – Frequency and Rate

We will send **you** a payment weekly.

After the **elimination period**, if **you** are **disabled** for less than 1 week, **we** will send **you** 1/7<sup>th</sup> of **your weekly payment** for each day of **disability**.

## Third Party Claims

**We** may require **you** to provide a written statement of the circumstances that caused **your disability**, including any facts that may give **you** a legal claim against another person, organization or company that caused the **disability** (a "Third Party").

**You** must provide to **us** prompt notice of any legal action that **you** commence against a Third Party due to the circumstances that caused **your disability** (a "Personal Injury Action"). Once **you** have commenced a Personal Injury Action **you** must:

- execute **our** Personal Injury Reimbursement Agreement and Direction;
- provide **us** with the name and address of any lawyer pursuing the Personal Injury Action on behalf of **you**;
- instruct any such lawyer to pursue with due diligence **your** claims against the Third Party, including claims for non-pecuniary general damages, damages for past loss of income and damages for future loss of income; and
- direct, authorize and instruct any such lawyer to provide to **us**, free of charge:
  - such reports as **we** may reasonably require from time to time on the status of the Personal Injury Action or any settlement negotiations;
  - copies of any documents in **your** possession or control relating to **your** claims against the Third Party; and
  - prompt notice of the terms of settlement or judgment in the Personal Injury Action so that **we** can calculate **your** Net Recovery.

**Your** Net Recovery is an amount equal to the total of all damages recovered from the Third Party (including but not limited to damages for loss of income to the date of the settlement or judgment, damages for future loss of income, all non-pecuniary general damages, interest and legal costs), minus **your** legal costs incurred to obtain such damages.

50% of **your** Net Recovery shall be designated as **our** Credit. **You** shall immediately pay to **us** an amount equal to the lesser of **our** Credit and the sum of all **weekly payments** paid or payable to **you** prior to the date of the settlement or judgment.

**We** have the right to withhold or discontinue **weekly payments** if **you** refuse to sign **our** Personal Injury Reimbursement Agreement and Direction.

## Benefit Offsets:

The following gross amounts of benefits or payments are direct **benefit offsets**:

1. The amount that **you** receive or are entitled to receive under any Worker's Compensation Act or similar legislation.
2. The amount that **you** receive or are entitled to receive as disability payments under the Canada Pension Plan or the Quebec Pension Plan.
3. The amount that **you** receive as retirement payments under the Canada Pension Plan or the Quebec Pension Plan.
4. The amount that **you** receive or are entitled to receive as disability payments under any automobile insurance policy or automobile accident benefit schedule (where allowed by law) that does not take income benefits payable by Employment Insurance into account when paying benefits.

Once **we** have subtracted a **benefit offset** from the **gross weekly benefit**, **we** will not further reduce the **weekly payment** due to a cost of living increase from that source.

When **we** determine that **you** may be entitled to an amount under Item 1 or 2 in the Direct Benefit Offsets section, **we** may estimate the amount of **your** entitlement to such **benefit offset**. If **you** are 65 or older, the Company may estimate the amount of **your** entitlement under item 3 in the Direct Benefit Offsets section. The Company reserves the right to deduct the estimated amount by including it in the WEEKLY PAYMENT CALCULATION when determining **your weekly payment**.

**We** may apply the estimated amount to determine **your weekly payment**, as indicated in the Group Short Term Disability (STD) Benefit Summary if such benefits or payments:

- have not been awarded; and
- have not been denied; or
- have not been applied for;
- have been denied and the denial is being appealed; or
- have been denied and have not been appealed.

**We** will not deduct the estimated amount when under Item 1 or 2 in the Direct Benefit Offsets section when determining **your weekly payment** if **you** apply for the **benefit offsets**, and appeal **your** denial to all levels **we** feel are necessary.

If **we** have applied the estimated amount to determine **your weekly payment**, **your weekly payment** will be adjusted when **we** receives proof:

- of the amount awarded; or
- that benefits or payments have been denied and all appeals **we** feel are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to **you**.

If **you** receive any **benefit offset** in the form of a lump sum payment, the lump sum will be pro-rated on a weekly basis over the time period for which the sum was given. If no time period is stated, **we** will use a reasonable period of time.

### When Payments Stop:

**We** will stop sending **you** payments and **your** claim will end on the earliest of the following:

- when **you** are able to work in **your regular occupation** on a **part-time basis** but **you** choose not to;
- if **you** are working and **your weekly disability earnings** exceed 80% of **your weekly earnings**, the date **your** earnings exceed 80% (subject to Fluctuation in Disability Earnings);
- the end of the **maximum period of payment**;
- the date **you** are no longer **disabled** under the policy, unless **you** are eligible to receive benefits under **our rehabilitation and return to work assistance program**;
- the date **you** fail to cooperate with or participate in a **rehabilitation and return to work assistance program**;
- the date **you** fail to attend or participate in a medical, vocational or functional assessment required by **us**;
- the date **you** fail to attend or participate in a requested interview with **our** authorized representative;
- the date **you** fail to submit proof of continuing **disability**; or
- the date **you** die.

**We** will stop sending **you** payments if **you** have been outside Canada and the United States for 60 cumulative days during any 365 consecutive day period. No further payments will be made until **you** return to Canada and provide proof of **appropriate care**. If **you** are still **disabled** on **your** return, payments may be resumed but will not be retroactive. Although not paid, any payments attributable to any period of time beyond the 60 cumulative days during any 365 consecutive day period that **you** continue to be outside of Canada will be deemed to have been paid under the meaning of **disability** and **disabled**.

This provision will not apply during the first 15 weeks of payments, if:

- **you** are outside Canada to obtain medical treatment that is not offered or immediately available in a hospital, medical clinic, or equivalent health institution in Canada; or
- **you** are unable to return to Canada for medical reasons.

#### Recurrent Disability:

If, after a period of **disability** for which **weekly payments** have been made, **you** experience a **recurrent disability**, **we** will treat this **recurrent disability** as a continuation of **your** previous period of **disability** and a new **elimination period** will not have to be completed, if:

- **you** return to continuous **active employment** for the period between the last date for which **weekly payments** were made under **your** prior claim and the commencement of the **recurrent disability**;
- **you** were continuously insured between the last date for which **weekly payments** were made under **your** prior claim and the commencement of the **recurrent disability**; and
- **your recurrent disability** commences within 14 days from the last date for which **weekly payments** were made under **your** prior claim.

