

# St. Thomas University

**Group Policy Number:** G0050234

**Plan B:** Support Staff

**Employee Name:** \_\_\_\_\_

**Certificate Number:** \_\_\_\_\_

## Welcome to Your Group Benefit Program

**Group Policy Effective Date:** September 1, 2010

This Benefit Booklet has been specifically designed with your needs in mind, providing easy access to the information you need about the benefits to which you are entitled.

Group Benefits are important, not only for the financial assistance they provide, but for the security they provide for you and your family, especially in case of unforeseen needs.

Your Plan Administrator can answer any questions you may have about your benefits, or how to submit a claim.

This booklet produced: June 27, 2017

# Table of Contents

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<b>Benefit Summary</b> .....	<b>3</b>
<b>How to Use Your Benefit Booklet</b> .....	<b>4</b>
<b>Explanation of Commonly Used Terms</b> .....	<b>5</b>
<b>Why Group Benefits?</b> .....	<b>7</b>
Your Plan Administrator .....	7
Applying for Group Benefits .....	7
Making Changes .....	7
<b>The Claims Process</b> .....	<b>8</b>
Naming a Beneficiary .....	8
How to Submit a Claim.....	8
<b>Who Qualifies for Coverage?</b> .....	<b>9</b>
Eligibility .....	9
Evidence of Insurability .....	9
Late Application.....	9
Effective Date of Coverage .....	9
Termination of Insurance.....	10
<b>Your Group Benefits</b> .....	<b>11</b>
Employee Life Insurance .....	11
Employee Optional Life Insurance .....	13
Spousal Optional Life Insurance .....	14
Long Term Disability.....	15
<b>Notes</b> .....	<b>22</b>

This Benefit Summary provides information about the specific benefits supplied by Manulife Financial that are part of your Group Plan.

### Employee Life Insurance

**Benefit Amount** - \$200,000

**Termination Age** - your benefit amount reduces to \$100,000 on your 65th birthday and terminates at age 70

### Employee Optional Life Insurance

**Benefit Amount** - increments of \$10,000 to a maximum of \$300,000

**Termination Age** - your benefit amount terminates at age 65 or retirement, whichever is earlier

### Spousal Optional Life Insurance

**Benefit Amount** - increments of \$10,000 to a maximum of \$300,000

**Termination Age** - employee's or spouse's age 65 or retirement, whichever is earlier

### Long Term Disability

**Benefit Amount** - 70% of monthly earnings up to a maximum benefit of \$6,500 per month

**Qualifying Period** - 180 consecutive days prior to age 65

**Maximum Benefit Period** - To age 65. However, should you complete the qualifying period after your 64th birthday but prior to your 65th birthday, the monthly income payments will continue beyond age 65 as long as you are totally disabled, subject to a maximum of 12 monthly payments.

**Termination Age** - age 65 less the Qualifying Period or retirement, whichever is earlier

# How to Use Your Benefit Booklet

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## ***Designed with Your Needs in Mind***

The Benefit Booklet provides the information you need about your Group Benefits and has been specifically designed with YOUR needs in mind. It includes:

- a detailed Table of Contents, allowing quick access to the information you are searching for
- Explanation of Common Insurance Terms, which provides a brief explanation of the terms used throughout this Benefit Booklet
- a clear, concise explanation of your Group Benefits
- information you need, and simple instructions, on how to submit a claim

## ***Important Note***

The purpose of this booklet is to outline the benefits for which you are eligible as an employee of St. Thomas University. The information in this booklet is a summary of the provisions of the Group Policy. In the event of a discrepancy between this booklet and the Policy (both available from your employer), the terms of the Group Policy will apply.

The booklet in either its paper or electronic form is provided for information purposes only and does not create or confer any contractual rights or obligations.

Possession of this booklet alone does not mean that you or your dependents are covered. The Group Policy must be in effect and you must satisfy all the requirements of the Policy.

