

My group benefit plan



canada  lifeTM

I.A.M. LOCAL LODGE 11 HEALTH & WELFARE TRUST INCOME LOSS INDEMNITY PLAN (ILIP)

March 1, 2024

Employer Role

The employer's role is limited to providing employees with information and not advice.

This booklet contains important information and should be kept in a safe place known to you and your family.

The Plan is underwritten by



and arranged by

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This booklet was prepared on: September 5, 2024

PROTECTING YOUR PERSONAL INFORMATION

At Canada Life, we recognize and respect the importance of privacy. Personal information about you is kept in a confidential file at the offices of Canada Life or the offices of an organization authorized by Canada Life. Canada Life may use service providers located within or outside Canada. We limit access to personal information in your file to Canada Life staff or persons authorized by Canada Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law. Your personal information may be subject to disclosure to those authorized under applicable law within or outside Canada.

We use the personal information to administer the group benefits plan under which you are covered. This includes many tasks, such as:

- determining your eligibility for coverage under the plan
- enrolling you for coverage
- investigating and assessing your claims and providing you with payment
- managing your claims
- verifying and auditing eligibility and claims
- creating and maintaining records concerning our relationship
- underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- Canada Life's and its affiliates' internal data management and analytics
- preparing regulatory reports, such as tax slips

We may exchange personal information with your health care providers, your plan administrator, any insurance or reinsurance companies, administrators of government benefits or other benefit programs, other organizations, or service providers working with us or the above when relevant and necessary to administer the plan.

As a plan member, you are responsible for the claims submitted. We may exchange personal information with you or a person acting on your behalf when relevant and necessary to confirm coverage and to manage the claims submitted.

You may request access or correction of the personal information in your file. A request for access or correction should be made in writing and may be sent to any of Canada Life's offices or to our head office.

For a copy of our Privacy Guidelines, or if you have questions about our personal information policies and practices (including with respect to service providers), write to Canada Life's Chief Compliance Officer or refer to [**www.canadalife.com**](http://www.canadalife.com).

GROUP BENEFIT PLAN

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YOU SHOULD KNOW

Effective Date of Plan -	March 1, 2024
Effective Date of Revised Plan -	March 1, 2024
Covered Classes -	All eligible members

IMPORTANT

The insurance described in this group benefit plan is insured under Group Policy No. issued to the Contractholder by Canada Life. It is available to you if you are included in the covered classes shown above. Only the insurance for which you become insured will apply to you.

This booklet is a description of the group benefits at the date shown on the front cover.

Conformity with law

If any provision of this group benefit plan conflicts with any law which applies to individuals shown in the covered classes, the plan will be amended to conform to that law.

Access to documents

You have the right, upon request, to obtain a copy of the policy, your application and any written statements or other records you have provided to Canada Life as evidence of insurability, subject to certain limitations.

Cost

You will be advised of the amount of your **contribution** when you enroll for the insurance.

If you are in the employment of the employer on or after the effective date of plan shown above, you will be eligible for insurance on the later of:

- (1) the effective date of plan shown above; and
- (2) the first day of the month following the date on which you complete **3 months** of continuous employment on a permanent full-time basis or permanent reduced-time basis.

The insurance is described in the Summary and the insurance description pages. Be sure to read these pages carefully. They show when benefits are or are not payable, and outline the conditions, limitations and exclusions that apply to the insurance.

SUMMARY

INSURANCE FOR YOU

WEEKLY INDEMNITY INSURANCE

Weekly benefit: An amount equal to 55% of your weekly insurable earnings, such amount to be taken to the next higher multiple of \$1.00 if not already a multiple thereof.

Should you be entitled to periodic benefits from certain other sources during a disability, the amount of the weekly benefit payable may be reduced as explained later in the Weekly Indemnity Insurance description pages.

Taxability of weekly benefit: Since you pay the entire premium for this insurance, the weekly indemnity benefit payments are nontaxable.

Elimination period: Benefits will be payable for a total disability resulting from accidental injury or sickness after one calendar week of total disability.

