



## Your Group Benefits Booklet

### **Halifax Regional Municipality**

Halifax Civil Workers Union CUPE Local 108

Group Policy Number:  
14037

Updated Effective Date:  
April 1, 2021



## Welcome to your Group Benefits Plan

Your group benefits coverage provides you with the peace of mind that you and your family are protected today and in the future.

This program is insured by Blue Cross Life Insurance Company of Canada, which will be referred to as “Blue Cross” for convenience of reference.

Our commitment to service, innovative solutions and technological expertise mean you can rest easy because at Blue Cross, we’re always there for you.

### About this Booklet

**This booklet, together with your identification card, contains important information about your group benefits coverage. You should keep them in a safe place for future reference.**

This booklet summarizes the important features of your group benefits coverage. It is prepared as information only, and does not, in itself, constitute an agreement. The exact terms and conditions of your group benefits coverage are described in the group policy held by your employer. In the event of a difference of wording of the group policy, the group policy will prevail, to the extent permitted by law.

Your booklet is divided into the following sections:

- **Summary of Benefits:** Outlines the main features of each benefit. It is important to read your Summary of Benefits along with the benefit details to ensure you fully understand your benefit coverage.
- **Coverage Details:** Contains important information regarding the eligibility requirements for your group benefits coverage. This includes when your coverage begins and ends, plus other useful information to help you take advantage of the coverage available to you.
- **Rights and Responsibilities under the Policy:** Outlines your responsibilities under the group policy (such as your responsibility to notify your employer upon change in status) and your rights (for example your right to privacy).
- **How to Submit a Claim and Obtain More Information:** Provides additional information on how you can submit claims and obtain more information regarding your coverage.
- **Helpful Tips:** Throughout this booklet we provide useful tips to help you better understand and get the most out of your group benefits.



#### Helpful Tip

Take a tour in the Member Centre section at [www.medavie.bluecross.ca](http://www.medavie.bluecross.ca)

### Medavie Mobile App

Submit a claim, access an electronic version of your ID card, check coverage, find a health professional in your area, and much more! Visit [www.medavie.bluecross.ca/app](http://www.medavie.bluecross.ca/app) for more information or to download the app.

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**Summary of Benefits**

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**Member Life Benefit**

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<b>Benefit Formula</b>	2 times the annual Salary
<b>Benefit Maximum</b>	\$200,000
<b>Non-Evidence Limit</b>	\$200,000
<b>Terminal Illness Benefit</b>	Included
<b>Benefit Reduction</b>	The amount of coverage reduces by 50% at age 65
<b>Termination</b>	When the Member reaches age 70

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**Dependent Life Benefit**

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<b>Benefit Amount</b>	
Spouse	\$6,000
Child*	\$3,000/Child
<b>Termination</b>	When the Member reaches age 65 or retires

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\*From 14 days after birth.

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**Summary of Benefits**

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**Optional Life Benefit**

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**Benefit Formula**

Member Maximum	Units of \$10,000 Maximum of \$300,000
Spouse Maximum	Units of \$10,000 Maximum of \$300,000

**Non-Evidence Limit**

Proof of health is required for all amounts of coverage

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**Termination**

Member	Age 65
Spouse	When the Member or Spouse reaches age 65

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## Summary of Benefits

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### Long Term Disability Benefit

<b>Benefit Formula</b>	60% of the first \$2,200 of monthly Pre-Disability Salary, plus 47% of the next \$2,200, plus 40% of the remainder, not exceeding the All Source Maximum
<b>Benefit Maximum</b>	\$5,000/month
<b>Non-Evidence Limit</b>	\$5,000
<b>Elimination Period</b>	
A disability covered by the Worker's Compensation Board	180 consecutive days
A disability not covered by the Worker's Compensation Board	180 consecutive days or the end of sick leave, whichever is later
<b>Benefit Period</b>	To age 65 or date of eligibility for unreduced pension with 25 years' service
<b>Taxable</b>	No
<b>Integration of Benefits</b>	Yes
<b>All Source Maximum</b>	85% of Pre-Disability Net Salary
<b>Duration of Own Occupation</b>	24 months
<b>Cost-of-Living Adjustment</b>	None
<i>Effective Date of Adjustment</i>	None
<b>Survivor Benefit</b>	Equal to 3 times the Member's take-home monthly long term disability benefit. The benefit payable to the beneficiary is non-taxable.
<b>Pre-Existing Conditions</b>	Yes
<b>Termination</b>	The earlier of: <ul style="list-style-type: none"> <li>• age 65 less 180 days;</li> <li>• retirement; or</li> <li>• the date the Member first becomes eligible for an unreduced pension under the HRM Pension Plan and has at least 25 years of service, less 180 days.</li> </ul>

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## Key Terms

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### You and Your Dependents

Throughout this booklet several key terms are used to refer to you and your Dependents:

- the terms that may refer to you are: Employee, Member and Participant;
- the terms that may refer to your Dependents are: Dependent, Spouse, Child and Participant.

**Employee:** A person who:

- resides in Canada; and
- works a minimum of 20 hours per week for the employer.

**Member:** An Employee who is eligible and approved for coverage under this policy.

**Dependent:** Your Spouse or Child.

**Spouse:** The person who:

- is a resident of Canada; and
- meets one of the following criteria:
  - is married to the Member;
  - is in a civil union with the Member as defined by the Civil Code of Quebec; or
  - has been living with the Member in a conjugal relationship for at least 1 year; however, where required by provincial legislation, this 1 year period is waived if a child is born of such relationship.