**Your recurrent disability** will not be considered to be a continuation of a prior period of **disability** if the **recurrent disability** commences more than 14 days after the last date for which **weekly payments** were made under **your** prior claim. In such case, the **recurrent disability** will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the **elimination period**, in force at the commencement of the new claim.

If **your recurrent disability** is considered to be a continuation of a prior period of **disability**, **your recurrent disability** will be subject to the same policy terms as **your** prior claim. The commencement date of the **recurrent disability** will be deemed to be original date of **disability** from the prior period(s) of **disability**. Any **disability** payments will be based on **your weekly earnings** as at the original date of **disability**. **Weekly payments** will not be made for a combined period longer than the **maximum period of payment** shown under GROUP SHORT TERM DISABILITY (STD) BENEFIT SUMMARY.

#### Rehabilitation and Return to Work Assistance Benefit:

While **you** participate in a **rehabilitation and return to work assistance program**, **we** will pay an additional benefit of 10% of **your gross weekly benefit** to a maximum benefit shown under the Group Short Term Disability (STD) Benefit Summary.

**We** are under no obligation to approve or continue a **rehabilitation and return to work assistance program** for **you**. Any decision about **your** eligibility for the program or to approve or discontinue a **rehabilitation and return to work assistance program** will be made solely by **us**.

The final determination about **your** eligibility for a **rehabilitation and return to work assistance program** will be made solely by **us**. **You** must be medically able to engage in a **rehabilitation and return to work assistance program**.

In order to remain in the **rehabilitation and return to work assistance program** and to receive this benefit, **you** must **actively participate** in the program.

**Actively participate** or **actively participating** means **you** must comply with the terms and conditions of the **rehabilitation and return to work assistance program** plan written specifically for **you** by **us**.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount.

In addition, **we** will make **weekly payments** to **you** for 3 weeks following the date **your disability** ends if **we** determine **you** are no longer **disabled** while:

- **you** are **actively participating** in the **rehabilitation and return to work assistance program**; and
- **you** are not able to find employment.

This benefit payment may be paid in a lump sum.

Benefits for the **rehabilitation and return to work assistance program** will end on the earliest of the following dates:

- the date **we** determine that **you** are no longer eligible to participate in the **rehabilitation and return to work assistance program**;
- the date **we** determine that **you** are no longer **actively participating** in the **rehabilitation and return to work assistance program**; or
- any other date on which **weekly payments** would stop in accordance with the policy.

### **General STD Limitations and Exclusions:**

This policy does not insure any **disability** which results directly or indirectly from, or is in any manner or degree associated with or occasioned by:

- **your** intentionally self-inflicted injuries;
- **your** active participation in a riot, insurrection or civil commotion;
- **your** service in the armed forces of any nation;
- **your** commission of a **crime**; or
- war, declared or undeclared, or any act of war.

**We** will not pay a benefit for any period of **disability** during which **you** are working for wages or profit (other than for **disability earnings** under this benefit provision of the policy).

**We** will not pay a benefit for any period of **disability** during which **you** are lawfully incarcerated, confined or imprisoned.

**We** will not make a **weekly payment** for any period of **disability** during which **you** are on a **statutory leave, leave of absence, temporary layoff, strike or lockout**. If **your** coverage has been continued during a **statutory leave, leave of absence, temporary layoff, strike or lockout**, and **you** become **disabled** during the **statutory leave, leave of absence, temporary layoff, strike or lockout** the **weekly payment** will begin on the later of the date the **elimination period** ends or the date the **statutory leave, leave of absence, temporary layoff, strike or lockout** ends, provided **you** are still **disabled**.

If **you** are temporarily outside of Canada and the United States when **you** become **disabled**, **your elimination period** will begin and continue to accrue, however benefits (if any) will not become payable until **you** return to Canada and have provided proof of **disability** satisfactory to **us**, unless:

- **you** are outside Canada to obtain medical treatment that is not offered or immediately available in a hospital, medical clinic, or equivalent health institution in Canada; or
- **you** are unable to return to Canada for medical reasons.

## ***GROUP LONG TERM DISABILITY (LTD) INSURANCE BENEFIT***

If **you** become **disabled** while insured, and remain continuously **disabled** through the **elimination period**, we will commence and continue to make **monthly payments** as indicated in Payment Of LTD Benefits.

### **Benefit Specific Definitions**

The following definitions are applicable to this benefit in addition to certain definitions under the GENERAL DEFINITIONS section of this booklet.

**Activities of daily living** means, with respect to the **Spouse** Disability Benefit:

- Bathing - the ability to wash one's self either in the tub or shower or by sponge bath with or without equipment or adaptive devices;
- Dressing - the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn;
- Toileting - the ability to get to, from, and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing;
- Transferring - the ability to move in and out of a chair or bed with or without equipment such as but not limited to, canes, quad-canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices;
- Eating - the ability to get nourishment into the body ; and
- Continence - the ability to either:
  - voluntarily control bowel and bladder function; or
  - if incontinent, be able to maintain a reasonable level of personal hygiene.

**Appropriate care** means:

- **you** personally visit a **physician** as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat **your** disabling condition(s); and
- **you** are receiving and complying with the most appropriate treatment and care, which conforms with generally accepted medical standards, for **your** disabling condition(s) by a **physician** whose specialty and experience is the most appropriate for the disabling condition(s) according to generally accepted medical standards.

**Appropriate care** must not be limited solely to examinations or testing. Where, according to generally accepted medical standards, the appropriate form of treatment for **your** disabling condition(s) is surgery, hospitalization, in-patient treatment, hospital day treatment, or individual or group addiction support therapy, **you** must comply with such form of treatment.

**Benefit offsets** mean benefits or payments from the sources listed as Benefit Offsets in the policy. As indicated in the Monthly Payment Calculation in the Group Long Term Disability (LTD) Benefit Summary, **we** will subtract these other benefits or payments in order to determine **your monthly payment**.

**Cognitively impaired** means, with respect to the **Spouse** Disability Benefit, that the **insured** has suffered a deterioration or loss in his intellectual capacity which requires another person's assistance or verbal cueing to protect himself or others as measured by clinical evidence and standardized tests which reliably measure the **insured's** impairment in the following areas:

- short or long term memory;
- orientation as to person (such as but not limited to who the **insured** is), place (such as but not limited to the **insured's** location), and time (such as but not limited to current day, date and year); or
- deductive or abstract reasoning.

**Dependent** means, with respect to the **Dependent** Care Expense Benefit:

- **your child(ren)** under the age of 15; and
- **your child(ren)** over the age of 15 or a family member who requires personal care assistance.