Maximum disability benefit period: For any one period of total disability, benefits will be payable until the end of the 26-week period following the elimination period, but not beyond the date you are retired by the employer. However, no weekly indemnity benefits will be payable during the 26-week period when disability benefits would normally be paid under the *Employment Insurance Act* (Canada), whether or not you are eligible for such benefits and whether or not you are actually receiving any such benefits. The benefit period will resume for 11 weeks after this 26-week period has elapsed.

If you recover on an assigned regular day off, you will be entitled to benefit payment up to the date you were scheduled to physically return to work; however, such period of payment is not to exceed 5 days from the date of recovery.

Benefit period: Benefits will be payable for a total disability to the earliest of:

- (1) the end of a period of 63 weeks during which the benefits are paid,
- (2) the end of the period of total disability due to the illness or injury,
- (3) the date you retire, and
- (4) the date of your separation from employment for any reason other than illness or injury, where notice of the separation was given before the onset of the illness or the occurrence of the injury.

Termination: At your attainment of age 65 or your retirement, if earlier.

LONG TERM DISABILITY INSURANCE

Monthly benefit: An amount equal to 50% of your monthly earnings

Taxability of monthly benefit: Since you pay the entire premium for this insurance, the long term disability benefit payments are nontaxable.

Initial assessment period: The initial assessment period is the elimination period plus 12 months of disability. During this period, your disability is assessed on the basis of the duties you regularly performed for the employer before disability started.

Adjusted benefit: For any calendar month, the adjusted benefit is equal to the excess, if any, of (1) your monthly benefit over (2) your nonduplication offset for that calendar month, determined from the applicable nonduplication offset supplement to this monthly benefit. In making such determination, periodic benefits (this does not include Canada Pension Plan or Quebec Pension Plan benefits to which another person who is 18 or more years of age is entitled) set forth in said supplement shall be considered only to the extent that they exceed 85% of your net monthly earnings.

Elimination period: Benefits will be payable for each period of total disability after 64 weeks of continuous total disability with no interruption in disability greater than 90 days for the same condition and no greater than 30 days for an unrelated condition; or, if later, on the date that any payment of benefits under any banked sick time period, weekly income and sickness insurance or the *Employment Insurance Act* (Canada), ends.

Maximum disability benefit: For total disability due to sickness or injury - benefits to your attainment of age 65 or, if earlier, the normal retirement age established by the employer for the class of employees to which you belong.

If you recover on an assigned regular day off, you will be entitled to benefit payment up to the date you were scheduled to physically return to work; however, such period of payment is not to exceed 5 days from the date of recovery.

Termination: Earlier of recovery, the end of the month following your attainment of age 65 minus the elimination period, retirement or death.

DEFINITIONS

The following definitions apply throughout this group benefit plan unless a term is defined differently within a specific insurance for the purpose of that insurance.

ACTIVELY AT WORK means you are working at your usual place of employment and performing all of the usual and customary duties of your occupation on a regular full-time or reduced-time basis. A member who is on strike, layoff or leave of absence will not be considered actively at work.

BENEFITS means any amounts which become payable under an insurance.

CANADA LIFE means The Canada Life Assurance Company.

CONTRACT means **Group Insurance Policy**

CONTRACTHOLDER means I.A.M. Local Lodge 11 Health & Welfare Trust Income Loss Indemnity Plan (ILIP) in its capacity as the **Policyholder** of Group Insurance Policy

COVERED PERCENTAGE is the percentage of eligible charges shown in the Summary, which will be reimbursed under an insurance after satisfaction of the deductible.

COVERED PERSON is an individual who is covered for employee insurance.

EARNINGS means your basic earnings from the employer, including longevity pay, but exclusive of sporadic bonus and overtime pay, for normal work weeks (including retroactive earnings adjustments negotiated between the Union and AVCORP Industries Inc.

EMPLOYER means AVCORP Industries Inc.

FULL-TIME BASIS means you regularly work at least 20 hours per week for the employer.

HE or SHE and HIS or HER refers to all genders.