The Spouse must be designated by the Member on their application for coverage. Only one person may be covered as a Spouse at any one time.

**Child:** A person who:

- is a resident of Canada;
- is the natural or adopted child of the Member or Spouse, or the child over whom the Member or Spouse has been court appointed as guardian with parental authority;
- is financially reliant on the Member or Spouse for care, maintenance and support;
- is not married or in a common law relationship; and
- meets one of the following criteria:
  - a) is under age 22;
  - b) is under age 26 and is attending an accredited educational institution, college or university on a full-time basis; or
  - c) became mentally or physically disabled while a child as defined in (a) or (b) and has been continuously disabled since that time.

A child is considered to be mentally or physically disabled for the purposes of this definition if they are incapable of engaging in any substantially gainful activity and are financially reliant on the Member or Spouse for care, maintenance and support due to this disability. Blue Cross may require the provision of written proof of a child's disability as often as is reasonably necessary.

**Participant:** The Member or one of the Member's Dependents who has been approved for coverage under this policy.



#### Helpful Tip

You are responsible for enrolling your Dependents under the plan when they become eligible.

In addition, you are responsible for removing them when they no longer meet the definitions outlined here.

You can update your family or Dependent status by filling out and submitting a change form, available through our website.



#### Helpful Tip

A Member, Spouse and Child are all Participants under the policy.

### Other Important Terms

**Accident:** A sudden, fortuitous and unforeseeable event that:

- is violent in nature;
- arises solely from external means;
- causes bodily injury to the Participant directly and independently of all other causes; and
- is unintended by the Participant.

The resulting injury to the Participant must be certified by a physician.

**Actively at Work:** Employees are Actively at Work on a specified day if they report for work at their usual place of employment and are able to perform the Regular Duties of their occupation, according to their regular work schedules.

Employees who are not required to report for work on a specified day due to holidays, shift variances, vacations or weekends are still considered to be Actively at Work if they could have reported for work and performed the Regular Duties of their occupation on that day.

**Health Practitioner:** A health care practitioner who is a registered member of their regulatory body (if applicable) and practices within the limits of their authority as established by law. If no occupational guild applies to a particular practitioner, the practitioner must:

- be a registered member of their association;
- provide care and treatment within the limits of their professional scope of practice; and
- be an approved provider.

**Illness:** A deterioration of health or a bodily disorder that has been diagnosed by a Physician and requires regular and continuous care.

**Medically Necessary:** A health care service or supply provided or prescribed by a Physician or Health Practitioner to treat an injury or Illness that, in the opinion of Blue Cross after consultation with its health care consultants:

- has not been provided or prescribed primarily for convenience or cosmetic reasons;
- is the most appropriate, safe and cost effective Treatment for the diagnosed injury or Illness; and
- is generally medically recognized as acceptable Treatment for the diagnosed injury or Illness.

**Salary:** A Member's regular earnings paid by the employer, including any additional remuneration received by the Member on a regular basis. It does not include dividends or any irregular gains, such as bonuses, gratuities and automobile allowances.

For commission-based Members, Salary is the Member's average earnings over the last 2 years of employment as indicated on their Canada Revenue Agency (CRA) taxation form. If the Member has been employed for less than 2 years, Salary will be prorated.

In determining benefits, Salary will be the lesser of:

- the Salary amount defined above; or
- the Salary last reported to Blue Cross and used in the calculation of the premium payable.

**Treatment:** The management and care of a Participant to improve or cure an Illness, disorder or injury. This management and care must be:

- considered appropriate and approved by Blue Cross; and
- prescribed, provided or performed by a Health Practitioner or Physician practicing in the field of medicine applicable to the Participant's disease, disorder or injury.



#### Helpful Tip

One of the eligibility requirements for coverage is that you be Actively at Work.



#### Helpful Tip

If specified in the Summary of Benefits, your Salary may be used in calculating your life, accidental death and dismemberment or disability benefits. (if applicable)



## Coverage Details

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### Who is Eligible for Coverage?

You are eligible for coverage if you meet the definition of Employee and are Actively at Work.

Your Dependents are also eligible for coverage if they meet the definition of Spouse or Child outlined above in the *Key Terms*.

To be eligible for coverage, you and your Dependents must be entitled to government health care coverage or similar coverage deemed satisfactory by Blue Cross.

You must continue to work the minimum number of hours per week to maintain eligibility under the policy.

### Do I Need to Supply Proof of Health to Obtain Coverage?

You generally do not need to provide proof of health to obtain group benefits coverage. However, proof of health must be submitted in the following circumstances:

- if the coverage for yourself or your Dependents exceeds the non-evidence limit specified in the Summary of Benefits;
- for all applications for the optional life benefit (if applicable), unless otherwise specified in the Summary of Benefits;
- if your application is received by Blue Cross more than 31 days after the date upon which you became eligible for coverage; or
- if an application for the dependent life benefit is received by Blue Cross more than 30 days after the date upon which the Dependent became eligible for coverage.

### How do I Enrol for Coverage?

#### Application

To obtain coverage, you must complete your Employer's enrolment requirements and submit proof of health, if required for one of the reasons listed above.

The completed application must be received within 31 days of the date you become eligible for coverage.

#### Can I Opt Out of Coverage for Certain Benefits?

You are not allowed to individually select the benefits you want under the policy. In addition, when you enrol for coverage you must also enrol all of your eligible Dependents. However, it is your choice whether or not to obtain coverage for optional benefits.