### **(Residual Disability)**

**Disability** and **disabled** means **you**:

- are **limited** from performing the **material and substantial duties** of **your regular occupation** due to **your sickness or injury**; and
- have a 20% or more loss in **your indexed monthly earnings** due to the same **sickness or injury**.

After 24 months of payments, **disability** and **disabled** means that due to the same **sickness or injury**, **you** are unable to perform the duties of any **gainful occupation** for which **you** are reasonably fitted by education, training or experience.

**You** must be under **appropriate care** in order to be considered **disabled**. **Your disability** must commence while **you** are insured under the policy.

The unavailability of employment in an occupation does not, in itself, constitute **disability**.

The loss of a professional or occupational licence or certification does not, in itself, constitute **disability**.

**Disability earnings** means the earnings which **you** receive while **you** are **disabled** and working, plus the earnings **you** could receive if **you** were working to **your maximum capacity**.

**Eligible survivor** in order of entitlement means:

1. **your current spouse**, if living; or
2. **your former spouse**, if living, where long term disability benefits under **your** group insurance plan are subject to a separation agreement or a judicial order that is still in effect;
3. **your children** who are under age 26 at the time the Survivor Benefit is payable.

If more than one person meets the definition of **eligible survivor**, **we** will pay only one benefit, which will be paid in equal shares to the persons meeting the definition.

If any eligible survivor is a minor and there is no other person capable of giving proper discharge, **we** reserve the right to pay the survivor benefit to the relevant provincial trustee for the benefit of the minor or to a legal representative of the minor eligible survivor living in another jurisdiction. If **we** pay benefits in good faith to such person or trustee, **we** will be fully discharged to the extent of the payment.

**Elimination period** means a period of continuous **disability** which must be completed before **you** are eligible to receive benefits from **us**.

If **you** are temporarily outside of Canada and the United States of America when **you** become **disabled**, **your elimination period** will begin and continue to accrue, however benefits (if any) will not become payable until **you** return to Canada and have provided proof satisfactory to **us**.

**Gainful occupation** means an occupation that provides or can be expected to provide **you** with an income within 12 months of **your** return to work, that exceeds:

- 80% of **your** indexed monthly earnings, if **you** are working; or
- 60% of **your** indexed monthly earnings, if **you** are not working.

**Gross monthly benefit** means the monthly amount as determined by the Monthly Payment Calculation in the Group Long Term Disability (LTD) Benefit Summary, before **benefit offsets** are subtracted. This is the amount against which premiums for **you** are calculated.

**Indexed monthly earnings** means **your monthly earnings** adjusted after each 12-month period of **monthly payments**. **Your monthly earnings** will be adjusted by the lesser of 10% or the current percentage change in the Consumer Price Index (CPI). The annual percentage change in the CPI will be determined using the calendar month that is 3 months before the calendar month in which the adjustment date occurs. **Your indexed monthly earnings** may increase or remain the same, but will never decrease. The resulting adjustment to **your monthly earnings** will be used until the next adjustment date.

The CPI is published by Statistics Canada. **We** reserve the right to use some other similar measurement if the Government of Canada changes or stops publishing the CPI.

**Indexed post-tax monthly earnings** means **your post-tax monthly earnings** adjusted after each 12-month period of **monthly payments**. **Your post-tax monthly earnings** will be adjusted by the lesser of 10% or the current percentage change in the Consumer Price Index (CPI). The annual percentage change in the CPI will be determined using the calendar month that is 3 months before the calendar month in which the adjustment date occurs. **Your indexed post-tax monthly earnings** may increase or remain the same, but will never decrease. The resulting adjustment to **your post-tax monthly earnings** will be used until the next adjustment date.

The CPI is published by Statistics Canada. The Company reserves the right to use some other similar measurement if the Government of Canada changes or stops publishing the CPI.

**Injury** means a bodily injury that is the direct result of an accident and not related to any other cause.

**Limited** means that **your** ability is reduced.

**Material and substantial duties** means duties that:

- are normally required for the performance of **your regular occupation**; and
- cannot be reasonably omitted or modified, except that if **you** are required to work on average in excess of 40 hours per week, **we** will consider **you** able to perform that requirement if **you** are working or have the capacity to work 40 hours per week.

**Maximum capacity** means, based on **your** restrictions and limitations:

- during the first 24 months of **disability**, the greatest extent of work **you** are able to do in **your regular occupation**; and
- beyond 24 months of **disability**, the greatest extent of work **you** are able to do in any occupation, for which **you** are reasonably fitted by education, training or experience.

**Maximum period of payment** means the longest period of time **we** will make payments to **you** for any one period of **disability**.

**Monthly earnings** or "pre-tax monthly earnings" means the average monthly rate of pay, before deductions for federal and provincial taxes, received by the **employee** from the **employer** just prior to the date of **disability**. It includes bonuses and commissions, but not overtime pay, or any other extra compensation, or income received from sources other than the **employer**.

Commissions and bonuses will be averaged for the lesser of:

1. the 12 month period of employment just prior to the date of **disability**; or
2. the period of actual employment with the **employer**.

"Post-tax monthly earnings" means the average monthly rate of pay as defined above, less federal and provincial taxes.

For the purposes of any benefit calculation, **monthly earnings** will not be more than the amount of **monthly earnings** for which premiums have been paid.

**Monthly payment** means the monthly amount to be paid to **you**, as determined by the Monthly Payment Calculation in the Group Long Term Disability (LTD) Benefit Summary, after any **benefit offsets** have been subtracted but before any reduction for **disability earnings**.

**No-evidence maximum** means the amount of insurance **you** may obtain without providing **evidence of insurability**. The **no-evidence maximum**, until further written notice, is shown in the GROUP LONG TERM DISABILITY (LTD) BENEFIT SUMMARY. On any Policy Anniversary the Company may establish a new **no-evidence maximum**.

If **your gross monthly benefit** would exceed the amount of the **no-evidence maximum**, **you** must submit an **evidence of insurability** form. **You** will be covered for the **gross monthly benefit** in excess of the **no-evidence maximum** on the date the Company approves **your evidence of insurability** form. The amount of the **no-evidence maximum** and any changes to the amount of the **no-evidence maximum** will be communicated by the **employer**.

If **your gross monthly benefit** increases because of an increase to **the no-evidence maximum**, the increase to **your gross monthly benefit** may be limited by the **Pre-Existing Condition Limitation**.

**Part-time basis** means the ability to work and earn between 20% and 80% of **your indexed monthly earnings**.

**Pre-tax** means prior to any deductions required by law.

**Previous group policy** means a policy of group insurance issued to **your employer** by another insurance company or by **us** which provided long term disability coverage to the same group, or part of the group, insured under the policy, and which terminated less than 31 days before the policy became effective.