MATERNITY LEAVE OF ABSENCE means:

- (1) any period of maternity leave you take in accordance with a federal or provincial law pursuant to mutual agreement between you and your employer; or
- (2) any period of maternity leave which the employer requires you to take in accordance with a federal or provincial law.

MEMBER means an individual who is covered by a collective agreement existing between the employer and the Union and who is eligible under one or more insurance of the group policy.

PHYSICIAN means a duly licensed doctor of medicine (M.D.).

REDUCED-TIME BASIS means you regularly work for the employer at least the minimum number of hours in the normal work week established by the employer.

UNION means I.A.M. Local Lodge 11.

YOU means the member.

WHO IS ELIGIBLE TO BECOME COVERED

FOR MEMBER INSURANCE

You are eligible for member insurance when you:

- (1) are within the covered classes shown on the You Should Know page;
- (2) are working on a full-time or reduced-time basis; and
- (3) have completed the waiting period shown on the You Should Know page.

If your insurance ends because of leave of absence, layoff or disability and if you have prepaid your contributions for insurance, you will be considered to be a member of your insurance class for a period of up to 12 months from the commencement date of termination. If you become disabled during this period for which your insurance has been continued, you will be eligible for benefits on the later of the day following the last day of the elimination period and the recall date you were originally scheduled to return to work.

FOR MEMBER INSURANCE

Any individual residing outside of Canada will not be eligible to be covered, unless an exception is requested by the employer and approved in writing by Canada Life.

EFFECTIVE DATE OF INSURANCE

MEMBER INSURANCE

The effective date of your insurance will be the latest of the following dates:

- (1) the date you become eligible for member insurance;
- (2) the date your completed written application is received by the employer, provided application is made within 31 days of your date of eligibility. However, if you apply later than 31 days after your date of eligibility, you must provide evidence of insurability and the effective date of your insurance will be the date Canada Life approves the evidence.
- (3) When your insurance exceeds the no evidence limit shown in the Summary, the excess insurance will be effective on the date Canada Life approves the evidence of insurability.

CHANGE IN INSURANCE

If your insurance changes due to a change in earnings or classification, or as a result of a plan change, your insurance will not be adjusted until the first day, on or after the date of the change, on which you are actively at work and the appropriate contribution is being made.

TERMINATION OF INSURANCE

MEMBER INSURANCE

Your insurance will terminate on the earliest of the following dates:

- (1) the date you cease to be a member of any eligible class because of termination of employment (described below) with the employer or for any other reason;
- (2) the date your class is terminated;
- (3) the date you attain the termination age shown in the Summary; and
- (4) the date the contract terminates.

Termination of employment

For the purposes of the contract, your employment will be considered to terminate when you are no longer actively at work for the employer. However, if you are absent from work for any of the reasons described in the Continuation of Insurance During Absence From Work section below, the employer may, without discrimination among persons in like circumstance, consider you as not having terminated employment for the purposes of the contract and as continuing to be a member of any eligible class, and insurance will then be continued as outlined in the section below.

CONTINUATION OF INSURANCE DURING ABSENCE FROM WORK

Your insurance will be continued while you are absent from work, as follows:

- (1) **If you are granted a leave of absence for less than one year**, you must prepay contributions for your insurance to be considered a member of your coverage class for a period of up to 12 months from the commencement date of the leave of absence. If you become disabled due to pregnancy while on maternity leave of absence and your insurance has been continued, the leave will end on the 1st day you are disabled. For the purposes of this insurance, the maternity leave of absence will resume when you are no longer disabled. If you become disabled while on approved leave of absence other than maternity leave of absence and your insurance has been continued, the elimination period will begin immediately, but monthly benefits will not be payable until the date on which you are scheduled to return to work.
- (2) **If you are granted a leave of absence for more than one year**, no insurance under the plan will be provided; therefore, no contributions for insurance will be paid. If you become disabled during this leave of absence for which insurance has not been continued, you will not be eligible for benefits as a result of such disability. You must be actively at work for 3 months in order to re-qualify for eligibility under the income loss indemnity plan.