### When Does My Coverage Begin?

#### Employees

Your coverage takes effect on the latest of the following dates:

- the effective date of the policy;
- the date you meet all of the eligibility requirements; or
- the date Blue Cross approves your proof of health, if required.



#### Helpful Tip

**Proof of health** refers to statements or medical evidence about your health or the health of your Dependents.

**Non-evidence limit** refers to the amount of coverage for which you or your Dependents are eligible, without having to submit satisfactory proof of health.

The non-evidence limits for each benefit (if any) are specified in the Summary of Benefits.



#### Helpful Tip

If you do not enrol for coverage within 31 days of eligibility, you may be restricted when applying for benefits and your benefit levels may be reduced.

## Coverage Details

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If you are not Actively at Work on the date you would have become eligible for coverage, your coverage begins on the date you resume being Actively at Work.

### Dependents

Your Dependent's coverage takes effect on the latest of the following dates:

- the date you become eligible for coverage;
- the date they meet all of the eligibility requirements;
- the date Blue Cross approves their proof of health, if required; or
- the date following their discharge from hospital if they were hospitalized on the date they would have become eligible for coverage, unless:
  - they were covered under a Previous Policy, in which case their coverage begins on the effective date of the policy; or
  - they were born while this coverage is in force, in which case their coverage will be effective from their live birth, or for dependent life coverage, as specified in the dependent life Summary of Benefits (if applicable).



### Helpful Tip

**Previous Policy** refers to a group insurance policy that provided coverage for you and your Dependents, and terminated within 31 days of the effective date of this group policy.

## What Happens to my Coverage During Periods of Absence from Work?

### Illness/Accident

If you are absent from work due to illness or accident, your group benefits coverage is retained. In such circumstances, please contact your group benefits administrator to discuss the maximum period for which your coverage will be retained.

### Maternity Leave/Parental Leave

During a maternity or parental leave of absence, you retain life benefits, and have the choice to either retain or discontinue coverage for the long term disability benefit, for the maximum period provided under the applicable legislation.

Your decision to retain or discontinue coverage must be made before the beginning of your leave of absence and this decision cannot be changed at a later date. If you decide to retain coverage, you must continue to pay your premium contributions (if any) for the whole duration of the absence.

### Temporary Layoff/Authorized Leave of Absence/Disciplinary Suspension/Strike or Lockout

In such circumstances, please contact your group benefits administrator to discuss the benefits you must retain during such an absence and the maximum period these benefits will be retained.

## When Does My Coverage End?

Coverage ends on the earliest of the date:

- the policy terminates;
- you or your Dependents no longer meet one or more of the eligibility requirements;
- your employment is terminated;
- you (or your Spouse, if applicable) reaches the termination age or termination date, if any, specified in the Summary of Benefits;
- you retire, unless otherwise specified in the Summary of Benefits;
- you die;
- you or your Dependents commit a fraudulent act against Blue Cross; or
- the policyholder defaults in payment of premiums.

Coverage for your Dependents will also terminate on the date your coverage terminates.

No coverage will be provided to you or your Dependents while performing duties as an active member in the armed forces of any country, unless coverage must be retained under applicable provincial legislation.

### What Happens When Coverage Ends?

#### Right to Convert to Individual Coverage

Upon termination of coverage for certain benefits, you and your Dependents have the right to convert your group benefits coverage to an individual insurance policy, provided certain criteria are met.

The benefit details will specify if this conversion right applies to a particular benefit.

When conversion is available, the following terms and conditions apply:

- You must, within 31 days of the date of termination of your group coverage:
  - submit the application form provided by Blue Cross for the purpose of conversion to individual coverage; and
  - pay the entire amount of the first month's premium of the individual policy, in accordance with the method of payment stipulated by Blue Cross;
- the individual policy will be issued without requiring proof of health;
- the premium for the individual policy is based upon the individual policy rates in effect on the date of application and the age and sex of the Participant on that date;
- the individual policy is subject to any maximum and minimum values or other additional terms and conditions that are specified in the *Right to Convert to Individual Coverage* provision of the applicable benefit.



#### Helpful Tip

The benefit of converting your group coverage is that you do so without having to provide proof of health.

Conversion premium rates will typically be higher than group premium rates currently paid.

Instead of converting your group coverage, you may prefer to apply for an individual plan, which will require Proof of Health.

## **Member Life Benefit**

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### **Purpose of Coverage**

If the Member dies while covered by this benefit, Blue Cross will pay the Member's beneficiary the amount specified in the Summary of Benefits, subject to the conditions outlined below.

### **Advance Payment Due to Terminal Illness**

An advance payment of the member life benefit may be paid to the Member if:

- the Member submits a request to Blue Cross in writing;
- Blue Cross is satisfied, on the basis of medical evidence provided by the Member's attending physician, that the Member is suffering from a condition that is expected to result in the Member's death within 24 months of the date of the request;
- the Member is eligible for waiver of premium; and
- the Member is less than age 65.

An advanced payment amount cannot be more than 50% of the member life benefit amount in effect at the time of the request or \$100,000, whichever is less. It will be paid in one lump sum that will be deducted from the member life benefit amount. The remainder of the member life benefit will be paid to the Member's beneficiary on death of the Member.

Members are only eligible for an advance payment once per lifetime.

### **Payment of Claims**

#### **Beneficiary**

Member life benefits will be paid to the Member's beneficiary with the exception of an advance payment due to terminal illness that will be paid directly to the Member.

#### **Time Limit to Submit a Claim**

Blue Cross must receive proof of claim as soon as is reasonably possible and in no event later than 12 months following the date of death.