**Prudent person** means a person who, with respect to his health, seeks care from an appropriate **physician** or medical practitioner when symptoms appear, fills prescriptions written by his **physician** and takes medication as prescribed by his **physician**.

**Post-tax** means after any deductions required by law. Such deductions will be limited to federal and provincial income tax (calculated using Basic Personal Exemption only).

**Recurrent disability** means a period of disability which is:

- caused by a worsening in **your** condition(s); and
- due to the same condition(s) as **your** prior period of **disability** for which a benefit was paid.

**Regular occupation** means the occupation **you** are routinely performing when **your disability** begins. **We** will look at **your** occupation as it is normally performed in Canada, instead of how the work tasks are performed for a specific **employer** or at a specific location.

**Rehabilitation and return to work assistance program** means a formal plan that is developed by **us** or **our** agent to assist **you** in the assessment of return to work potential and in returning to work. Such program may include the following services and benefits:

- medical investigation and/or treatment;
- physical rehabilitation;
- psychiatric and/or psychological rehabilitation;
- coordination with **your employer** to assist **you** to return to work;
- adaptive equipment or job accommodations to allow **you** to return to work;
- vocational evaluation to determine how **your disability** may impact on other employment options for **you**;
- job placement services;
- resume preparation;
- job seeking skills training;
- education and retraining expenses for a new occupation; or
- other services/activities not described above that can support the formal plan.

**We** shall determine, at **our** sole discretion, whether **you** are eligible for such program. If **we** determine that **you** are eligible to participate in such program, **you** must participate in order to continue to receive **monthly payments**.

**Retirement plan** means a defined contribution plan or a defined benefit plan. These are plans which provide retirement benefits **you** and are not funded entirely by **employee** contributions.

**Sickness** means an illness or disease.

### **No LTD Beneficiary Designation Allowed**

No **beneficiary** designation for the Group Long Term Disability insurance under this policy shall be valid. **You** do not have the right to name a **beneficiary** for any amount of Long Term Disability insurance money payable under the policy.

### **Waiver Of Premium**

Premium payments are not required for **your** insurance while **you** are receiving **monthly payments**.

### **Completing The Elimination Period**

**You** must be continuously **disabled** through the **elimination period** shown under the GROUP LONG TERM DISABILITY (LTD) BENEFIT SUMMARY.

**We** will treat **your disability** as continuous if **your disability** ceases during the **elimination period** for 30 days or less.

The **elimination period** can be completed while **you** are **disabled** and working.

### **Payment Of LTD Benefits:**

#### **Disabled And Not Working**

For each month after the **elimination period** that **you** continue to be **disabled** and unable to work on a **part-time basis**, **we** will send **you** the **monthly payment**.

#### **Disabled And Working**

If, after completing the **elimination period**, **you** are **disabled** and working, **we** will send **you** the **monthly payment** if **you** are **disabled** and, due to the continuing **sickness** or **injury**, **your** **monthly disability earnings** are less than 20% of **your indexed monthly earnings**.

If, after completing the **elimination period**, **you** are **disabled** and, due to **your** continuing **sickness** or **injury**, **your** **monthly disability earnings** are between 20% through 80% of **your indexed monthly earnings** **we** will calculate **your** payment as follows:

During the first 12 months of payments, while working, **your monthly payment** will not be reduced as long as Item 1 does not exceed Item 2, where Item 1 and Item 2 are calculated as follows:

If the **monthly payment** is taxable:

1. The sum of **your pre-tax** **monthly disability earnings**, plus the **monthly payment**, plus direct and indirect **benefit offsets** **you** are eligible to receive.
2. **Your indexed monthly earnings**.

If the **monthly payment** is non-taxable:

1. The sum of **your post-tax** **monthly disability earnings**, plus the **monthly payment**, plus direct and indirect **benefit offsets** **you** are eligible to receive.
2. **Your indexed post-tax monthly earnings**.

If Item 1 is more than Item 2, the Company will subtract the excess of Item 1 over Item 2 from **your monthly payment**.

After 12 months of payments, while working, **you** will receive payments based on **your** percentage of lost earnings due to **your disability**. To calculate **your** percentage of lost earnings and the amount of the payments **we** will:

1. Subtract **your disability earnings** from **your indexed monthly earnings**.
2. Divide the answer in Item 1 by **your indexed monthly earnings**. This is **your** percentage of lost earnings.
3. Multiply **your monthly payment** by the answer in Item 2.

This is the amount **we** will pay **you** each month.

If **your** monthly **disability earnings** exceed 80% of **your indexed monthly earnings**, **we** will stop sending **you** payments and **your** claim will end.

**We** may require **you** to send proof of **your** monthly **disability earnings** at least monthly. **We** will adjust **your** payment based on **your** monthly **disability earnings**.

As part of **your** proof of **disability earnings**, **we** can require that **you** send appropriate financial records which **we** believe are necessary to substantiate **your** income.

### Fluctuation In Disability Earnings

If **your disability earnings** routinely fluctuate widely from month to month, **we** may average **your disability earnings** over the most recent 3 months to determine if **your** claim should continue.

**We** will not pay **you** for any month during which **disability earnings** exceed 80% of **indexed monthly earnings**.

If **we** average **your disability earnings**, **we** will not terminate **your** claim unless the average of **your disability earnings** from the most recent 3 months exceeds 80% of **indexed monthly earnings**.

### Monthly Payment-Rate

After the **elimination period**, if **you** are **disabled** for less than 1 month, **we** will send **you** 1/30 of **your monthly payment** for each day of **disability**.

### Third Party Claims

**We** may require **you** to provide a written statement of the circumstances that caused **your disability**, including any facts that may give **you** a legal claim against another person, organization or company that caused the **disability** (a "Third Party").

**You** must provide to **us** prompt notice of any legal action that **you** commence against a Third Party due to the circumstances that caused **your disability** (a "Personal Injury Action"). Once **you** have commenced a Personal Injury Action **you** must:

- execute **our** Personal Injury Reimbursement Agreement and Direction;
- provide **us** with the name and address of any lawyer pursuing the Personal Injury Action on behalf of **you**;
- instruct any such lawyer to pursue with due diligence **your** claims against the Third Party, including claims for non-pecuniary general damages, damages for past loss of income and damages for future loss of income; and
- direct, authorize and instruct any such lawyer to provide to **us**, free of charge:
  - such reports as **we** may reasonably require from time to time on the status of the Personal Injury Action or any settlement negotiations;
  - copies of any documents in **your** possession or control relating to **your** claims against the Third Party; and
  - prompt notice of the terms of settlement or judgment in the Personal Injury Action so that **we** can calculate **your** Net Recovery.

