Equitable

Group Benefits Plan Booklet

CAUS Canadian Administrative Underwriting Services Inc.

(CUPE LTD Program)

POLICY# 813316 | CLASS 3

Policy #813316

Through **EQUITABLE®**, your Employer is providing you with the group benefits plan outlined in this booklet.

We know how important financial security is to you and your family. With this in mind your group benefits plan is designed to help meet some of your financial needs in the event of sickness or death.

We encourage you to read and understand the benefits that your Employer is providing for you. If you have any questions, please contact the person in your company who administers your group benefits plan.

Where provincial legislation permits, you may obtain copies of the application, evidence of insurability, policy and booklets.

We welcome you as a member of this Equitable group benefits plan.

Sincerely,

The Group benefits team

Call toll-free: 1.800.265.4556

IMPORTANT

This booklet is meant to provide information about your group insurance plan. It is not a legal contract. The master policy itself determines the benefits, amounts and effective dates that apply to you.

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Protecting your privacy

At Equitable, we are committed to protecting the confidentiality and security of your personal information. We follow the privacy principles established by the *Canadian standards association model code for the protection of personal information*.

To protect and safeguard your personal information, we have set up files in which we maintain your personal information that is needed to administer, service, underwrite, adjudicate and process all aspects of the group policy, including the payment of claims.

Your personal information may be accessed by, or exchanged with, authorized employees of Equitable and of relevant third parties. These third parties include service providers retained by us, reinsurers, other insurance companies, investigative organizations, health care providers (such as pharmacies, physicians and dentists) and any other person or party whom you authorize.

You have the right to access your personal information held in our files, subject to any legal or business restrictions. If applicable, you can have your personal information corrected.

For more information regarding our privacy policies, please refer to "*Our commitment to protecting your privacy*" which you can find on our website at **www.equitable.ca** under "Privacy".

You may contact us with any questions, concerns or suggestions with respect to our management of your personal information at the address below:

Chief Privacy Officer

One Westmount Road North

P. O. Box 1603, Station Waterloo

Waterloo, On

N2J 4C7

Telephone 1.800.265.8878

Facsimile 519.883.7425

Email: privacyofficer@equitable.ca

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This group insurance plan has been arranged by:
Working Enterprises Consulting & Benefit Services Ltd.
Head Office:
105-251 Lawrence Ave.
Kelowna, BC V1Y 6L2
CLAIMS SERVICES: Toll Free 1-855-894-8111
Local: 250-861-5200 Fax: 250-861-5201

Group benefits contact list

Group benefits administration

General policy Inquiries, personal information changes & web support

Hours of operation:	**Contact:**
8:15AM – 7:00PM EST	groupbenefitsadmin@equitable.ca
6:15AM – 5:00PM MST	Toll free: 1.800.265.4556
5:15AM – 4:00PM PST	Fax: 1.888. 878.7747

Group disability claims

Short term (STD) and long term disability (LTD) claim inquiries

Hours of operation:	**Contact:**
8:15AM – 5:00PM EST	group-disability-claims@equitable.ca
6:15AM – 3:00PM MST	Toll free: 1.800.265.4556
5:15AM – 2:00PM PST	Fax: 1.888.505.4373

Equitable fraud hotline

(Anonymous Call) Phone: 1.800.265.8899

EquitableHealth.ca

Health and wellness solutions that matter™

A standard feature of all Equitable® group benefit plans is the easy to access, reliable Canadian health and wellness resources available through EquitableHealth.ca®. This website connects you with Canadian health and wellness resources through the Equitable HealthConnector® platform and Homewood Health® Online.

HealthConnector – Supporting your health:

Whether you need help finding a doctor, are dealing with a family or personal issue, or are looking for valuable health resources, Equitable HealthConnector is there to support you. Go online and connect with the support and information you need. Call 1.800.265.4556 if you have any questions about Equitable HealthConnector.

The first time you visit EquitableHealth.ca, take a moment to click on *My Resources* to see all the health and wellness information and tools available to you through HealthConnector – it will be time well spent.