### **Right to Convert to Individual Coverage**

#### **Eligibility for Conversion**

The Member has the right to purchase an individual life policy from Blue Cross if their member life benefit coverage terminates before the Member reaches age 65 due to retirement, termination of employment or termination of coverage for the group or class of Employees to which the Member belongs.

This conversion option also applies to any scheduled reduction or termination of coverage that becomes effective at specified ages.

### Terms and Conditions of the Converted Policy

Individual policies issued under this conversion option are subject to the terms and conditions specified in the *Right to Convert to Individual Coverage* found under the *Coverage Details* of this booklet.

They are also subject to the following additional terms and conditions:

- during the 31-day period that the conversion option may be exercised, the amount of coverage available through this conversion option is continued without charge;
- the effective date of coverage under the individual life policy will be 31 days after the group coverage terminates;
- the individual life policy will not include any disability or other supplementary benefits;
- the types of individual life policies available for conversion are:
  - a) a 1 year term life policy that may be exchanged, before its expiry date, for 1 of the following 2 life policy options (b) or (c);
  - b) a non-convertible term life policy that provides level term coverage to age 65; or
  - c) a term to age 100 life policy that provides lifetime coverage with no non-forfeiture options;
- the maximum amount of coverage available under the individual life policy is the lesser of:
  - the amount of member life benefit coverage in effect on the termination date;
  - the amount of any scheduled reduction of the member life benefit coverage;
  - the amount of the reduction in coverage caused by any replacement policy that is issued to the Member within 31 days of the date of the termination;
  - \$400,000 for residents of Quebec or \$200,000 for residents outside of Quebec; and
- the coverage provided by the individual life policy cannot be less than:
  - the minimum amount that Blue Cross will normally issue for the type of policy selected; or
  - \$10,000 for residents of Quebec.

## **Dependent Life Benefit**

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### **Purpose of Coverage**

If a Dependent dies while covered by this benefit, Blue Cross will pay the Member the amount specified in the Summary of Benefits, subject to the conditions outlined below.

### **Payment of Claims**

All benefits will be paid directly to the Member.

### **Time Limit to Submit a Claim**

Blue Cross must receive proof of claim as soon as is reasonably possible and in no event later than 12 months following the date of death.

### **Right to Convert to Individual Coverage**

#### **Eligibility for Conversion**

On or before reaching age 65, a Spouse residing in any province and a Child who is a resident of Quebec have the right to purchase an individual life policy from Blue Cross if their dependent life coverage terminates for one of the following reasons:

- death of the Member;
- termination of the Member's life coverage for a reason that entitles the Member to convert their member life benefit to an individual policy; or
- the Spouse or Child is no longer eligible for coverage as a Dependent.

#### **Terms and Conditions of the Converted Policy**

Individual policies issued under this conversion option are subject to the terms and conditions specified in the *Right to Convert to Individual Coverage* found under the *Coverage Details* of this booklet.

They are also subject to the following additional terms and conditions:

- during the 31 day period that the conversion option may be exercised, the amount of coverage available through this conversion option is continued without charge;
- the effective date of coverage under the individual life policy will be 31 days after the group coverage terminates;
- the individual life policy will not include any disability or other supplementary benefits;
- the types of individual life policies available for conversion are:
  - a) a 1 year term life policy that may be exchanged, before its expiry date, for 1 of the following 2 life policy options (b) or (c);
  - b) a non-convertible term life policy that provides level term coverage to age 65; or
  - c) a term to age 100 life policy that provides lifetime coverage with no non-forfeiture options;
- the coverage provided by the individual life policy cannot be:
  - more than the amount of dependent life benefit coverage in effect on the termination date; or
  - less than the minimum amount that Blue Cross will normally issue for the type of policy selected or \$5,000 for residents of Quebec.

## **Optional Life Benefit**

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### **Purpose of Coverage**

This benefit provides additional amounts of life insurance to those available through the member life benefit and the dependent life benefit (if applicable).

If a Member or Dependent dies while covered by this benefit, Blue Cross will pay the amount of the optional life benefit in effect at the time of death, subject to the conditions outlined below.

### **Eligibility for Coverage**

To be eligible for this benefit, the Member and Dependent must submit proof of health deemed satisfactory by Blue Cross.

### **Amount of Coverage**

The benefit is equal to the amount of optional life benefit selected by the Member for themselves or their Dependents, up to the maximum amount specified in the Summary of Benefits.

A Member may request a change in the amount of their coverage or their Dependent's coverage under this benefit at any time. However, requests to increase coverage will not be granted without submission of proof of health deemed satisfactory by Blue Cross.

### **Payment of Claims**

#### **Beneficiary**

In the case of the Member's death, benefits will be paid directly to the Member's beneficiary. In the case of a Dependent's death, all benefits are payable to the Member.

#### **Time Limit to Submit a Claim**

Blue Cross must receive proof of claim as soon as is reasonably possible and in no event later than 12 months following the date of death.

### **Exclusions and Limitations**

If the Member's or Dependent's death is a result of suicide while an amount of optional life benefit has been in effect for less than 24 consecutive months, the payment for this amount of optional life benefit will be limited to the return of premiums.

### **Right to Convert to Individual Coverage**

#### **Eligibility for Conversion**

A Member has the right to purchase an individual life policy from Blue Cross if their optional life benefit coverage terminates before the Member reaches age 65 due to retirement, termination of employment or termination of coverage for the group or class of Employees to which the Member belongs.