**Your** Net Recovery is an amount equal to the total of all damages recovered from the Third Party (including but not limited to damages for loss of income to the date of the settlement or judgment, damages for future loss of income, all non-pecuniary general damages, interest and legal costs), minus **your** legal costs incurred to obtain such damages.

50% of **your** Net Recovery shall be designated as **our** Credit. **You** shall immediately pay to **us** an amount equal to the lesser of **our** Credit and the sum of all **monthly payments** paid or payable to **you** prior to the date of the settlement or judgment. If any portion of **our** Credit remains after subtracting the above amount, **we** may suspend further **monthly payments** until such time as the sum of the **monthly payments** which would otherwise become payable under the policy equals the remaining portion of **our** Credit.

**We** have the right to withhold or discontinue **monthly payments** if **you** refuse to sign **our** Personal Injury Reimbursement Agreement and Direction or fails to comply with any of its terms.

### **Benefit Offsets**

The following gross amounts of benefits or payments are direct **benefit offsets**:

1. The amount that **you** receive or are entitled to receive under any Workers' Compensation Act or similar legislation;
2. The amount that **you** receive or are entitled to receive as disability payments under the Canada Pension Plan or the Quebec Pension Plan;
3. The amount that **you** receive as retirement payments under the Canada Pension Plan or the Quebec Pension Plan;
4. The amount that **you** receive or are entitled to receive as disability income payments under any automobile insurance policy or automobile accident benefit schedule;
5. The amount of any additional payments that **you** receive from the **employer** such as but not limited to any 'top-up' plan, severance pay, termination pay or vacation pay;
6. The amount that **you** receive under a short-term disability plan or a salary continuation or accumulated sick leave plan.

With the exception of retirement payments, **we** will only subtract **benefit offsets** which are payable as a result of the same **disability**. **We** will not subtract payments that **you** receive because of **your spouse's** retirement.

The following gross amounts of benefits or payments are indirect **benefit offsets**:

1. The amount that **you** receive or are entitled to receive as disability income payments under any:
  - compulsory benefit act or legislation;
  - other group insurance plan or policy, including any association coverage or franchise coverage; or
  - governmental retirement system as a result of **your** job with **your employer**.
2. The amount that **you** receive under an individual insurance policy, providing for disability benefits, that was issued to **you** by **us** pursuant to an offer made through **your employer** or as a result of **your** employment.
3. The amount that **you**:
  - receive or are entitled to receive as disability payments under **your employer's retirement plan**; or
  - receive or are entitled to receive as retirement payments under **your employer's retirement plan**.
4. The amount that is payable to, or on behalf of **your** children under the Canada Pension Plan or the Quebec Pension Plan because of **your** disability.

With the exception of retirement payments, **we** will only subtract **benefit offsets** which are payable as a result of the same **disability**. **We** will not subtract payments that **you** receive because of **your spouse's** retirement.

Once **we** have subtracted a **benefit offset** from the **gross monthly benefit**, **we** will not further reduce the **monthly payment** due to a cost of living increase from that source.

When **we** determine that **you** may be entitled to an amount under Item(s) 1 and 2 in the Direct **benefit offsets** section or under Item(s) 1 in the Indirect **benefit offsets** section, **we** may estimate the amount of the **your** entitlement to such **benefit offset**. If **you are** 65 or older, the Company may estimate the amount of **your** entitlement under item 3 in the Direct Benefit Offsets section. We reserve the right to deduct the estimated amount by including it in the MONTHLY PAYMENT CALCULATION when determining **your monthly payment**.

**We** will not deduct the estimated amount under Item 1 or 2 in the Direct Offsets section, or under Item 1 in the Indirect Offsets section when determining **your monthly payment** if **you** apply for the **benefit offsets**, and appeal any denial to all levels **we** feel are necessary.

If **we** have deducted the estimated amount to determine **your monthly payment**, **your monthly payment** will be adjusted when **we** receive proof:

- of the amount awarded; or
- that benefits or payments have been denied and all appeals **we** feel are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to **you**.

If **you** receive any **benefit offset** in the form of a lump sum payment, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, **we** will use a reasonable period of time.

#### **When Payments Stop:**

**We** will stop sending **you** payments and **your** claim will end on the earliest of the following:

- during the first 24 months of payments, when **you** are able to work in **your regular occupation** on a **part-time basis** but **you** choose not to;
- after 24 months of payments, when **you** are able to work in any **gainful occupation** on a **part-time basis** but **you** choose not to;
- if **you** are working and **your monthly disability earnings** exceed 80% of **your indexed monthly earnings**, the date **your** earnings exceed 80% of your **indexed monthly earnings**;
- the end of the **maximum period of payment**;
- the date **you** are no longer **disabled** under the policy, unless **you** are eligible to receive benefits under **our rehabilitation and return to work assistance program**;
- the date **you** fail to cooperate with or participate in a **rehabilitation and return to work assistance program**;
- the date **you** fail to attend or participate in a medical, vocational or functional assessment required by **us**;
- the date **you** fail to attend or participate in a requested interview with an authorized representative;
- the date **you** fail to submit proof of continuing **disability**; or
- the date **you** die.

**We** will stop sending **you** payments after **you** have been outside Canada and the United States for 60 cumulative days during any 365 consecutive day period. No further payments will be made until **you** return to Canada and provide proof of **appropriate care**. If **you** are still **disabled** on **your** return, payments may be resumed but will not be retroactive. Although not paid, any payments attributable to any period of time beyond the 60 cumulative days during any 365 consecutive day period that **you** continue to be outside of Canada will be deemed to have been paid under the meaning of **disability** and **disabled**.

## Recurrent Disability

If, after a period of **disability** for which **monthly payments** have been made, **you** experience a **recurrent disability**, **we** will treat this **recurrent disability** as a continuation of **your** previous period of **disability** and a new **elimination period** will not have to be completed, if:

- **you** return to continuous **active employment** for the period between the last date for which **monthly payments** were made under **your** prior claim and the commencement of the **recurrent disability**;
- **you** were continuously insured between the last date for which **monthly payments** were made under **your** prior claim and the commencement of the **recurrent disability**; and
- **your recurrent disability** commences within 6 months from the last date for which **monthly payments** were made under **your** prior claim.