Where required by law, you or any claimant under the Group Policy has the right to request a copy of any or all of the following items:

- the Group Policy,
- your application for group benefits, and
- any Evidence of Insurability you submitted as part of your application for benefits.

In the case of a claimant, access to these documents is limited to that which is relevant to the filing of a claim, or the denial of a claim under the Group Policy.

Manulife Financial reserves the right to charge you for such documentation after your first request.

**We suggest you read this Benefit Booklet carefully, then file it in a safe place with your other important documents.**

## ***Your Group Benefit Card***

Your Group Benefit Card is the most important document issued to you as part of your Group Benefit Program. It is the only document that identifies you as a Plan Member. The Group Policy Number and your personal Certificate Number may be required before you are admitted to a hospital, or before you receive dental or medical treatment.

The Group Policy Number and your Certificate Number are also necessary for ALL correspondence with Manulife Financial. Please note that you can print your Certificate Number on the front of this booklet for easy reference.

*Your Group Benefit Card is an important document. Please be sure to carry it with you at all times.*

## **Explanation of Common Insurance Terms**

*The following is an explanation of the terms used in this Benefit Booklet.*

### ***Dependent***

your Spouse who is insured under the Provincial Plan and is resident in Canada.

### **- Spouse**

your legal spouse, or a person continuously living with you in a common law relationship for at least 12 months. A common law relationship must include continuous cohabitation and public representation of the married status. A spouse shall not include:

- a person divorced from you,
- a person separated from you where such separation is pursuant to a court order or legal separation agreement or the parties are living separate and apart without benefit of a court order or separation agreement, or
- a person cohabitating with you without public representation of married status.

### ***Drug***

a medication that has been approved for use by the Federal Government of Canada and has a Drug Identification Number.

### ***Earnings***

your regular rate of pay from your employer (prior to deductions), excluding regular bonuses, regular overtime pay, incentive pay and auto allowance. Earnings may include other income as agreed to in writing by your employer and Manulife Financial.

For the purposes of determining the amount of your benefit at the time of claim, your earnings will be the lesser of:

- the amount reported on your claim form, or
- the amount reported by your employer to Manulife Financial and for which premiums have been paid.

### ***Medically Necessary***

broadly accepted and recognized by the Canadian medical profession as effective, appropriate and essential in the treatment of a sickness or injury, in accordance with Canadian medical standards.

### ***Non-Evidence Limit***

you must submit satisfactory medical evidence to Manulife Financial for Benefit Amounts greater than this amount.

### ***Provincial Plan***

any plan which provides hospital, medical, or dental benefits established by the government in the province where the insured person lives.

## **Explanation of Common Insurance Terms**

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### ***Qualifying Period***

a period of continuous total disability, starting with the first day of total disability, which you must complete in order to qualify for disability benefits.

### ***Take Home Pay (Net Earnings)***

your earnings, less deductions normally made for federal and provincial income tax.

### ***Waiting Period***

the period of continuous employment with your employer which you must complete before you are eligible for Group Benefits.

## Why Group Benefits?

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Government health plans can provide coverage for such basic medical expenses as hospital charges and doctors' fees. In case of disability, government plans (such as Employment Insurance, Canada/Quebec Pension Plan, Workers' Compensation Act, etc.) may provide some financial assistance.

But government plans provide only basic coverage. Medical expenses or a disability can create financial hardship for you and your family.

Private health care and disability programs supplement government plans and can provide benefits not available through any government plan, providing security for you and your family when you need it most.

Your Group Benefit Program is provided by St. Thomas University, in partnership with The Manufacturers Life Insurance Company.

### ***Your Plan Administrator***

Your Plan Administrator is responsible for ensuring that all employees are covered for the Benefits to which they are entitled by submitting all required premiums, reporting all new enrolments, terminations, changes, etc., and keeping all records up to date.