Homewood Health – Improving Life:

An important part of being truly healthy is recognizing and understanding the variety of factors that can impact your daily life. Homewood Health's online portal (Homeweb.ca/Equitable) provides access to a personalized library of tools, assessments and courses to help you better cope with everyday issues including work-life balance, parenting concerns, financial and legal issues and dealing with aging loved ones. You also have access to an interactive online Health Risk Assessment, and i-Volve, an innovative Cognitive Beharvioural Therapy program that provides support for managing anxiety or depression.

Plan member web services through EquitableHealth.ca

Plan member web services is the fast, convenient online way to access information about your group benefits whenever you need to. Plan member web services will help you understand and manage your group benefits more effectively and saves valuable time and effort by allowing you to:

- Get real time coverage information, claim status and claims history;
- Access claims and administration forms;
- View and confirm the details of your coverage, including information on your eligible dependents;
- Update personal information, including your address and banking information; and
- Sign up for Electronic explanation of benefits (E-EOB) and direct deposit payment E-solutions that will allow you to get your claim payments faster.

Use EZClaim online for fast claim submission!

Sign in to your Group Benefits account as a Plan Member.

Click *submit a claim* on the homepage and fill out the interactive health or dental claim form, attach your receipt and submit – it's that EZ!

If you require any assistance in signing up for or accessing your group benefits account, contact Group Administration at: 1.800.265.4556 or email groupbenefitsadmin@equitable.ca.

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Schedule of benefits

The Plan described in this booklet is effective as of October 1, 2019.

In this booklet "the Company", "we" and "us" means The Equitable Life Insurance Company of Canada.

IMPORTANT NOTE

The information in the Schedule of Benefits and Summary of health benefit maximums in this booklet is only a brief summary of your group plan. These pages outline the benefits, schedules, deductibles, reimbursement percentages and most of the maximums that apply to your plan.

See the descriptive pages following the Summary for more information you need to know, such as eligible expenses, exclusions, specific requirements (such as written prescriptions/referrals from your Physician), definitions of Practitioners (qualifications they must have), and other maximums that may apply.

Protecting you from fraud

Fraudulent claims can result in additional insurance costs for you and your Employer. Equitable wants to protect you from the negative results of such criminal activity. To do this, we focus on all means necessary to support the detection, investigation and prosecution of false, incomplete or misleading information. Such criminal actions will result in the claim being denied and coverage being removed.

If you believe someone is involved in fraudulent claims, you can call our anonymous HOTLINE at 1.800.265.8899.

Classification(s)

- Class 3: All Eligible Members of CUPE Local 391 Employed by Vancouver Public Library

General information

Maximum age for coverage:

(also refer to 6. "When does your insurance terminate" in the General provisions)**:**

- Long term disability terminates on your 65th birthday, less the elimination period.

Minimum number of hours per week employees must work to be eligible for coverage:

16 hours per week.

Waiting period:

(see the General provisions in this booklet for more important information)

- 3 months

Definition of "earnings":

If any benefits are based on earnings, "earnings" are defined as follows:

"**Gross earnings**" means your actual income from employment with this Employer. **It does not include:**

- bonuses
- dividends
- expense allowances (including car allowance)
- gratuities (tips)
- profit-sharing plans

or any other income that varies in amount and that you don't get on a regular basis.

If you receive commissions and they are to be included in the definition of "earnings", your earnings **will include your commissions** from the previous calendar year (from January to December), **based on a 1-year average**. If you didn't work for this Employer for a full calendar year, the amount of commissions you did earn will be prorated to reflect a full calendar year amount.

The amount of earnings used to calculate the benefit amounts you're entitled to will be the lesser of:

1. the earnings your Employer has reported at the time of a claim, or
2. the earnings reported by your Employer and for which premiums have been paid.

"**Net earnings**" means your gross earnings less tax, pension plan deductions, CPP/QPP, Quebec parental insurance plan (QPIP) and EI premiums.

Employee long term disability (L.T.D.) insurance

66.67% of your monthly earnings to the next higher $1.00 (if not already a multiple of $1.00) to a maximum benefit of $10,000 per month.

No-evidence limit:

Evidence of insurability is not required.