**Your recurrent disability** will not be considered to be a continuation of a prior period of **disability** if the **recurrent disability** commences more than 6 months after the last date for which **monthly payments** were made under **your** prior claim. In such case, the **recurrent disability** will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the **elimination period**, in force at the commencement of the new claim.

If **your recurrent disability** is considered to be a continuation of a prior period of **disability**, **your recurrent disability** will be subject to the same policy terms as **your** prior claim. The commencement date of the **recurrent disability** will be deemed to be original date of **disability** from the prior period(s) of **disability**. Any **disability** payments will be based on **your monthly earnings** as at the original date of **disability**. **Monthly payments** will not be made for a combined period longer than the **maximum period of payment** shown under Group Long Term Disability (LTD) Benefit Summary.

## Medical Examinations and Claimant Interviews

At **our** expense and discretion, and as often as is reasonably required during a **claimant's** continuing **disability**, **we** may require the **claimant** to be examined, tested or assessed by a **physician**, other medical practitioner or vocational or functional capacities expert of **our** choice.

At **our** expense and discretion, and as often as is reasonably required during a **claimant's** continuing **disability**, **we** may require the **claimant** to meet with and be interviewed by an authorized representative.

## Pre-Existing Condition Limitation

The policy does not cover any **disability** which results directly or indirectly from, or is in any manner or degree associated with or occasioned by a **pre-existing condition**.

However, this limitation will not apply to a **disability** which begins more than 12 months after **your** insurance began.

If, at any time, **your gross monthly benefit** increases because of an increase to the **no-evidence maximum**, the amount of the increase to **your gross monthly benefit** will not be payable if **your disability** results directly or indirectly from, or is in any manner or degree associated with or occasioned by a **pre-existing condition**. However, this limitation will not apply to a **disability** which begins more than 12 months after the increase to **your gross monthly benefit**.

**Pre-existing condition** means any condition or symptom for which, during the 3 months just prior to the date that **your** insurance began:

- **you** consulted a **physician** or other healthcare provider;
- **you** received any health-related care, advice, treatment or services (including diagnostic measures) from or on the advice of a **physician** or other healthcare provider;
- **you** incurred any healthcare expenses;
- **you** took any prescribed medication; or
- a **prudent person** would have consulted a **physician** or other healthcare provider, would have filled a prescription, or would have continued to take medication previously prescribed.

If there has been an increase to **your gross monthly benefit** because of an increase to the **no-evidence maximum**, then **pre-existing condition** means any condition or symptom for which, during the 3 months just prior to the date of the increase to **your gross monthly benefit**:

- **you** consulted a **physician** or other healthcare provider;
- **you** received any health-related care, advice, treatment or services (including diagnostic measures) from or on the advice of a **physician** or other healthcare provider;
- **you** incurred any healthcare expenses;
- **you** took any prescribed medication; or
- a **prudent person** would have consulted a **physician** or other healthcare provider, would have filled a prescription, or would have continued to take medication previously prescribed.

**Pre-existing condition** includes any such condition or symptom whether or not such condition or symptom was diagnosed or correctly diagnosed.

### Continuity Of Coverage

**You** are not eligible to be enrolled for Group Long Term Disability Insurance under the policy if **you** are not in **active employment** on the Policy Effective Date due to **sickness** or **injury** and **you** are receiving long term disability benefits from the insurer of a **previous group policy**.

If **you** are not in **active employment** on the Policy Effective Date due to **sickness** or **injury**, **you** are still eligible to be enrolled for Group Long Term Disability Insurance under the policy if:

- **you** were properly insured for long term disability coverage under a **previous group policy** when that **previous group policy** terminated;
- **your** coverage under that **previous group policy** terminated solely because of the termination of that **previous group policy**;
- **you** would be otherwise eligible under this policy if **you** were in **active employment**; and
- the "elimination period" (or similar such period however it is named) for long term disability benefits under the **previous group policy** has not ended based on the date **you** ceased working.

If **you** are enrolled for Group Long Term Disability Insurance under this Continuity of Coverage provision, **your** coverage will terminate on the earlier of:

- the date the "elimination period" (or similar such period however it is termed) for long term disability benefits under the **previous group policy** would end based on the date **you** ceased working; or
- the date the insurer of the **previous group policy** accepts a claim which would qualify as a recurrent disability under the terms of the **previous group policy**.

If **you** are enrolled for coverage under this Continuity of Coverage provision **you** will not be covered for:

- any periods of **disability** which commence prior to the Policy Effective Date; or
- any periods of **disability**, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the **previous group policy**.

Subject to a change in Quebec law, if **you** are resident in the province of Quebec and are enrolled for coverage under this Continuity of Coverage provision **you** will not be covered for:

- any periods of **disability** which commence prior to the Policy Effective Date, unless the **disability** was not reported to the insurer of the **previous group policy** until more than 180 days after the Policy Effective Date; or
- any periods of **disability**, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the **previous group policy**, unless **you** have been in **active employment** under this policy for at least 30 days.

**We** will not apply Pre-Existing Condition Limitation to **your** long term disability claim if:

- **you** were insured for long term disability by the **previous group policy** when it terminated;
- **you** were in **active employment** on the Policy Effective Date;
- **you** have remained in continuous **active employment** since the Policy Effective Date; and
- **your** long term disability claim would not have been excluded by the **previous group policy's** pre-existing condition limitation based on:
  - the terms of the **previous group policy's** pre-existing condition limitation; and
  - the combined continuous time that **you** were insured under this policy and the **previous group policy**.

If, due to the above Continuity of Coverage provision, **your** claim is not excluded under the Pre-Existing Condition Limitation, then **we** will administer **your** claim according to the provisions of this policy. However, **your** payment will be the lesser of:

- the **monthly payment** under this policy; and
- the monthly amount which would have been paid under the **previous group policy**.

If, due to the above Continuity of Coverage provision, **your** claim is not excluded under the Pre-Existing Condition Limitation, then payments under the policy will not extend beyond the earlier of the following dates:

- the end of the **maximum period of payment** under this policy as shown in the Benefit Summary; or
- the date benefits would have ended under the **previous group policy** if it had remained in force.

### Survivor Benefit

When **we** receive proof that **you** have died, **we** will pay **your eligible survivor** a lump sum benefit equal to 3 months of **your gross monthly benefit** if, on the date of **your** death:

- **your disability** had continued for 180 or more consecutive days; and
- **you** were receiving or were entitled to receive **monthly payments** under the policy.

However, **we** will first apply any Survivor Benefit payment to any overpayment which may exist on **your** claim for Long Term Disability Benefits.

If **you** have no **eligible survivor**, no payment will be made.