- (3) **In the event of a temporary layoff or work stoppage**, and if you have prepaid your contributions for insurance, you will be considered to be a member of your insurance class for a period of up to 12 months from the commencement date of the layoff or work stoppage. If you become disabled during this period for which your insurance has been continued, you will be eligible for benefits on the later of the day following the last day of the elimination period and the recall date you were originally scheduled to return to work.
- (4) **If you are on a layoff or work stoppage for more than one year**, no insurance under the plan will be provided; therefore, no contributions for insurance will be paid. If you become disabled during this period for which your insurance has not been continued, you will not be eligible for benefits as a result of such disability. You must be actively at work for 3 months in order to re-qualify for eligibility under the income loss indemnity plan.
- (5) **If you are suspended by the employer**, and if you have prepaid your contributions for insurance, you will be considered to be a member of your insurance class. If you become disabled during this period for which your insurance has been continued, you will be eligible for benefits on the later of the day following the last day of the elimination period and the date you were originally scheduled to return to work.
- (6) **If you are suspended pending discharge**, no insurance under the plan will be provided; therefore, no contributions for insurance will be paid. If you become disabled during this period for which your insurance has not been continued, you will not be eligible for benefits as a result of such disability. However, if you are reinstated and if you have paid your contributions for insurance for the period of suspension, you will be considered to be a member of your insurance class. If you become disabled during the period for which your insurance has been continued, you will be eligible for benefits on the later of the day following the last day of the elimination period and the date you were reinstated.

In no event will you be allowed to pre-pay your premiums beyond 12 months.

GENERAL INFORMATION

BENEFICIARY RULES

"Beneficiary" means the person you designate in writing to receive the benefits.

Benefits becoming payable under the contract on account of your death will be paid to your named beneficiary. Any benefit amount for which you have not named a beneficiary or there is no surviving beneficiary at your death will be paid to your estate.

You may make, alter, or revoke a designation of beneficiary as permitted by law. Any designation of beneficiary you made under your employer's previous policy prior to the effective date of this policy applies to this policy until you make a change to that designation. You should review your beneficiary designation from time to time to ensure that it reflects your current intentions. You may change the designation by completing a form available from your employer.

If there is more than one beneficiary and the form does not specify their shares, the beneficiaries will share equally.

If a beneficiary dies before you, that beneficiary's interest will end. It will be shared equally by any remaining beneficiaries unless the designation form states otherwise.

CLAIM RULES

Proof of loss

The time limits for submitting proof of loss under an insurance are described in the applicable insurance description page.

Failure to furnish any such proof within the time required will not invalidate or reduce any such claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

Quebec time limit for the payment of benefits

Where Quebec law applies, Canada Life will pay benefits in accordance with the terms set out in this policy within the following time period:

Disability income benefits – for which there is no waiting period, 30 days following the receipt of the required proof of loss. For disability income benefits for which there is a waiting period, 30 days from the expiry of the waiting period provided the required proof of loss has been received.

Physical examination and autopsy

Canada Life, at its own expense, will have the right and opportunity to have any covered person, whose injury, sickness or treatment is the basis of a claim, examined by a physician or dentist designated by Canada Life when and as often as it may reasonably require during the period of a claim under the contract and, in a case of death, to have an autopsy performed where it is not forbidden by law.

Appeals

You have the right to appeal a denial of all or part of the insurance or benefits described in the contract as long as you do so within one year of the initial denial of the insurance or a benefit. An appeal must be in writing and must include your reasons for believing the denial to be incorrect.

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), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

OVERPAYMENT OF BENEFITS

Nothing in this group benefit plan will prevent Canada Life from recovering any overpayment of benefits from the person or organization to whom such payment has been made, irrespective of the cause of such overpayment.

If benefits are paid that were not payable under the policy, you are responsible for repayment within 30 days after Canada Life sends you a notice of the overpayment, or within a longer period if agreed to in writing by Canada Life. If you fail to fulfill this responsibility, no further benefits are payable under the policy until the overpayment is recovered. This does not limit Canada Life's right to use other legal means to recover the overpayment.

TO WHOM PAYABLE

Benefits under an insurance will be payable to you unless otherwise specified within the insurance.