C.P.P./Q.P.P. offsets:

(see 3. Coordination of benefits in the L.T.D. section of this booklet for an explanation of offsets):

- Primary

All source maximum:

(See 3. Coordination of benefits in the Long term disability (L.T.D.) section in this booklet.)

In no case will the benefit amount be higher than 85% of your net earnings if your plan is non-taxable or 85% of your gross earnings if your plan is taxable. (See tax status below.)

Elimination period: (See Elimination period in 1. Description of this benefit in the L.T.D. section.)

- 182 consecutive days of disability

Benefit commencement date:

- 183rd consecutive day of disability

Maximum benefit period:

- to your 65th birthday

Partial disability:

Maximum benefit period for Partial disability: up to a maximum of 24 months beyond the benefit commencement date, but not beyond the "own occupation" period in the definition of "totally disabled" below.

Definition of “totally disabled” in respect of the L.T.D. benefit:

During the first 24 months of benefit payments, you must be unable to perform the essential duties of your own occupation as a result of injury or illness and you must not be working at any job. Availability of your own occupation is not relevant when assessing disability from your own occupation.

After that, you must be unable to perform the essential duties of any occupation that you’re qualified to do or that you might reasonably become qualified for through education, training or experience with earnings equivalent to the benefit amount provided under this plan. Availability of occupations is not relevant when assessing total disability from any occupation.

Note: If you lose your license or fail to pass a periodic examination required by the Ministry of transport or any other licensing body, this is not proof that you're totally disabled.

Maximums under 5. Retraining and re-employment benefits (Rehabilitation):

Family care expense credit per eligible child: $200 per month

Education expense credit per eligible dependent child: $200 per month

The maximum for the Family care expense credit and education expense credit combined cannot exceed $1,000 per month.

Number of months for which the Family care expense credit and education expense credit are eligible: 3 months.

L.T.D. survivor benefit:

The amount of your L.T.D. Survivor benefit will be equal to 3 times the amount of the monthly Long term disability benefit payment you received from Equitable immediately prior to the date of your death.

Tax status:

Benefit payments are taxable if your Employer pays any portion of the L.T.D. premium. According to information provided by your Employer and our current records, your L.T.D. benefit payments are **non-taxable** income to you and we will not provide you with a T4A. Any dispute regarding the taxation of your benefits shall be governed by applicable legislation and decisions of tax authorities. Please contact your group plan administrator or your tax advisor if you have any questions or concerns.

Note: The following pages are standard descriptive pages. Some sections will tell you to look on the Schedule of Benefits or Summary of health benefit maximums for the details that apply to your own group plan. It is very important that you read these descriptive pages as they provide information you need to know.

General provisions

1. WHO IS ELIGIBLE TO JOIN THE GROUP PLAN?

   You're eligible if you:

   - live in Canada and work primarily at a Canadian location as a permanent employee for this Employer, and
   - have provincial health care coverage in your province of residence, and
   - actively and regularly work "full-time" for this Employer ("full-time" means working the **minimum number of hours per week** shown in the Schedule of Benefits), and
   - belong in one of the Classifications shown in the Schedule of Benefits.

2. WHEN AM I ELIGIBLE TO JOIN THE GROUP PLAN - IS THERE A WAITING PERIOD?

   You are eligible to apply for coverage under this group plan after you have served the **waiting period** shown in the Schedule of Benefits.

3. HOW DO YOU JOIN?

   - Complete the required application form.
   - We must receive your application form **before** (but **not later than 31 days** after) you become eligible to join the group plan.

   Important: If we don't receive your form within the 31 days, you'll be a "**late applicant**". You must then provide **satisfactory evidence of insurability**. Your benefits will become effective on the date the evidence is approved by the Company. Some or all of your benefits could be declined or restricted.

4. WHEN DOES YOUR INSURANCE COVERAGE BECOME EFFECTIVE?

   You'll be given a **wallet card** showing the effective date of your entry into the group plan.

   If you're not actively at work on the date your benefits should take effect, your coverage will become effective on the date you return to active work. You must also be actively at work for any future increases in your coverage to be effective.

   You must be insured under this group plan to be eligible for any benefits.