As a member of this Group Benefit Program, it is up to you to provide your Plan Administrator with the necessary information to perform such duties.

Your Plan Administrator is: _____
Phone Number: _____

*Please record the name of your Plan Administrator and the contact number in the space provided.*

### ***Applying for Group Benefits***

To apply for Group Benefits, you must submit a completed [Enrolment or Re-enrolment Application form](#), available from your Plan Administrator. Your Plan Administrator then forwards the application to Manulife Financial.

### ***Making Changes***

To ensure that coverage is kept up to date for yourself and your dependents, it is vital that you report any changes to your Plan Administrator. Such changes could include:

- change in Dependent Coverage
- change in Beneficiary
- applying for coverage previously waived
- change in Name

To make such changes, you must complete the Application for Change Form available from your Plan Administrator.

## The Claims Process

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### *Naming a Beneficiary*

Manulife Financial does not accept beneficiary designations for any benefits other than Employee Life Insurance and Employee Optional Life Insurance under this Policy.

**This Plan 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.**

### *How to Submit a Claim*

All claim forms, available from your Plan Administrator, must be correctly completed, dated and signed. Remember, always provide your Group Policy Number and your Certificate number (found on your Group Benefit Card) to avoid any unnecessary delays in the processing of your claim.

Your Plan Administrator can assist you in properly completing the forms, and answer any questions you may have about the claims process and your Group Benefit Program.

You may not commence legal action against Manulife Financial less than 60 days after proof has been filed as outlined under Submitting a Claim. Every action or proceeding against Manulife Financial for the recovery of insurance money payable under the plan is absolutely barred unless commenced within the time set out in the Insurance Act or applicable legislation.



### ***Eligibility***

You are eligible for Group Benefits if you:

- are a full-time employee of St. Thomas University and work at least the Required Number of Hours,
- are a member of an eligible class,
- are younger than the Termination Age,
- are resident in Canada, and
- have completed the Waiting Period.

The Termination Age and Waiting Period may vary from benefit to benefit. For this information, please refer to each benefit in the section entitled Your Group Benefits.

Your dependents are eligible for coverage on the date you become eligible or the date you first acquire a dependent, whichever is later. You must apply for insurance for yourself in order for your dependents to be eligible.

### ***Required Number of Hours***

Full-time employee - 25 hour(s) per week

### ***Evidence of Insurability***

Medical evidence is required when you apply for insurance in excess of the Non-Evidence Limit.

Medical evidence is also required for all benefits when you make a Late Application for insurance on any person

### ***Late Application***

An application is considered late when you:

- apply for insurance on any person after having been eligible for more than 31 days; or
- re-apply for insurance on any person whose insurance had earlier been cancelled.

Medical evidence can be submitted by completing the Evidence of Insurability form, available from your Plan Administrator. Further medical evidence may be requested by Manulife Financial.

### ***Effective Date of Coverage***

- If Evidence of Insurability is not required, your Group Benefits will be effective on the date you are eligible.
- If Evidence of Insurability is required, your Group Benefits will be effective on the date you become eligible or the date the evidence is approved by Manulife Financial, whichever is later.

You must be actively at work for insurance to become effective. If you are not actively at work on the date your insurance would normally become effective, your insurance will take effect on the next day on which you are again actively at work.

## **Who Qualifies for Coverage?**

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Your dependent's insurance becomes effective on the date the dependent becomes eligible, or the date any required medical evidence on the dependent is approved by Manulife Financial, whichever is later.

Your dependent's insurance will not be effective prior to the date your insurance becomes effective. This does not apply to Spousal Optional Life Insurance which may still become effective if you are declined for Employee Optional Life.