WEEKLY INDEMNITY INSURANCE

FOR YOU

DEFINITIONS

Where used in this insurance, the following words or phrases have the meanings set forth below:

- (1) "Hospitalization" means confinement as an inpatient in a hospital, on the orders of a physician, and a room and board charge is made.
- (2) "Maternity leave of absence" means:
 - (a) any period of maternity leave taken by you in accordance with a federal or provincial law or pursuant to mutual agreement between you and the employer; or
 - (b) any period of maternity leave which the employer requires you to take in accordance with a federal or provincial law.

The period of maternity leave will commence on the earlier of the elected date of the leave and the date of delivery, and will end on the day you are scheduled to return to work.

- (3) "Total disability" or "totally disabled" means that because of accidental bodily injury or sickness you are:
 - (a) not able to perform any and every duty pertaining to your occupation; and
 - (b) not working for wage or profit.

A. BENEFITS FOR DISABILITY

A weekly benefit (shown in the Summary) will be paid if you become totally disabled while covered for this insurance and are under the regular care of a physician. The weekly benefit is subject to section B. Benefit Amount and Integration With Other Benefits.

Payments will start when the elimination period (shown in the Summary) has been completed and will continue while you are totally disabled up to the maximum benefit period (shown in the Summary).

Payment will be made bi-weekly in arrears, computed from the end of the elimination period, provided you submit satisfactory evidence of continuing total disability as requested by Canada Life.

Benefits for part of a week will be paid at the rate of one-seventh of the weekly benefit rate multiplied by the number of days you are totally disabled during that week.

B. BENEFIT AMOUNT AND INTEGRATION WITH OTHER BENEFITS

The weekly benefit will be reduced by the total of the following amounts, if any, payable for the same period of total disability:

- (1) The amount of any income replacement benefits payable (or which would have been payable upon proper application) under any government plan of automobile insurance which has been approved as an acceptable limitation under the *Employment Insurance Act* (Canada).
- (2) The amount of any income replacement benefits payable (or which would have been payable upon proper application) under any Workers' Compensation Act or similar law. Any week for which the payable weekly benefit is zero will count towards the maximum benefit period.
- (3) The amount of any disability pension benefits to which you are entitled on the basis of your disability under the Canada/Quebec Pension Plan.
- (4) The amount of any income received from any occupation or business for remuneration or profit.

Any increase in the amounts described above, that becomes effective after the initial rate for such benefits is set, will not further reduce your weekly benefit rate.

If you receive a lump-sum settlement for any of the benefits described above, your weekly benefit will be reduced by the amount you would receive if the payments were made on a weekly basis.

C. RECURRENT DISABILITIES

Separate periods of total disability commencing while you are a covered individual will be considered one period of total disability unless-

- (1) the periods of disability are separated by at least 90 days of your compliance with the actively at work requirement of the Definitions, or
- (2) the later period of disability results from causes entirely unrelated to the cause of an earlier period of disability and the periods of disability are separated by at least 30 days of your compliance with the actively at work requirement of the Definitions.

D. REHABILITATION PROVISION FOR DISABILITY BENEFITS

Rehabilitation status: If you are receiving benefits for disability under this insurance and make advance written request, Canada Life may consider you on "rehabilitation status" for a limited duration not exceeding 6 months. Canada Life will determine, and notify you in writing of the duration of any rehabilitation status.

In the same manner, your rehabilitation status may be extended or renewed by Canada Life from time to time, but not for more than 6 months at a time. In no event shall the aggregate duration of your rehabilitation status exceed 24 months for all disability due to the same or related causes.

In the same manner, Canada Life will consider any request for an additional period up to 6 months.

Effect of rehabilitation status: If you are on rehabilitation status and engage in any gainful occupation you will not be considered as failing to satisfy the requirements for being totally disabled while that status continues. However, while you are on rehabilitation status, short term disability benefits will be calculated in the following manner: if you are working 75% of your regular schedule, the short term disability insurance will pay 25% of the regular benefit; if you are working 50% of your regular schedule, the short term disability insurance will pay 50% of the regular benefits; if you are working 25% of your regular schedule, the short term disability insurance will pay 75% of the regular benefit.