On or before reaching age 65, a Spouse residing in any province has the right to purchase an individual life policy from Blue Cross if their optional life benefit coverage terminates for one of the following reasons:

- death of the Member;
- termination of the Member's life or Member's optional life coverage for a reason that entitles the Member to convert their member life benefit to an individual policy; or
- the Spouse is no longer eligible for coverage as a Dependent.

### Terms and Conditions of the Converted Policy

Individual policies issued under this conversion option are subject to the terms and conditions specified in the *Right to Convert to Individual Coverage* found under the *Coverage Details* of this booklet.

They are also subject to the following additional terms and conditions:

- during the 31 day period that the conversion option may be exercised, the amount of coverage available through this conversion option is continued without charge;
- the effective date of coverage under the individual life policy will be 31 days after the group coverage terminates;
- the individual life policy will not include any disability or other supplementary benefits;
- the types of individual life policies available for conversion are:
  - a) a 1 year term life policy that may be exchanged, prior to its expiry date, for 1 of the following 2 life policy options (b) or (c);
  - b) a non-convertible term life policy that provides level term coverage to age 65; or
  - c) a term to age 100 life policy that provides lifetime coverage with no non-forfeiture options;
- the maximum amount of coverage provided by the Member's individual life policy is the lesser of:
  - the amount of member life benefit coverage plus optional life coverage in effect on the date of termination of the optional life benefit; and
  - \$400,000 for residents of Quebec or \$200,000 for residents outside of Quebec;
- the amount of coverage provided by the Member's individual life policy cannot be less than the minimum amount that Blue Cross will normally issue for the type of policy selected, or \$10,000 for residents of Quebec; and
- the amount of coverage provided by the Dependent's individual life policy cannot be more than the amount of the Dependent's optional life benefit, and for residents of Quebec, less than \$5,000.



## Long Term Disability Benefit

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### Purpose of Coverage

If the Member becomes Totally Disabled following an illness or accident, Blue Cross will pay up to the maximum amount specified in the Summary of Benefits, subject to the conditions outlined below.

### Additional Definitions

The following definitions apply to this benefit, in addition to those found under the *Key Terms* provision of this booklet.

**Benefit Period:** The maximum duration for which Blue Cross will pay benefits. This maximum is specified in the Summary of Benefits.

**Elimination Period:** The continuous period of time from the date the Member becomes Totally Disabled until the date benefits are payable. This period is specified in the Summary of Benefits.

If Total Disability is not continuous, the days the Member is Totally Disabled may be accumulated to satisfy the Elimination Period, provided that:

- coverage remains in force during the entirety of the accumulated Elimination Period;
- there is no interruption in Total Disability that is longer than 30 days;
- successive disabilities are due to the same or related causes; and
- the Elimination Period is completed within a 1 year period.

**Net Salary:** the Member's Salary less income taxes and contributions to the Canada Pension Plan, Quebec Pension Plan, the Canada Employment Insurance Commission (CEIC) and the Quebec Parental Insurance Plan, if applicable.

**Pre-Disability Salary:** The Member's Salary immediately before the date of Total Disability.

**Total Disability or Totally Disabled:** During the Elimination Period and for the Own Occupation Duration specified in the Summary of Benefits, a Member is Totally Disabled for the purposes of this benefit if the Member is completely and continuously unable to perform the regular duties of their own occupation as a result of illness or accident.

Afterward, a Member is Totally Disabled if the Member is completely and continuously unable to perform the regular duties of any occupation for which the Member:

- would earn 60% or more of the Member's Pre-disability Salary; and
- is reasonably qualified or may so become by training, education or experience.

Regular duties refer to those work related activities that are essential to performing a particular occupation.

If a Member was performing modified work duties for at least 6 months before applying for long term disability benefits, these modified work duties constitute the Member's own occupation for purposes of assessing Total Disability, unless the Member is on union leave as provided by their collective agreement.

If a Member was on union leave and performing union work duties before applying for long term disability benefits, the Member's home position prior to the union leave constitute the Member's own occupation for purposes of assessing Total Disability. Members on union leave are deemed to be Actively at Work in their home position while on union leave.

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

The availability of work is not considered when assessing the Member's disability.

### Payment of Benefits

#### When Benefit Payments Begin

Benefit payments begin on expiry of the Elimination Period. Blue Cross will pay benefits at monthly intervals for each day a Member is Totally Disabled following expiry of the Elimination Period.

The benefit for each day of Total Disability will be equal to 1/30 of the monthly amount.

#### Calculation of the Benefit Amount

Blue Cross calculates the monthly benefit amount in accordance with the following 3 step process:

- Step 1. Blue Cross applies the benefit formula specified in the Summary of Benefits to obtain a monthly benefit amount (to the benefit maximum specified in the Summary of Benefits);
- Step 2. Blue Cross subtracts from this monthly benefit amount any income amounts that are payable to the Member as a result of the same or a subsequent disability under any one or more of the following:
  - a) the Quebec Pension Plan or the Canada Pension Plan;
  - b) any workers' compensation board/commission;
  - c) any automobile insurance bureau, if applicable;
  - d) the Canada Employment Insurance Commission (CEIC) ; or
  - e) any federal or provincial law or legislation;
- Step 3. If the amount of long term disability benefit calculated in Step 2 and all the applicable Additional Sources of Income listed below exceed the All Source Maximum specified in the Summary of Benefits, then the long term disability benefit will be further reduced to ensure total benefits received from all sources does not exceed this percentage.



#### Helpful Tip

The long term disability benefit you receive, when added to any other disability income to which you are entitled, cannot exceed the AllSource Maximum listed in the Summary of Benefits.