### ***Termination of Insurance***

Your Group Insurance will terminate on the earliest of:

- the date you cease to be an eligible employee
- the date you cease to be actively at work, unless the Group Policy allows for your coverage to be extended beyond this date
- the date your employer terminates coverage
- the date you enter the armed forces of any country on a full-time basis
- the date the Group Policy terminates or coverage on the class to which you belong terminates
- the date you reach the Termination Age
- the date of your death

Your dependents' insurance terminates on the date your insurance terminates or the date the dependent ceases to be an eligible dependent, whichever is earlier.

### Employee Life Insurance

If you die while insured, this benefit provides financial assistance to your beneficiary. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

#### ***The Benefit***

**Benefit Amount** - \$200,000

**Non-Evidence Limit** - \$200,000

**Qualifying Period for Waiver of Premium** - 180 consecutive days prior to age 65

**Termination Age** - your benefit amount reduces to \$100,000 on your 65th birthday and terminates at age 70

**Waiting Period** - none

#### ***Naming a Beneficiary***

You have the right to designate and/or change a beneficiary, subject to governing law. The necessary forms are available from your Plan Administrator.

You should review your beneficiary designation to be sure that it reflects your current intent.

#### ***Submitting a Claim***

To submit an Employee Life Insurance claim, your beneficiary must complete the [Life Claim form](#) which is available from your Plan Administrator. Documents necessary to submit with the form are listed on the form.

A completed claim form must be submitted within 15 months from the date of the loss. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

To submit a claim for the Waiver of Premium benefit you must complete a Waiver of Premium claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

In order qualify for Waiver of Premiums under this benefit, you must notify Manulife Financial within 12 months of your last active day at work and proof of disability must be submitted within 18 months of the date you became totally disabled.

#### ***Waiver of Premium***

If you become Totally Disabled while insured and prior to age 65 and meet the Entitlement Criteria outlined below, your Life Insurance will continue without payment of premium.

#### ***Definition of Totally Disabled***

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 36 months immediately following the Qualifying Period

## **Your Group Benefits**

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- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 36 months specified above

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

However, if you are receiving benefit payments under the Long Term Disability benefit, you shall be deemed to be totally disabled with respect to the Waiver of Premium benefit.

### ***Entitlement Criteria***

To be entitled to Waiver of Premium, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 2 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- you are receiving benefit payments under the Long Term Disability benefit, or Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
  - your own occupation, during the Qualifying Period and the following 36 months, and
  - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 36 months specified above
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.

### ***Termination of Waiver of Premium***

Your Waiver of Premium will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
  - your own occupation, during the Qualifying Period and the following 36 months, and
  - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 36 months specified above
- if premiums were waived because you were receiving benefit payments under Long Term Disability, the date you are no longer receiving benefit payments under the Long Term Disability benefit
- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial

- the date you do not attend an examination by an examiner selected by Manulife Financial
- for Spousal Optional Life, the date this Policy or coverage terminates
- the date of your death
- the date of your 65th birthday

### ***Recurrent Disability***

If you become Totally Disabled again from the same or related causes as those for which premiums were previously waived, and such disability recurs within 6 months of cessation of the Waiver of Premium benefit, Manulife Financial will waive the Qualifying Period.

Your amount of insurance on which premiums were previously waived will be reinstated.

If the same disability recurs more than 6 months after cessation of your Waiver of Premium benefit, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

### ***Conversion Privilege***

If your Group Benefits terminate or reduce and you are under age 66, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. Your application for the individual policy along with the first monthly premium must be received by Manulife Financial within 31 days of the termination or reduction of your Employee Life Insurance. If you die during this 31-day period, the amount of Employee Life Insurance available for conversion will be paid to your beneficiary or estate, even if you didn't apply for conversion.

For more information on the conversion privilege, please see your Plan Administrator. Provincial differences may exist.

## **Employee Optional Life Insurance**

If you die while insured, this benefit provides financial assistance to your beneficiary, in addition to your Employee Life Insurance Benefit. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

### ***The Benefit***

**Benefit Amount** - increments of \$10,000 to a maximum of \$300,000

**Non-Evidence Limit** - All amounts are subject to Evidence of Insurability. However, evidence of insurability will be waived for an amount of Optional Life Insurance which is \$50,000 or less if applied for within 31 days of the date eligible.