E. LIMITATIONS AND EXCLUSIONS

Benefits will not be payable for any period of total disability under the following circumstances:

- (1) Any period of time that you are not under the regular care of a physician. Any such period will also be excluded when determining the benefit commencement date.
- (2) Any disability caused by or in any way related to the performance of a surgical procedure elected for cosmetic purposes except where the need for surgery is attributable to an illness or injury.
- (3) Any disability caused by or in any way related to the performance of a surgical procedure elected for cosmetic purposes.
- (4) Any disability caused, or contributed to, by war or any act of war ("war" means declared or undeclared war and includes resistance to armed aggression).
- (5) Any disability caused by, contributed to by, or resulting from alcoholism or drug addiction, unless you (1) are confined in hospital or other institution qualified to provide care and treatment for alcoholism or drug addiction and is under the continuous care of a fully licensed doctor of medicine (M.D.) or (2) are undergoing regular rehabilitative treatment supervised by a duly licensed doctor of medicine (M.D.) approved in writing by Canada Life.

- (6) Any illness or injury commencing during a leave of absence when you do not prepay disability premiums as required by the policy for continuance of insurance.
- (7) Any illness or injury sustained while committing a criminal offence.
- (8) While you are an inmate of a prison or similar institution.

F. THIRD PARTY CLAIM

If you receive benefits under this insurance and seek compensation from a third party for causing you to become totally disabled, the claim for compensation will include reimbursement for loss of earnings. If you are awarded compensation, you will have to refund to Canada Life any benefits received under this insurance for such disability, up to the amount awarded under the third party claim.

G. PROOF OF CLAIM

Written proof of claim must be provided not later than 90 days after the end of each month or lesser period for which Canada Life is liable under the insurance.

LONG TERM DISABILITY INSURANCE

FOR YOU

DEFINITIONS

Where used in this insurance, the following words and phrases have the meanings set forth below:

(1) "Maternity leave of absence" means:

- (a) any period of maternity leave taken by you in accordance with a federal or provincial law or pursuant to mutual agreement between you and the employer; or
- (b) any period of maternity leave which the employer requires you to take in accordance with a federal or provincial law.

The period of maternity leave will commence on the earlier of the elected date of the leave and the date of delivery, and will end on the day you are scheduled to return to work.

(2) "Rehabilitative employment" means any work for wage or profit approved by Canada Life and performed by you while you are unable to work on a full-time or reduced-time basis.

(3) You are totally disabled for the purposes of this insurance only while satisfying both of the following requirements:

- (a) due to sickness or accidental bodily injury, you (a) are completely unable to perform any and every duty pertaining to your occupation with the employer and (b) after the initial assessment period (see Summary), is completely unable to engage in any and every gainful occupation for which you are reasonably fitted by education, training or experience.
- (b) you are not engaged in any gainful occupation and is not confined in a penal institution or other house of correction as a result of conviction for a criminal or other public offence.

A. BENEFITS FOR DISABILITY

A monthly benefit (shown in the Summary) will be paid if you become totally disabled while covered for this insurance, are under the regular care of a physician, and are younger than age 65. The monthly benefit is subject to section B. Benefit Amount and Integration With Other Benefits.

Payments will start when the elimination period (shown in the Summary) has been completed and will continue while you are totally disabled up to the maximum benefit period (shown in the Summary).

Payment will be made monthly in arrears, computed from the end of the elimination period, provided you submit satisfactory evidence of continuing total disability as requested by Canada Life.

Benefits for part of a month will be paid at the rate of one-thirtieth of the monthly benefit rate multiplied by the number of days you are totally disabled during that month.

Premiums will be waived when the elimination period has been completed and for as long as you are totally disabled.