5. WHAT CAN I DO WHEN I DISAGREE WITH A CLAIM DECISION?

   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* or other applicable legislation. With respect to disagreements with a notice of decline or termination of Short or Long Term Disability claims, you may appeal by submitting additional medical information within 60 days of the date of our notice.

6. WHEN DOES YOUR INSURANCE TERMINATE?

   Your insurance terminates on the earlier of the following dates:

   - on the date of your retirement, unless this group plan provides any benefits for retirees.
   - on the date you are no longer employed by the Employer
   - on the date your Employer terminates your coverage
   - on the date this group policy terminates
   - on the date you no longer qualify for coverage
   - on the date you reach the **maximum age for coverage** shown in the Schedule of Benefits

- on the date it is proven to the satisfaction of the Company that you have engaged in fraudulent activity with respect to claims under this policy.

7. EVIDENCE OF INSURABILITY

The Schedule of Benefits tells you if evidence of insurability is required for any amounts of insurance coverage. If the amount available without evidence (the no-evidence limit) changes under this group plan, the amount of coverage you're eligible for will be determined by the Company according to the terms of the master policy.

Employee long term disability (L.T.D.)

1. DESCRIPTION OF THIS BENEFIT

   This benefit replaces a portion of your employment earnings that you lose if you can't work because you become totally disabled (as defined in the Schedule of Benefits) from an injury (accident) or sickness prior to your 65th birthday and while you're insured under this group plan. While you're receiving L.T.D. benefit payments, the L.T.D. premium doesn't need to be paid.

   The Schedule of Benefits tells you:

   - the Long term disability schedule: How to calculate the amount of L.T.D. available (the amount actually payable is subject to #3 below).
   - the elimination period: This is the number of consecutive days that you are totally disabled (starting with the first day of disability) during which no benefits are payable. If, during the elimination period, you cease to be totally disabled and return to work for up to 30 calendar days for each return to work attempt, the elimination period and benefit commencement date shown in the Schedule of Benefits will be extended by the number of days you were not totally disabled and this disability will be treated as continuous. The elimination period and benefit commencement date cannot be extended by more than 60 calendar days.
   - the benefit commencement date: On what day payments begin, if you're disabled because of either injury or sickness.
   - Note: If you're eligible for Short term disability (S.T.D.) benefits from any group policy issued to your Employer, payments won't start under this L.T.D. plan until the maximum benefit period for S.T.D. has been reached.
   - the maximum benefit period: The maximum length of time benefits are payable during any one period of disability, whether from one or more than one cause.

   Long term disability benefits are **paid once a month**. Once your L.T.D. claim has been approved by the Company, payment is made at the end of each month for that particular month. Benefits are calculated on a **30-days-a-month** basis (1/30th of your Long term disability benefit will be payable for each day that you're eligible for disability payments).

   Benefits are **taxable** if your Employer pays any portion of the L.T.D. premium. We will withhold applicable income tax from your benefit payment in accordance with Canada Revenue Agency (CRA) guidelines. If L.T.D. is taxable, you'll be given a **T4A** for benefits received in a tax year and you must include the disability earnings when filing your income tax return.

2. GUARANTEED BENEFITS FOR SEVERE DISABILITIES

   If you are totally disabled due to a severe disability (as described below), benefit payments will continue, subject to the provisions of this policy, during the guaranteed period (defined below), provided:

   a) such total disability occurs while you are insured under this group plan and occurs within 180 days of the date you sustained the injury or disease, and

   b) you have completed the L.T.D. elimination period shown in the Schedule of Benefits, and

   c) satisfactory proof of your total disability is submitted to the Company, and

   d) the disability and payment of L.T.D. benefits are not excluded by the terms and conditions of the policy. "Guaranteed period" means the earlier of:

      (i) 24 consecutive months, or

      (ii) the number of months remaining until the maximum benefit period shown in the Schedule of Benefits is reached, or

      (iii) the date of your death.

The severe disabilities eligible for Guaranteed benefits are:

a) the total and irrecoverable loss of:

- sight in both eyes, hearing in both ears, or speech
- both hands or both legs
- one hand and one leg.