Additional Sources of Income means:

- a) any of the following income amounts payable to the Member, as a result of their current or subsequent disability, under one of the following:
  - i. any wage or remuneration payable from any employer;
  - ii. any plan under which the Member is covered as a member of an association; or
  - iii. any disability payments from any of the plans specified in Step 2; and
- b) any income amounts payable to the Member under any retirement or pension plan funded in whole or in part by the employer. This includes the Quebec Pension Plan or Canada Pension Plan if the application for retirement benefits is made following the date of Total Disability.

With respect to the income amounts calculated in Step 2 and Step 3:

- income amounts received for children are not included;
- if it appears to Blue Cross that there are income amounts to which the Member is or may be eligible, Blue Cross may include these amounts in its calculations even if the Member fails to apply for or exercise their right to claim these income amounts;
- Blue Cross may estimate income amounts pending their actual award;
- Blue Cross will perform its calculations without including subsequent increases to these income amounts by way of cost-of-living adjustments; and
- if an income amount is paid by lump sum rather than monthly instalments, Blue Cross will include in its calculations the amount obtained by dividing this lump sum by:
  - the number of monthly instalments the lump sum represents, if known to Blue Cross; or
  - 60, if Blue Cross does not know the number of months represented.

## Long Term Disability Benefit

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### Cost-of-Living Adjustment

If the Summary of Benefits specifies a cost-of-living adjustment, it will be applied on the effective date of the adjustment as specified in the Summary of Benefits.

### Survivor Benefit

If the Summary of Benefits specifies a Survivor Benefit, Blue Cross will pay the Member's designated beneficiary the lump sum amount specified in the Summary of Benefits in the event that the Member dies while receiving long term disability benefits.

### When Benefit Payments End

Benefit payments end on the earliest of the date:

- the Member is no longer Totally Disabled;
- the Member fails to:
  - provide Blue Cross with satisfactory proof of continued Total Disability;
  - submit to an independent examination requested by Blue Cross; or
  - participate in any reasonable Treatment or rehabilitation program considered appropriate by Blue Cross;
- the Member reaches the termination age specified in the Summary of Benefits;
- the Benefit Period expires;
- the Member engages in any occupation, employment or volunteer work other than a rehabilitation program pre-approved by Blue Cross;
- the Member refuses to accept any reasonable offer of modified duties or alternative employment from the employer; or
- the Member dies.

### Time Limit to Submit a Claim

Blue Cross must receive proof of claim within 12 months of the onset of Total Disability.

If this 12 month time limit is not met for reasons Blue Cross considers unacceptable, the Elimination Period will begin on the date Blue Cross receives all relevant documents needed to establish proof of disability.

### Recurrent Disabilities

If a Member who was Totally Disabled and receiving long term disability benefits becomes Totally Disabled again after having returned to work, Blue Cross will consider the recurrent disability to be a continuation of the initial disability if the disability results from:

- the same or related causes within the first 6 consecutive months of the Member being Actively at Work; or
- different and unrelated causes and the Member did not fully recover from the first disability and did not return to work for at least a full day before the start of the recurrent disability.

When the recurrent disability is considered to be a continuation of the initial period of Total Disability:

- the Elimination Period will not be applied a second time;
- the benefit amount payable is that which was calculated for the initial period of Total Disability; and
- benefits will only be paid for the balance of the initial Benefit Period.



### Helpful Tip

**Proof of claim** consists of 3 forms: Declaration of the Employee, Declaration of the employer and Declaration of the physician. Forms are available on our website.

### Total Disability During Periods of Absence

If a Member becomes Totally Disabled during a period of absence from work where disability coverage has been discontinued, no disability benefit will be payable.

If a Member becomes Totally Disabled during a period of absence from work where disability coverage has been retained and premiums have been paid:

- the Elimination Period will begin on the onset of Total Disability;
- the Benefit Period will be deemed to begin on expiry of the Elimination Period; and
- benefit payments will begin on the later of the expiry of the Elimination Period or the date the Member was scheduled to return to work.

### Rehabilitation Program

If considered appropriate by Blue Cross, Blue Cross may require a Member to participate in a rehabilitation program pre-approved by Blue Cross consisting of:

- medical care, Treatment, diagnostic measures or prescribed medications;
- full-time work, part-time work or volunteer work whether or not wages or remuneration are received for such work; or
- a vocational assessment, training or re-training program for the purpose of rehabilitation.

When a Member participates in a rehabilitation program while receiving benefits, the following conditions apply:

- the Member's Total Disability will not be considered to have ended simply because they undertake a rehabilitation program;
- if the Member becomes Totally Disabled again while participating in a rehabilitation program, the terms and conditions of this benefit will apply as if the Member had remained Totally Disabled for the full duration of the rehabilitation program;
- the Benefit Period continues despite participation in the rehabilitation program; and
- during the rehabilitation program, monthly benefits will be reduced by the amount resulting from the following formula:

$$(A \div B) \times C$$

A = Remuneration received by the Member from any rehabilitation program

B = Pre-Disability Salary

C = Long term disability benefits otherwise payable under this benefit

Monthly benefits will further be reduced as necessary to ensure that the Member's total income from all sources listed under the *Calculation of the Benefit Amount* section above does not exceed 100% of the Member's Pre-Disability Salary.