**Qualifying Period for Waiver of Premium** - 180 consecutive days prior to age 65

**Termination Age** - your benefit amount terminates at age 65 or retirement, whichever is earlier

**Waiting Period** - none

To apply for Employee Optional Life Insurance you must complete the Application for Optional Life form which is available from your Plan Administrator.

## Your Group Benefits

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For details on Naming a Beneficiary, Submitting a Claim and Conversion Privilege, please refer to Employee Life Insurance.

### ***Waiver of Premium***

If your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived. (See Employee Life Insurance...Waiver of Premium).

### ***Exclusions***

If death results from suicide any amount of Optional Life Insurance that has been in effect for less than one year will not be payable.

Misstatement of non-smoker status shall constitute fraud, and Manulife Financial will not pay any part of Employee Optional Life Insurance, regardless of the cause of death.

## Spousal Optional Life Insurance

If your spouse dies while insured, the amount of this benefit will be paid to you.

### ***The Benefit***

**Benefit Amount** - increments of \$10,000 to a maximum of \$300,000

**Non-Evidence Limit** - All amounts are subject to Evidence of Insurability. However, evidence of insurability will be waived for an amount of Spousal Optional Life Insurance which is \$50,000 or less if applied for within 31 days of the date eligible.

**Termination Age** - employee's or spouse's age 65 or retirement, whichever is earlier

**Waiting Period** - none

To apply for Spousal Optional Life Insurance you must complete the Application for Optional Life form which is available from your Plan Administrator.

### ***Submitting a Claim***

To submit a Spousal Optional Life Insurance claim, you must complete the [Life Claim form](#) which is available from your Plan Administrator. Documents necessary to submit with the form are listed on the form.

A completed claim form must be submitted within 15 months from the date of the loss. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

### ***Waiver of Premium***

Please refer to Employee Life Insurance for details on the Waiver of Premium provision.

### **- Exception**

If you are not insured for Employee Optional Life, the Waiver of Premium provision will not apply to your Spousal Optional Life Insurance, unless:

- at the time you applied for Spousal Optional Life Insurance, you also provided Manulife Financial with evidence of insurability for yourself, and
- Manulife Financial approved your evidence of insurability.

### ***Conversion Privilege***

If your spouse's insurance terminates while your spouse is under age 66, you may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Your spouse's application for the individual policy, along with the first monthly premium, must be received by Manulife Financial, within 31 days of the termination date. If your spouse dies during this 31-day period, the amount of spousal Life Insurance available for conversion will be paid to you, even if you didn't apply for conversion. If you reside in the province of Quebec and if your dependent child's insurance terminates, you may be eligible to convert the terminated insurance as outlined above by the Conversion Privilege for spousal coverage.

For more information on the conversion privilege, please see your Plan Administrator. Provincial differences may exist.

### ***Exclusions***

If death results from suicide any amount of Spousal Optional Life Insurance that has been in effect for less than one year will not be payable.

Misstatement of non-smoker status by you and/or your spouse shall constitute fraud, and Manulife Financial will not pay any part of Spousal Optional Life Insurance, regardless of the cause of death.

## **Long Term Disability**

If you become Totally Disabled while insured and meet the Entitlement Criteria for this benefit, Manulife Financial will pay a disability benefit.

### ***Definition of Totally Disabled***

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 36 consecutive months immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 36 consecutive months specified above

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

### ***The Benefit***

**Benefit Amount** - 70% of monthly earnings up to a maximum benefit of \$6,500 per month

**Non-Evidence Limit** - \$6,500 per month

**Qualifying Period** - 180 consecutive days prior to age 65

- Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.
- You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period.