"Loss of" means:

- Sight, hearing and speech must be the complete loss.
- A leg must be severed through or above the knee joint.
- A hand must be severed through or above the wrist joint.

In all cases, the loss must be complete and irrecoverable and beyond remedy by surgical or other means:

- life-threatening cancer with uncontrolled growth and spread of malignant cells
- a severely disabling heart attack or stroke that results in one of the following, which may be expected to continue beyond the end of the guaranteed period or result in death prior to the end of the guaranteed period:
- a markedly restricted ability in transferring (described below under "Activities of daily living"), and the inability to safely and completely perform at least two of the other activities of daily living (ADL) described below without the assistance or verbal cueing of another person, or
- the loss of cognitive ability due to deterioration or loss in intellectual capacity which requires the need for assistance or verbal cueing of another person for your protection or the protection of others.

"Activities of daily living (ADL)" means:

- bathing: your ability to wash yourself, either in a bathtub or shower or by sponge bath, with or without equipment or adaptive devices, including the task of getting into or out of a bathtub or shower
- dressing: your ability, with or without the aid of assistive devices, to put on, take off, fasten or unfasten clothing and medically necessary braces or artificial limbs. You are not dependent for dressing if reasonable alterations to or changes in the clothing usually worn would enable you to dress without substantial physical assistance
- toileting: your ability to get to and from and on and off the toilet, with or without the aid of assistive devices, and perform associated personal hygiene
- transferring: your ability to move in and out of a chair or bed, with or without using equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices, including mechanical or motorized devices
- continence: your ability to either voluntarily control bowel and bladder function or, if incontinent, perform associated personal hygiene, including caring for a catheter or colostomy bag
- feeding: your ability to get food into your body, with or without the aid of assistive devices, through the mouth, or by a feeding tube. Feeding does not include cooking or preparing meals.

Occupational - 24-hour coverage

3. COORDINATION OF BENEFITS

The amount of L.T.D. you're eligible for (according to the L.T.D. schedule and the definition of "earnings" in the Schedule of Benefits) will be reduced by all of the following:

a) any benefits you receive or are entitled to receive from workers' compensation or similar law will be deducted dollar for dollar if they're payable for the same period of disability

b) any benefits you receive or are entitled to receive under the Canada pension plan (C.P.P.) or Quebec pension plan (Q.P.P.) will be deducted dollar for dollar if they're payable for the same period of disability (except for any cost-of-living increases made by C.P.P./Q.P.P. after your Long term disability payments start)

The L.T.D. section in the Schedule of Benefits tells you what C.P.P./Q.P.P. "offsets" (reductions) will apply for this group plan.

- "**full offsets**" means we'll deduct both the disability benefits that you yourself are eligible for ("**primary**" benefits) as well as benefits you're eligible for on behalf of your dependent children under age 18 ("**secondary**" benefits)
- "**Primary offsets**" means we'll deduct the disability benefits that you yourself are eligible for but not benefits you're eligible for on behalf of your dependent children, but we will take them into consideration under the "all sources" clause in (c) below
- "**nil offsets**" means we won't deduct either your own or your dependent C.P.P./Q.P.P. disability benefits, but we will take them into consideration under the "all sources" clause in (c) below

c) any benefits you receive or are entitled to receive from "**other sources**", including:

- benefits received or receivable from the Canada or Quebec pension plan for you and any dependents
- benefits received from the Quebec parental insurance plan
- benefits under the workers' compensation act or similar law
- remuneration from any employer, including monies paid as a result of termination or severance from employment
- loss of income or disability benefits provided under a group insurance contract
- retirement income and pension earnings
- loss of income damages from any completed or pending legal action
- loss of income or disability benefits provided under any government or regulatory body
- automobile income replacement insurance benefits, where permitted by legislation.
- loss of income or disability benefits from any other third parties not listed above, excluding loss of income or disability benefits from an individual disability insurance contract, bank loan insurance contract, and mortgage insurance contract.

If you're eligible for any income from (c) above, the L.T.D. benefit payable under this group plan will be reduced so that the total amount of benefits that you're eligible for from "all sources" (including this policy) are not more than the all source maximum shown in the Schedule of Benefits.