### Worksite Modification Benefit

If **your employer** and **you** determine that a worksite modification may be needed to enable **you** to perform the **material and substantial duties** of **your regular occupation**, one of **our** designated professionals will assist **you** and **your employer** to identify a modification that **we** agree is likely to help **you** remain at or return to **active employment**.

If **we** agree that the worksite modification is appropriate, **we** will prepare a written agreement in which **we, your employer** and **you** will agree to the worksite modification in order to help **you** remain at or return to **active employment**. This agreement must be signed by **us, your employer** and **you**.

When such agreement is signed, **we** will reimburse **your employer** for the cost of the modification, up to the amount shown under the benefit summary.

This benefit is available to assist **you** on a one-time basis only.

### Work Life Assistance Program

The policy provides **you** and **your dependents** access to a work life assistance program designed to assist them with problems of daily living.

**You** and/or **your dependents** can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a **child**, to helping to deal with the stress of the workplace. This work life program is available for everyday issues as well as crisis support.

This service is also available to **your employer**.

This program can be accessed by a 1-800 telephone number available 24 hours a day, 7 days a week.

Information about this program can be obtained through **your employer's** plan administrator.

**NOTE:** If such services or program are included under more than one of the applicable sections of the policy, they shall be deemed to be only one single benefit and not two benefits. Any limitations or restrictions on usage or payment (if applicable) of these services or program shall be deemed covered under one single benefit only.

### **Best Doctors®**

Best Doctors provides **you** and **your** eligible\* **dependents** with a unique combination of information and access to the best medical care when it matters most.

Best Doctors helps **you** navigate the healthcare system and confirm **your** diagnosis and treatment options, through convenient, responsive services that connect **you** to a global database of over 50,000 top peer-nominated specialists, including 2,000 in Canada. Refer to the Best Doctors brochure for more information about the services available to **you**.

\*eligible **dependents** are **spouse** and **dependent children**, under the age 21 or under age 26 if full time students.

**NOTE:** If such services or program are included under more than one of the applicable sections of the policy, they shall be deemed to be only one single benefit and not two benefits. Any limitations or restrictions on usage or payment (if applicable) of these services or program shall be deemed covered under one single benefit only.

### **Spousal Disability Benefit**

**Your spouse** is eligible for this benefit.

**Your spouse** will become insured on the later of:

- the date **your spouse** becomes a **spouse** as defined in the policy; or
- the date **your** LTD insurance begins under the policy.

Insurance will end on the earliest of the following dates:

- the date **your** insurance under the policy terminates;
- the date the **spouse** ceases to be a **spouse** as defined in the policy;
- the date the policy terminates; or
- the date this benefit terminates.

Termination of this insurance under any conditions will not prejudice any **payable claim** which occurs while the insurance is in force.

There is no conversion privilege for this benefit.

If **your spouse** becomes and remains disabled as defined below through the **elimination period**, **we** will pay a monthly Spousal Disability Benefit to **you**. Benefit payments will not be made for any period during which **your spouse** is outside of Canada for longer than 30 consecutive calendar days.

**Your spouse** is disabled under this benefit when **we** determine that due to **sickness** or **injury**:

- **your spouse** loses the ability to safely and completely perform 2 **activities of daily living** without another person's assistance or verbal cueing; or
- **your spouse** is **cognitively impaired**.

The **elimination period** is shown under the Group Long Term Disability (LTD) Benefit Summary. The **elimination period** begins on the first day that **your spouse** is disabled.

The monthly benefit payment is the amount shown under the Group Long Term Disability (LTD) Benefit Summary.

This policy does not cover any disability which results directly or indirectly from, or is in any manner or degree associated with or occasioned by:

- the **spouse's** intentionally self-inflicted injury;
- the **spouse's** active participation in a riot;
- the **spouse's** attempt to commit or commission of a **crime**, whether or not the **spouse** has been charged; or
- war, declared or undeclared, or any act of war.

**We** will not pay a Spousal Disability Benefit for any period of disability during which the **spouse** is lawfully incarcerated, confined or imprisoned.

No Spousal Disability Benefit is payable for a **spouse's** loss of the ability to safely and completely perform any **activity of daily living** without another person's assistance or verbal cueing, if such loss exists on the effective date of the **spouse's** coverage under this benefit.

No Spousal Disability Benefit is payable for a **spouse's cognitive impairment** if the **spouse** is **cognitively impaired** on the effective date of the **spouse's** coverage under this benefit.

The policy does not cover any disability which results directly or indirectly from, or is in any manner or degree associated with or occasioned by a **pre-existing condition**.

However, this limitation will not apply to a disability which begins more than 6 months after the **spouse's** insurance began.

**Pre-existing condition**, for this Spousal Disability Benefit, means any condition or symptom (whether or not such condition or symptom is diagnosed or correctly diagnosed) for which, during the 6 months just prior to the date that his insurance began,

- the **spouse** consulted a **physician** or other healthcare provider;
- the **spouse** received any health-related care, advice, treatment or services (including diagnostic measures) from or on the advice of a **physician** or other healthcare provider;
- the **spouse** incurred any healthcare expenses;
- the **spouse** took any prescribed medication; or
- a **prudent person** would have consulted a **physician** or other healthcare provider, would have filled a prescription, or would have continued to take medication previously prescribed.

Payments will end on the earliest of the following dates:

- the date **your spouse** is no longer disabled;
- the end of the **maximum period of payment** shown in the Benefit Summary; or
- the date the **spouse** dies.

Written notice of claim should be sent to **us** within 30 days after the date that the **spouse's** disability begins. Written proof of claim must be given to **us** no later than 90 days after the date the **spouse's** disability begins. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the date that the **spouse's** disability began, except in the absence of **your** legal capacity.

The proof, provided at **your** expense, must show:

1. that the **spouse** is under **appropriate care**;
2. the date the **spouse's** disability began;
3. the cause of the **spouse's** disability;
4. the extent of the **spouse's** disability; and
5. the name and address of any **hospital** or Institution where the **spouse** received treatment, including all attending **physicians**.

As part of proof of claim, **we** may request that the **spouse** be examined, at **our** expense and discretion, by a **physician** and/or other healthcare provider of **our** choice. **We** may also require a claims assessment which is a review to help evaluate the claim. This assessment may include an interview with the **spouse** at a location selected by **us** or **our** designated representative.

Proof of continued disability and **appropriate care** must be given to **us** within 30 days of the request for the proof.