### Exclusions and Limitations

1. Benefits are not payable for any Total Disability that results, directly or indirectly, from any of the following causes:
  - a) participation in a an act defined as criminal by the Criminal Code of Canada or an attempt to commit a an act defined as criminal by the Criminal Code of Canada, regardless of whether charges are laid or a conviction is obtained;
  - b) any accident or injury occurring while operating a motor vehicle under the influence of any intoxicant or with a blood alcohol level in excess of the legal limit in the jurisdiction in which the accident occurred;
  - c) medical care or treatment that is not Medically Necessary or that is performed for cosmetic purposes only; or
  - d) insurrection, war (declared or not), the hostile action of the armed forces of any country or participation in any riot or civil commotion.

## Long Term Disability Benefit

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2. Benefits are not payable during any periods in which the Member:
  - a) receives maternity or parental benefits under any provincial or federal law or takes maternity or parental leave in accordance with any provincial or federal law or any agreement between the Member and the employer, subject to the following exception:
    - benefits will be payable during the health-related portion of the maternity leave when required by applicable law or legislation, provided coverage has been continued for the Member. The health-related portion of the maternity leave will be considered to be the normal post-natal recovery period deemed reasonable and appropriate by Blue Cross;
  - b) is absent from Canada for any reason, unless Blue Cross agrees in writing, in advance, to pay benefits during the period; or
  - c) is imprisoned in a correctional facility or community residence or while under house arrest by order of a criminal court.

### **Pre-Existing Conditions**

A Pre-Existing Condition is any illness or injury for which, during the 3 months immediately before the Member's effective date of coverage (under this policy or a Previous Policy), the Member has:

- had a medical consultation;
- been prescribed or taken medication; or
- received treatment, including diagnostic measures.

If the Summary of Benefits specifies the Pre-Existing Conditions provision of this benefit applies, then benefits are not payable if Total Disability results from a Pre-Existing Condition unless Total Disability begins after the Member has been covered for long term disability benefits (under this policy or a Previous Policy) for at least 12 consecutive months.

## Rights and Responsibilities Under the Policy

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### What Are My Responsibilities Under the Policy?

#### Keeping Your Employer Informed

It is your responsibility to provide your employer with a completed and signed application form, including accurate information on your family status, as well as your beneficiary designations. You must complete the group benefits application form within 31 days from the date you become eligible for coverage.

To ensure coverage is kept up-to-date for you and your Dependents, it is important to report any changes to your employer within 31 days of the change. Failure to do so could result in the need for proof of health before your requested change in coverage takes place. Changes that must be reported to your employer include:

- Adding or removing a Dependent
- Status updates of a Dependent student
- Change in marital status
- Change of beneficiary
- Application for benefits previously waived

#### Beneficiary Designations

Unless otherwise designated, all benefits are payable to you.

#### Death Benefits

Benefits payable as a result of your death will be paid to your last designated beneficiary or beneficiaries.

Subject to the provisions of the law, the beneficiary is the person you have designated on your group benefits application form. You may change your beneficiary by submitting a signed written declaration to Blue Cross.

If you designate 2 or more beneficiaries (other than alternatively) without any specification as to how the death benefit will be divided, the benefit payable will be divided equally among the designated beneficiaries.

If your beneficiary predeceases you, you must designate a new beneficiary.

If you die and a beneficiary has not been named in writing, the death benefit will be payable to your estate.

#### Designations made under a previous group insurance policy

Any beneficiary designation made under your previous group policy has been carried forward to this group policy. You should review the existing designation to ensure it reflects your current intentions.

#### Providing Proof of Claim

Proof of claim must be provided in writing and in a form acceptable by Blue Cross.

Blue Cross must approve your proof of claim and may require you to provide additional information and undergo a medical examination by a physician or Health Professional as often as deemed necessary. Blue Cross reserves the right to suspend or deny a claim until you have submitted the additional information requested to process the claim.

Costs associated with providing proof of claim are your responsibility.



#### Helpful Tip

It is very important to maintain up-to-date beneficiary designations.

When insurance money is paid to the estate, it may be subject to creditor claims and estate taxes.

However, when a beneficiary is named, this person receives the entire benefit tax free, regardless of what debts may be owed by the deceased.

You can change your beneficiary by filling out a beneficiary designation form available through your employer or on our website.



#### Helpful Tip

Your proof of claim must be submitted in either English or French. If the original proof of claim is in a language other than English or French, you are responsible for any costs associated with translating your proof of claim.

## Rights and Responsibilities Under the Policy

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### Submitting Claims After Your Group Policy Terminates

If the group policy has terminated, you must submit proof of claim to Blue Cross:

- for disability benefits, **within 6 months** of the onset of disability or the time limit specified by applicable provincial legislation, whichever period is longer; or
- **within 90 days** following the termination date of this group policy for all other benefits.

### Recovering Damages From a Third Party (Subrogation)

If you have the right to file legal action against a third party (individual or corporate body) for a loss relating to any claim submitted under this group benefits plan, Blue Cross is entitled to acquire your rights for recovering damages for any portion of the loss that has been paid by Blue Cross.

You must sign and return the necessary documents to facilitate this process and you must do everything that is required of you to protect your rights to recover damages from the third party.

## What Are My Rights Under the Policy?

### Privacy

In the course of providing customers with quality life coverage, Blue Cross acquires and stores certain personal information about its clients and their dependents.

Protecting the confidentiality of client information is fundamental to the way we do business. Our staff takes our privacy policies and procedures very seriously.

### What is personal information?

Personal information includes details about an identifiable individual and may include name, age, identification numbers, income, employment data, marital and dependent status, medical records, and financial information.