If you were already getting a disability pension (such as a War veterans pension) before you became disabled, we'll only include an increase in that pension when calculating the "all sources" clause.

Be sure you apply for any other disability benefits you may be eligible for.

We may pay the full L.T.D. benefit (without taking off the deductions shown above) for a short period of time, **as long as you agree to refund any overpayment** we make.

4. WHAT HAPPENS IF YOU BECOME DISABLED AGAIN (RECURRENT DISABILITY)?

If you recover and return to active work and then become disabled again, the new disability will be treated as if it is a continuance of the first disability if:

- you work for **less than 6 months** and become disabled again from the **same or related** causes.

Note: Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least 1 day.

If you recover and return to active work for this Employer and then become disabled again from the same cause(s) within 90 days after this group policy terminates, the new disability will be treated as if it is a continuance of the first disability, as long as you:

- returned to work for less than 6 months from the date you last received L.T.D. benefits under this policy, and
- are not eligible for benefits under any policy issued by another insurance carrier within 31 days after the date this policy terminated that replaces this policy and covers the same period of disability.

When the new (recurrent) disability is treated as if it were a continuation of the first (original) disability:

- you don't have to go through another elimination period
- the amount of benefit payable is based on the original period of disability
- the maximum benefit period available will be based on the original period of disability (benefits are payable for what's left of the original maximum benefit period)
- no L.T.D. benefits are payable under this policy if Short term disability (S.T.D.) benefits are payable for the same period of disability under any other group insurance policy issued to your Employer.

5. RETRAINING AND RE-EMPLOYMENT BENEFITS (REHABILITATION)

If you've been receiving L.T.D. disability benefits for some time, the Company may determine that a rehabilitation programme will be the best way to help you return to work. Note that the Company must approve any rehabilitation programme before you begin it.

While participating in the rehabilitation programme, L.T.D. benefits will continue to be paid to the earlier of:

- the length of time allowed (this will be determined by the Company, but would not be more than 24 months from the date you start the rehabilitation programme), or
- the date benefits would have stopped if you had remained totally disabled.

The Company may reimburse you for up to the following amounts for rehabilitation expenses, provided the Company determines these expenses are necessary to enable you to return to work and pre-approves them in writing. The expenses must have been paid by you and not be eligible for payment or reimbursement through any other source. Eligible expenses could include, but are not limited to:

- up to $5,000 for schooling and retraining
- up to $2,000 for occupational assessment, skills analysis and job search
- up to $5,000 for special assistive devices and equipment
- up to $5,000 for relocation.

The Company may, at its discretion, reimburse additional amounts and expenses, subject to the above conditions.

In order to help you return to work, the Company may reimburse up to $4,000 to the Employer for the costs incurred to make reasonable accommodations for you. Reasonable accommodations are changes made to your work environment, or to the way you perform your work. Eligible expenses include the cost of tools, equipment, furniture, computer software, or other necessary items. To be eligible, the following conditions apply:

- you must be participating in a rehabilitation programme approved by the Company, and

- the Employer's expenses are incurred in making reasonable accommodations for you, and
- the reasonable accommodations are approved in writing by the Company prior to implementation and before the expenses are incurred.

The Company may, at its discretion, reimburse additional amounts, subject to the above conditions.

If you're unable to continue in the rehabilitation programme because of total disability, further benefit payments will be considered under the recurrent disability clause (see #4 - What happens if you become disabled again).

While you participate in a rehabilitation programme approved by the Company, the amount of your monthly L.T.D. benefit payments may be reduced so that the income you get from "all sources" isn't more than 100% of your pre-disability earnings (adjusted for inflation).

To help you return to work in the rehabilitation programme, starting with the date you commence the rehabilitation programme, you may be eligible for:

- a monthly Family care expense credit for each eligible child, and
- a monthly Education expense credit for each eligible dependent child.

These credits will extend the all source limit allowed under the coordination of benefits clause.

The maximums for the Family care expense credit and Education expense credit are shown in the Schedule of Benefits.

Family care expenses are those you actually incur to provide care for your child so you can return to work under the rehabilitation programme. The child must be:

- under age 15, or dependent on you for support and maintenance because of a permanent developmental or physical disability.
- cared for by a child-care provider who is not ordinarily resident in your home or related to you by birth or marriage (or related to you through your spouse).