## **Your Group Benefits**

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**Maximum Benefit Period** - To age 65. However, should you complete the qualifying period after your 64th birthday but prior to your 65th birthday, the monthly income payments will continue beyond age 65 as long as you are totally disabled, subject to a maximum of 12 monthly payments.

**Termination Age** - age 65 less the Qualifying Period or retirement, whichever is earlier

**Waiting Period** - none

### ***Entitlement Criteria***

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 2 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
  - your own occupation, during the Qualifying Period and the following 36 consecutive months, and
  - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 36 consecutive months specified above
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.

### ***Periods for Which You are Not Entitled to Benefits***

You are not entitled to benefit payments for any period that you are:

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial
- receiving Employment Insurance maternity or parental benefits
- on lay-off during which you become Totally Disabled
- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or short term wage loss replacement plan
- working in any occupation, except as provided for under the Rehabilitation Assistance / Reduced Monthly Benefit provisions
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court



### ***Amount of Disability Benefit Payable***

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any disability benefits you receive or are entitled to receive from the following sources for the same or related disability:

- Canada or Quebec Pension Plans, excluding dependent benefits
- Workers' Compensation or similar coverage
- any government motor vehicle automobile insurance plan or policy, unless prohibited by law
- any group, association or franchise plan
- any retirement or pension plan
- earnings or payments from any employer, including severance payments and vacation pay
- any government plan, excluding Employment Insurance Benefits
- 50% of the earnings from the lesser occupations elected, if you elect a different or lesser paid occupation not related to the Rehabilitation Assistance

If necessary, the amount of your benefit will be further reduced so that your total income from all sources does not exceed 85% of your pre-disability gross earnings (net earnings, if your benefit is non-taxable). All sources include those sources stated above and any benefit you are entitled to receive from:

- Canada or Quebec Pension Plans' dependent benefits
- self-employment

Once benefits become payable, the amount of your benefit will not be affected by any subsequent cost of living increase in benefits you are receiving from other sources.

### ***Benefit Calculation Rules***

Manulife Financial will apply the following rules in determining your disability benefit:

- benefits payable from other sources which began before the commencement of your current Disability will not be taken into account
- benefits payable from other sources will not be adjusted to take into account any difference between the tax status of those benefits and the benefit payable by Manulife Financial
- subsequent changes in benefits from other sources, other than cost of living increases, will be taken into consideration and a new benefit amount may be established
- benefits payable under individual disability income insurance will not be taken into account
- for benefits payable other than on a monthly basis, a monthly equivalent of such benefit will be estimated by Manulife Financial, and
- if you do not apply for a benefit for which you are eligible, the amount of such benefit will be estimated by Manulife Financial and assumed to be paid

## **Your Group Benefits**

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### ***Cost of Living Adjustment***

Commencing with your first January payment after benefit payments commence and with each subsequent January payment, you are eligible for a cost of living adjustment in your disability benefit.

The amount of the adjustment will be based on the change in the Consumer Price Index for the 12 month period ending September 30th of each year, to a maximum of 5%.

### ***Subrogation***

If your disability is caused by another person and you have a legal right to recover damages, Manulife Financial will request that you complete a subrogation reimbursement agreement when you submit your Long Term Disability claim.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the disability benefits that Manulife Financial paid to you, exceed 100% of your lost income.

### ***Tax Status of Benefits***

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

### ***Payment of Disability Benefits***

Disability benefit payments will be made monthly in arrears. Any payment for a period of less than one month will be made at a daily rate of one-thirtieth of your monthly benefit amount.

### ***Rehabilitation Assistance***

Once Manulife Financial determines that you are Totally Disabled, if appropriate, and at Manulife Financial's discretion, you may be offered rehabilitation to assist you in returning to gainful employment, either to your pre-disability occupation or to another occupation.