### How is Your Personal Information Used?

Your personal information is necessary for Blue Cross to process your application for coverage. Your personal information is used to provide the services outlined in your group policy, to understand your needs so that we can recommend suitable products and services, and to manage our business.

### To Whom Could This Personal Information be Disclosed?

Depending on the type of coverage you carry, release of selected personal information to the following may be necessary in order to provide the services outlined in the group policy of which you are an eligible member:

- other Canadian Blue Cross organizations to administer your benefit plan if you reside outside the Atlantic Provinces, Quebec or Ontario;
- specialized health care professionals when required to assess benefit eligibility;
- government and regulatory authorities in an emergency situation or where required by law ;
- Blue Cross Life Insurance Company of Canada and other third parties, on a confidential basis, when required to administer your benefits; or
- the plan member in any contract under which you are a participant.



### Helpful Tip

For more information on our privacy protection practices, please visit our website.

We do not provide or sell personal information about you to any outside company for use in marketing and solicitation. Personal information about you or your Dependents is not released to a third party without permission unless necessary to fulfil the services Blue Cross is contracted to provide to you.

## Rights and Responsibilities Under the Policy

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By becoming a Blue Cross customer or filing a claim for benefits, you are agreeing to allow your personal information to be used and disclosed in the manner outlined above.

### **Disputing a Claim Decision**

In the event Blue Cross determines that benefits are not payable, you have the right to appeal the decision by providing written notice to Blue Cross within 30 days from the date of the written denial.

The time limitation to bring an action against Blue Cross under the group policy begins on the date of the initial written denial from Blue Cross and runs until the expiry of the minimum limitation period as prescribed by the applicable provincial legislation.

Every action or proceeding against Blue Cross for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

### **Copy of the Group Policy**

Where legislated, you have the right to request a copy of the contract for insured benefits, your application for benefits and any written statements or other record provided to Blue Cross as proof of your health.

## **The Rights of Blue Cross Under the Policy**

### **Recovery of Overpaid Amounts**

Blue Cross has the right to recover from a Participant:

- any amount paid in error;
- any amount paid as a result of claims made by the Participant on the basis of fraudulent pretenses or misrepresentations; or
- any amount paid that has resulted in overpayment to the Participant.

Blue Cross has the right to reduce future benefit payments to the Participant until the excess amount is fully recovered.

### **Termination or Suspension of Benefit Payments**

Blue Cross may, without prior notice, suspend or terminate the rights and benefits of a Participant in the following circumstances:

- the discovery of a claims discrepancy or the initiation of a claim abuse investigation; or
- the filing of criminal charges or initiation of disciplinary action against the Participant by Blue Cross.

Blue Cross also has the right to suspend or deny payment of a claim for any services or supplies prescribed, rendered or dispensed by a provider who is under investigation by a regulatory body or by Blue Cross or who has been charged with an offence in relation to the provider's conduct or practice.



## How to Obtain More Information

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### How to Obtain a Claim Form

All claim forms for life or disability benefits can be obtained through your group benefits administrator.

### How to Submit a Claim

You can submit your claims to Blue Cross by:

- mail, fax or scan to the address indicated on the applicable claim form;
- dropping the form off at one of our Quick Pay® locations; or
- providing them to your group benefits administrator.

### Plan Member Website

The plan member website is a secure, user-friendly website that is available 24 hours a day, 7 days a week. The website provides additional information regarding your coverage and other useful options including:

- **Coverage inquiry:** Detailed information about your group benefits plan;
- **Forms:** Printable versions of Blue Cross forms;
- **Addition/updating of banking information** for direct deposit of claim payments;
- **Member statements:** view claims history for you and your Dependents;
- **Record of payments:** view transactions issued to yourself or the service provider;
- **Submit claims** electronically.

To register for the plan member website, visit [www.medaviebc.ca](http://www.medaviebc.ca) and log in.



#### Helpful Tip

For security reasons, the plan member website is for your use only. Dependents and other family members will not have access to the site.



#### Helpful Tip

Please record your password in a secure site for future reference.

## Additional Resources and Member Services

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### Blue Cross Contact Information

For more information about your group benefits coverage or the plan member website, please contact our Customer Information Contact Centre toll free at:

**Atlantic Provinces:** 1-800-667-4511

**Ontario:** 1-800-355-9133

**Quebec:** 1-888-588-1212

**From Anywhere in Canada:** 1-888-873-9200

Alternatively, you can email your questions to [inquiry@medavie.bluecross.ca](mailto:inquiry@medavie.bluecross.ca) or visit our website at [www.medavie.bluecross.ca](http://www.medavie.bluecross.ca).

### Connect with Blue Cross

Like us on Facebook at [facebook.com/MedavieBlueCross](https://facebook.com/MedavieBlueCross)

Follow us on Twitter at [@MedavieBC](https://twitter.com/MedavieBC)

### My Good Health®

My Good Health is a secure, interactive web portal that provides valuable health information and tools for managing your health. You can create your own health profile and use it to map personal goals using My Good Health resources.

Blue Cross is proud to help point your way to healthier living. Go to [medaviebc.mygoodhealth.ca](http://medaviebc.mygoodhealth.ca) and simply follow the instructions to register for your free account!



Savings are available to Blue Cross Members across Canada. To take advantage of these savings, simply present your Blue Cross identification card to any participating provider and mention the **Blue Advantage®** program. A complete list of providers and discounts is available at [www.blueadvantage.ca](http://www.blueadvantage.ca).



#### Helpful Tip

Have your group policy number and identification number ready when you call for questions regarding your coverage.