B. BENEFIT AMOUNT AND INTEGRATION WITH OTHER BENEFITS

The amount of monthly benefit will be directly reduced by the total of the following amounts, if any, payable to you for the same period of total disability:

- (1) Periodic benefits (including any commutation of such benefits) for loss of time on account of disability arising out of employment with the employer, under or by reason of any workers compensation law, occupational disease law, or similar legislation.
- (2) Periodic benefits, for loss of time on account of disability, under or by reason of -
 - (a) any insurance, health or welfare plan, or other employee benefit plan where the employer directly or indirectly has paid any portion of the cost or made payroll deductions.
 - (b) the Canada Pension Plan, Quebec Pension Plan, or United States Social Security Act (as said Plan or Act is amended from time to time), to which you are entitled on your own behalf, as well as any increase in benefits effected by amendment to such Plan or Act after benefits become payable under the insurance for that period of disability.
 - (c) any government plan for automobile insurance designed to provide income replacement benefits but, for any period of disability, not including any increase in benefits effected to such plan after benefits become payable under the insurance for that period of disability.
 - (d) any Federal, Provincial, or State law of Canada or the United States, other than any law providing benefits or payments on account of military service.
 - (e) any court awards you receive directly or indirectly with respect to such loss of time.
- (3) The amount of any income received from any occupation or business for remuneration or profit.
- (4) Periodic benefits, in the nature of early retirement benefits under or by reason of any insurance, annuity, or pension contract, or any welfare plan or other employee benefit plan, where the employer directly or indirectly has paid any portion of the cost or made payroll deductions. However, any such benefits available at your election, whether or not you are disabled, are included under this (4) only if elected.
- (5) Periodic benefits, on account of disability, under any group life insurance where the employer directly or indirectly has paid any portion of the cost or made payroll deductions, but only if you elect to receive such benefits.

- (6) Periodic benefits under (1) the Canada Pension Plan or Quebec Pension Plan or (2) the United States Social Security Act (as said Plan or Act is amended from time to time) for any month after your attainment of age 65. However, this (6) does not include:
- (a) benefits for any month prior to your attainment of age 65, unless you elect to receive benefits for that month.
 - (b) any increase in benefits effective under said Plan or Act as a result of amendment thereof after benefits become payable under the insurance for that period of disability.
 - (c) benefits payable to your dependents on the basis of your employment and earnings record.

Any cost-of-living increase in the amount described in (2)(b) above, that becomes effective after a monthly benefit becomes payable under this insurance, will not further reduce your monthly benefit.

Canada Life reserves the right to estimate the amount of any benefits payable under (2)(b) above, until such time as evidence of either the exact amount of such benefits, or that you are not eligible for such benefits, is furnished.

If you receive a lump-sum settlement for any of the benefits described in section B., your monthly benefit will be reduced by the amount you would receive if the payments were made on a monthly basis.

C. RECURRENT DISABILITIES

If a period of total disability commences while you are a covered individual and after a prior period of total disability for which any benefits were payable under this insurance, the subsequent period will be considered a continuation of the prior period unless:

- (1) the periods of are separated by an interval during which you have performed all the important duties of a gainful occupation with the employer on a full-time basis for at least 90 consecutive days, or
- (2) the periods are due to entirely unrelated causes and are separated by an interval during which you have performed all the important duties of a gainful occupation with the employer on a full-time basis for at least 30 days.

D. VOCATIONAL REHABILITATION BENEFIT

Rehabilitation status: If you are receiving benefits for disability under this insurance and makes advance written request, Canada Life may consider you on "rehabilitation status" for a limited duration not exceeding 6 months. Canada Life will determine, and notify you in writing of the duration of any rehabilitation status.

In the same manner, your rehabilitation status may be extended or renewed by Canada Life from time to time, but not for more than 6 months at a time. In no event shall the aggregate duration of your rehabilitation status exceed 24 months for all disability due to the same or related causes.

In the same manner, Canada Life will consider any request for an additional period up to 6 months.

Effect of rehabilitation status: If you are on rehabilitation status and engage in any gainful occupation you will not be considered as failing to satisfy the requirements for being totally disabled while that status continues. However, while you are on rehabilitation status, long term disability benefits will be calculated in the following manner: if you are working 75% of your regular schedule, the long term disability insurance will pay 25% of the regular benefit; if you are working 50% of your regular schedule, the long term disability insurance will pay 50% of the regular benefit; if you are working 25% of your regular schedule, the long term disability insurance will pay 75% of the regular benefit.