To be eligible for the Education expense credit, the dependent child must meet the definition of dependent child shown under 1. Who are my eligible dependents in the General provisions for dependents page.

Note: If you refuse to participate in any rehabilitation programme, assessment or employment that the Company deems to be appropriate, your L.T.D. benefit payments will stop.

6. WHEN L.T.D. BENEFITS ARE NOT PAYABLE

Benefits are <u>not</u> payable for disabilities in the following situations:

a) as a result of:

- wilfully self-inflicted injury or any suicide attempt (whether you're sane or insane)
- active participation in a riot, rebellion or insurrection
- war or hostilities of any kind (whether or not war is declared)
- committing or attempting to commit a criminal offence,
- operating a motor vehicle while you are a) deemed to be impaired by alcohol, drugs or other substances; or, b) over the legal limit for alcohol, drugs or other substances; based on the laws in the jurisdiction where you were located at the time the offense occurred.

b) any period of disability during a time when you're an inmate in a prison or correctional institution, or serving a sentence within the community, including house arrest, or

c) if total disability begins within 12 months of the effective date of your L.T.D. insurance under this policy, and the disability is a result of any condition or symptoms (diagnosed or not) for which you either received medical care, consulted a physician, were prescribed or received treatment, took prescribed drugs, or was referred to another medical specialist for consultation at any time during the 90-day period before your L.T.D. coverage became effective (unless this limitation is waived in the master policy), or

d) if you become disabled during a strike, lockout, layoff or leave of absence (including parental leaves of absence), no benefits are payable for the duration of the strike, lockout, layoff or leave of absence, however:

   if you're still totally disabled on your scheduled date of return to active, full-time work, you'll become eligible for disability benefit payments:

   I. on your scheduled date of return to work, provided the waiting period before payments begin (see * below) has expired and if your L.T.D. benefit has remained inforce, or

   II. on the benefit commencement date shown in the Schedule of Benefits, if later.

   (* this "waiting period" is the number of consecutive days you must be totally disabled before the benefit commencement date)

e) as a result of alcohol, drug or other addictive substance abuse (unless you're getting regular and personal medical supervision, treatment and counselling from a licensed medical doctor, rehabilitation centre or provincially designated institution that's approved by the Company), or

f) if you're not receiving regular and personal medical supervision and treatment that's satisfactory to the Company, by a physician or surgeon who is duly licensed to practice medicine and who is qualified to treat such disability in Canada, unless prior written approval is granted by Equitable for a physician or surgeon outside of Canada, or

g) during a period in which you are away from Canada for a period of seven or more consecutive days, unless prior written approval has been provided by Equitable.

7. WHAT HAPPENS IF YOU BECOME PREGNANT?

   If you have requested a maternity leave from your Employer, your leave will begin on the earlier of the date you and your employer have agreed the leave will begin, and the date your child is born. Your leave will end on the earlier of your scheduled return to work date and the actual date you return to work.

   The Company will determine which period of your maternity leave is health-related and which is non-health-related. The health-related period is the time that you are unable to work for health reasons relating to childbirth or recovery from childbirth. This period must be supported with appropriate medical documentation. Benefits will only be payable during the health-related period when required to comply with employment standards, human rights, employment insurance, or any other applicable legislation.

8. WHEN DO L.T.D. BENEFITS TERMINATE?

   a) on the date you're no longer "totally disabled" (according to #2 in this L.T.D. section and the definition of "totally disabled" shown in the Schedule of Benefits), or

   b) on the date the maximum benefit period is reached, or

   c) on your 65th birthday, or

   d) the date you retire, or the date you told your Employer that you intended to retire, or

   e) on the date you start any employment for pay or profit or any volunteer work (other than rehabilitative employment approved by the Company), or

   f) on the date you refuse to participate in any rehabilitation assessment, programme or employment considered appropriate by the Company, or

   g) on the date you fail to provide satisfactory evidence that you're still "totally disabled", or

   h) on the date you stop receiving regular and/or appropriate medical treatment (that is satisfactory to the Company) by a physician or surgeon, or

   i) on the date you leave Canada without receiving prior written approval from Equitable, or

   j) on the date of your death.