### **Dependent Care Expense Benefit**

While **you** are participating in a **rehabilitation and return to work assistance program**, **we** will pay **you** a Dependent Care Expense Benefit if **you** are or start incurring expenses (such as but not limited licenced day care facilities and home health care programs) to provide care for a **dependent** who needs personal care assistance.

Dependent Care Expense Benefit payments will begin immediately after **you** start to participate in a **rehabilitation and return to work assistance program**.

The amount of the Dependent Care Expense Benefit will be as shown under the BENEFIT SUMMARY.

**You** must provide satisfactory proof that he is incurring expenses that entitle **you** to the Dependent Care Expense Benefit.

**Note:** **We** will not recognize **you** or **your spouse, children, parents** or siblings as a program or facility providing care for a **dependent** who needs personal care assistance under this benefit unless such person actually owns, operates, administers or is working for such a facility or program.

Dependent Care Expense Benefits will end on the earlier of the following:

- the date **you** are no longer incurring expenses for **your dependent**;
- the date **you** no longer participates in the **rehabilitation and return to work assistance program**; or
- any other date payments would stop in accordance with the policy.

### **Rehabilitation And Return To Work Assistance Benefit**

While **you** participate in a **rehabilitation and return to work assistance program**, **we** will pay an additional benefit of 10% of **your gross monthly benefit** to a maximum benefit shown under the Group Long Term Disability (LTD) Benefit Summary.

**We** are under no obligation to approve or continue a **rehabilitation and return to work assistance program** for **you**. Any decision about **your** eligibility for the program, or to approve or discontinue a **rehabilitation and return to work assistance program** will be made solely by **us**.

The final determination about **your** eligibility for a **rehabilitation and return to work assistance program** will be made solely by **us**. **You** must be medically able to engage in a **rehabilitation and return to work assistance program**.

In order to remain in the **rehabilitation and return to work assistance program** and to receive this benefit, **you** must **actively participate** in the **rehabilitation and return to work assistance program**.

**Actively participate** or **actively participating** means **you** must comply with the terms and conditions of the **rehabilitation and return to work assistance program** plan written specifically for **you** by **us**.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount.

In addition, **we** will make **monthly payments** to **you** for 3 months following the date **your disability** ends if **we** determine **you** are no longer **disabled** while:

- **you** are **actively participating** in the **rehabilitation and return to work assistance program**; and
- **you** are not able to find employment.

This benefit payment may be paid in a lump sum.

Benefits for the **rehabilitation and return to work assistance program** will end on the earliest of the following dates:

- the date **we** determine that **you** are no longer eligible to participate in the **rehabilitation and return to work assistance program**;
- the date **we** determine that **you** are no longer **actively participating** in the **rehabilitation and return to work assistance program**; or
- any other date on which **weekly payments** would stop in accordance with the policy.

### Total Benefit Cap

The total benefit payable to **you** on a monthly basis (including all benefits provided under the policy) will not exceed 100% of **your monthly earnings**, unless the excess amount is payable as a Cost of Living Adjustment. However, if **you** are participating in **our rehabilitation and return to work assistance program**, the total benefit payable to **you** on a monthly basis (including all benefits provided under the policy) will not exceed 110% of **your monthly earnings** unless the excess amount is payable as a Cost of Living Adjustment.

### General LTD Limitations and Exclusions:

This policy does not insure any **disability** which results directly or indirectly from, or is in any manner or degree associated with or occasioned by:

- **your** intentionally self-inflicted injuries;
- **your** active participation in a riot, insurrection or civil commotion;
- **your** service in the armed forces of any nation;
- **your** attempt to commit or commission of a **crime**, or provoking an assault, whether or not **you** have been charged; or
- war, declared or undeclared, or any act of war.

**We** will not pay a benefit for any period of **disability** during which **you** are lawfully incarcerated, confined or imprisoned.

**We** will not make a **monthly payment** for any period of **disability** during which **you** are on a **statutory leave, leave of absence, temporary layoff, strike or lockout**. If **your** coverage has been continued during a **statutory leave, leave of absence, temporary layoff, strike or lockout**, and **you** become **disabled** during the **statutory leave, leave of absence, temporary layoff, strike or lockout** the **monthly payment** will begin on the later of the date the **elimination period** ends or the date the **statutory leave, leave of absence, temporary layoff, strike or lockout** ends, provided **you** are still **disabled**.

**NOTE:** Other Exclusions or Limitations may be applicable as specified under each individual additional benefit provision.

## COLLECTION AND USE OF PERSONAL INFORMATION

### Collecting your personal information

We (RBC Life Insurance Company) may from time to time collect information about you such as:

- information establishing your identity (for example, name, address, phone number, date of birth, etc.) and your personal background;
- information related to or arising from your relationship with and through us;
- information you provide through the application and claim process for any of our insurance products and services; and
- information for the provision of products and services.

We may collect information from you, either directly or through representatives. We may collect and confirm this information during the course of our relationship. We may also obtain this information from a variety of sources including hospitals, doctors and other health care providers, the MIB, Inc., the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and your employer.

### Using your personal information

This information may be used from time to time for the following purposes:

- to verify your identity and investigate your personal background;
- to issue and maintain insurance products and services you may request;
- to evaluate insurance risk and manage claims;
- to better understand your insurance situation;
- to determine your eligibility for insurance products and services we offer;
- to help us better understand the current and future needs of our clients;
- to communicate to you any benefit, feature and other information about products and services you have with us;
- to help us better manage our business and your relationship with us; and
- as required or permitted by law.

For these purposes, we may make this information available to our employees, our agents and service providers, and third parties, who are required to maintain the confidentiality of this information. If you are insured under a group insurance policy obtained through your employer, we may also share your information with your employer when necessary for the services we provide to you. Your health information will not be shared with your employer without your consent.

In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. Third parties may include other insurance companies, the MIB, Inc. and financial institutions.

We may also use this information and share it with RBC® companies (i) to manage our risks and operations and those of RBC companies and (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

**If we have your social insurance number, we may use it for tax related purposes and share it with the appropriate government agencies.**

### Your right to access your personal information

You may obtain access to the information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information or to ask questions about our privacy policies, you may do so now or at any time in the future by contacting us at:

**RBC Life Insurance Company**

**P.O. Box 515, Station A,**

**Mississauga, Ontario**

**L5A 4M3**

**Telephone: 1-800-663-0417**

**Facsimile: 905-813-4816**

### Our privacy policies

You may obtain more information about our privacy policies by asking for a copy of our "Financial fraud prevention and privacy protection" brochure, by calling us at the toll-free number shown above or by visiting our website at [www.rbc.com/privacysecurity](http://www.rbc.com/privacysecurity).