Benefits for expenses of vocational rehabilitation:

Canada Life, after consulting with your physician, may determine that a program of vocational rehabilitation (a) is within the ability of a totally disabled person who is or may become entitled to benefits under this insurance for that disability and (b) should result in you becoming self-supporting. Canada Life will notify you in writing, of the conditions under which payment for expenses of such a program will be made, including the type of expenses to be covered and the duration during which they may be incurred. If you agree to undertake that program, benefits will be payable in the amount charged for the covered expenses, up to \$10,000. If you refuse to participate in a rehabilitation program approved by your physician and Canada Life, long term disability benefits will not be payable under this insurance.

Benefits will not be provided to the extent that insurance for the expenses is required to be provided or is available without cost to you under any law or governmental program providing for vocational rehabilitation.

E. LIMITATIONS AND EXCLUSIONS

Benefits are subject to the following limitations:

(1) Pre-existing condition

Benefits are not payable for a period of total disability which commences within 12 months of the date of becoming covered and is due to a pre-existing accidental bodily injury or sickness, nor for any related later period of total disability.

"Pre-existing accidental bodily injury or sickness" means one for which medical expenses were incurred during the 90 days immediately preceding the date you became covered under this insurance.

A "later period of total disability" is considered related to a prior period only if the 2 periods are due to the same accidental bodily injury or sickness and are not separated by:

- (a) your return to work on a full-time or reduced-time basis; and
- (b) a continuous period of at least 90 days, during which:
 - (i) you are actively at work; and
 - (ii) you incur no medical expenses related to that accidental bodily injury or sickness.

(2) Out of Canada

Benefits will be discontinued during any period that you are out of Canada unless:

- (a) you are receiving regular and continuous treatment from a physician; and
- (b) evidence satisfactory to Canada Life of regular and continuous treatment is given to Canada Life within 30 days of your departure and thereafter as often as Canada Life reasonably requires.

During this period Canada Life reserves the right to have a physician of its choice examine you.

Benefits will not be payable for any period of total disability under the following circumstances:

- (1) Any period of time that you are not under the regular care of a physician. Any such period will also be excluded when determining the benefit commencement date.
- (2) Any period of time that you are confined in a penal institution or other house of correction.
- (3) Any disability caused by or in any way related to the performance of a surgical procedure elected for cosmetic purposes except where the need for surgery is attributable to an illness or injury.
- (4) Any disability caused by or in any way related to the performance of a surgical procedure elected for cosmetic purposes.
- (5) Any disability caused, or contributed to, by war or any act of war ("war" means declared or undeclared war and includes resistance to armed aggression).

- (6) Any disability caused by, contributed to by, or resulting from any travel or other movement by means or, or descent from or with any kind of moving aircraft aboard which you have any duties relating in any way to such aircraft or to its operation, equipment, passengers or crew or aboard which he or she is giving or receiving training for such duties ("aircraft" includes rocket craft or any other vehicle, conveyance, or device designed for travel or other movement in or beyond the earth's atmosphere).
- (7) Any disability caused by, contributed to by, or resulting from alcoholism or drug addiction, unless you (1) are confined in hospital or other institution qualified to provide care and treatment for alcoholism or drug addiction and are under the continuous care of a fully licensed doctor of medicine (M.D.) or (2) are undergoing regular rehabilitative treatment supervised by a duly licensed doctor of medicine (M.D.) approved in writing by Canada Life.

F. THIRD PARTY CLAIM

If you receive benefits under this insurance and seek compensation from a third party for causing you to become totally disabled, the claim for compensation will include reimbursement for loss of earnings. If you are awarded compensation, you will have to refund to Canada Life any benefits received under this insurance for such disability, up to the amount awarded under the third party claim.

G. PROOF OF CLAIM

Written proof of the loss under an insurance upon which claim may be based must be furnished to Canada Life within 90 days after the end of each month or lesser period for which Canada Life is liable under the insurance.



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