If this group policy terminates, you'll still be entitled to (or can apply for) disability benefits if you're totally disabled on the date the policy terminates and:

- you're receiving L.T.D. benefit payments, or
- you notify the Company of a pending L.T.D. claim within 30 days of the date of termination of this policy.

9. HOW TO SEND IN A CLAIM

Access Form 181 "**HOW DO I SUBMIT AN APPLICATION FOR LONG TERM DISABILITY BENEFITS?**" which is available on the Equitable public website www.equitable.ca. Follow the step-by-step instructions. If you don't have access to the website, contact us (see the telephone and extension number on the first page of this booklet).

The claim must be submitted within 90 days of the date you become disabled, even if you have submitted a Worker's Compensation claim, or a claim for benefits under an Automobile Insurance policy, or any other concurrent claim for wage loss benefits, based on the same illness or injury.

Important: If your insurance terminates, or if the L.T.D. benefit under this policy terminates, or if this group policy terminates, all claims that were incurred prior to the date of termination must be received by the Company within **90 days** of the date of termination.

Once we start paying benefits, **Form 422 - Supplementary report on claim for disability benefits** (to be completed by you and the doctor) or **Form 563** (to be completed by the doctor only) may be included with your cheque from time to time.

Benefit payments will stop and won't start again until the fully-completed form 422 (or Form 563) is returned to us, so please be sure it's sent back quickly.

10. HOW TO APPEAL A DECISION

With respect to disagreements with a notice of decline or termination of Long Term Disability claims, you may appeal by submitting additional medical information within 60 days of the date of our notice.

11. PARTIAL DISABILITY

If you're receiving L.T.D. benefit payments, and you return to work in a reduced capacity, the following provisions apply:

a) Your monthly L.T.D. benefits will continue to be paid while your earnings are 80% or less of the amount you earned before you became totally disabled. However, benefit payments will end on the earlier of:

   I. the date they would have stopped if you had remained totally disabled, or

   II. when the maximum benefit period for Partial disability shown on the Schedule of Benefits has been reached.

b) Your monthly income from all sources can't be more than:

- 90% of your **gross** earnings before you became totally disabled if the L.T.D. benefits are **taxable**, or
- 90% of your **net** earnings before you became totally disabled if the L.T.D. benefits are **not taxable**.

c) The "earnings" used in b) will be adjusted for inflation.

d) The Partial disability benefit payable will not be more than the amount you were eligible for according to the L.T.D. schedule.

e) Each month, you must provide proof satisfactory to the Company of the amount of your income from employment.

12. LONG TERM DISABILITY SURVIVOR BENEFIT

If you die while you're receiving L.T.D. benefit payments and the Company receives satisfactory written proof of your death, the Company will pay a Long term disability survivor benefit.

The amount of your Long term disability survivor benefit is shown on the Schedule of Benefits. It is payable to the beneficiary of your Employee life insurance, if that beneficiary meets the definition of "dependent" (see 1. Who are eligible dependents? under the General provisions for dependents in this booklet). If that beneficiary is not an eligible dependent, payment will be made to your estate.

If you're receiving L.T.D. benefit payments and are diagnosed as terminally ill, you may apply to receive the Long term disability survivor benefit prior to your death. The following applies:

a) A written request must be received by the Company asking that the benefit payment be considered, and

b) A Physician's statement must be submitted to the Company stating that, in the opinion of your physician, you have 12 or less months to live, and

c) The maximum amount payable will be equal to 3 times the amount of the monthly Long term disability benefit payment you receive from the Company.

If you choose to receive the Long term disability survivor benefit prior to your death, any balance will be payable to the applicable beneficiary.

About Equitable

At Equitable we believe in the power of working together. This guides how we work with each other. How we help our clients and partners. And how we support the communities where we live and work.

Together, with partners across Canada, we offer Individual Insurance, Group Insurance and Savings and Retirement solutions. To help our clients protect today and prepare tomorrow.

We believe the world is better when we work together to build an Equitable life for all.

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