In considering whether Rehabilitation Assistance is appropriate for you, Manulife Financial will take into account:

- the nature, extent and expected duration of your disability
- your level of education, training or experience
- the nature, scope, objectives and cost of a Vocational Plan

#### **- Vocational Plan**

A Vocational Plan is a training or job placement program that is expected to facilitate your return to gainful employment.

If it is determined that Rehabilitation Assistance is appropriate for you, in partnership with you and your employer, Manulife Financial will provide a structured Vocational Plan that will prepare you for a return to work, either:

- with your employer
- with an alternate employer
- in a self-employed capacity

### **- Disability Benefits During Rehabilitation**

You will continue to be entitled to disability benefits while participating in the Vocational Plan. Benefits will be paid for up to 24 consecutive months. Although most income reduces your benefit payment, only half of your income from a Rehabilitation program will be used to reduce your payments. The benefit will be further reduced once your total income (your disability benefit plus your earnings) exceeds 100% of your pre-disability gross earnings; net earnings if your benefit is not taxable.

If you incur expenses in connection with the program and for which you have received prior approval from Manulife Financial, they will be reimbursed by Manulife Financial provided that, in Manulife Financial's opinion, they are reasonable and customary. Expenses which are payable through government programs or a third party insurer shall not be reimbursed by Manulife Financial.

If you cease to participate in the Vocational Plan because of a change in your medical status, Manulife Financial will require medical evidence documenting how your current medical status prevents you from continuing with the Vocational Plan.

If you are not available or do not co-operate or participate in the Vocational Plan, you will no longer be entitled to disability benefits.

### ***Reduced Monthly Benefit***

If you are disabled and eligible for full benefits, you may elect a different and lesser paid occupation not related to the Program of Rehabilitation Assistance described above, the gross benefit less reductions shall be further reduced by 50% of your Earnings from the lesser paid occupation elected, subject to the All Source Maximum described above.

### ***Termination of Benefit Payments***

Your disability benefit payments will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability such that you are prevented from performing the essential duties of:
  - your own occupation, during the Qualifying Period and the following 36 consecutive months, and
  - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 36 consecutive months specified above
- the date you do not attend an examination by an examiner selected by Manulife Financial
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit
- the date of your death

## **Your Group Benefits**

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### ***Recurrent Disability***

If you become Totally Disabled again from the same or related causes within 6 months from the end of the period for which Long Term Disability benefits were paid, Manulife Financial will treat the disability as a continuation of your previous disability.

You will not be required to satisfy the Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 6 months after the end of the period for which benefits were paid, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

### ***Waiver of Premium***

The premium for your Long Term Disability benefit will be waived during any period you are entitled to receive Long Term Disability benefit payments.

### ***Survivor Benefit***

If you die while disability benefits are payable, Manulife Financial will pay a benefit to your surviving dependents. In the event that surviving Dependent Children are under age 18, the benefit will be payable to the duly appointed guardian of your Children. If there are no surviving dependents, the benefit is payable to your estate.

The amount of the Survivor Benefit payable is 3 times your last monthly benefit payment, less the amount of any outstanding benefit overpayments.

### ***Submitting a Claim***

To submit a claim, you must complete the [Long Term Disability claim form](#) which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted to Manulife Financial within 6 months after termination of the first month following the Qualifying Period.

### ***Exclusions***

No benefits are payable for any disability related to:

- self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness
- the committing of or the attempt to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by Manulife Financial

## **Your Group Benefits**

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- a Pre-Existing Condition which causes disability within the first 6 months of your Long Term Disability coverage. A Pre-Existing Condition is any injury or illness (whether diagnosed or not) for which you were treated or attended by a physician, or for which drugs were prescribed, within 90 days prior to the effective date of your coverage.
- the portion of the period of disability while imprisoned in a penal institution or confined to a hospital, or similar institution, as a result of criminal proceedings
- the portion of the period of Disability during any leave of absence (including maternity leave)
- the portion of the period of Disability which commences on or after the date a strike or lay-off begins, subject to any provincial employment or labour standards act

