

GROUP  
BENEFIT  
PLAN



29880

AIR CANADA COMPONENT OF CUPE  
WAGE INDEMNITY PLAN  
TRUST FUND

JULY 1, 2003



Please keep this booklet for future reference.

This booklet is provided for information purposes only and in no way alters the stipulations and conditions of the group insurance contract.

In this booklet, SSQ designates SSQ, Life Insurance Company Inc.

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## YOU SHOULD KNOW

Initial effective Date of Plan - March 1, 2001.

This booklet reflects the modifications as of July 1, 2003

Covered Classes - All flight attendants employed under the jurisdiction of Air Canada Component of CUPE by an airline participating in the Wage Indemnity Plan.

### IMPORTANT

**The coverages described in this wage indemnity plan are insured under Group Policy No. 29880 issued to the Policyholder by SSQ.** They are available to you if you are included in the covered classes shown above. Only those coverages for which you become covered 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 wage indemnity plan conflicts with any law which applies to individuals shown in the covered classes, the plan will be amended to conform to that law.

### Cost

You will be advised of the amount of your contribution when you enrol for the coverage. Premiums erroneously deducted by your employer do not constitute effective coverage as set forth in the contract.

**The coverages are described in the Summary of Coverages and the coverage 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 coverages.

### Legal action

No action at law or in equity will be brought to recover under this contract prior to the expiration of one year after written proof of loss has been furnished in accordance with requirements of the contract.

# SUMMARY OF COVERAGES

## MEMBERSHIP

Flight attendants employed by Air Canada.

## WEEKLY INDEMNITY COVERAGE

Weekly benefit:	60% of earnings payable weekly
Elimination period:	14 days
Benefit period:	<p><b>First 15 weeks</b> of Weekly indemnity (paid by Manion Wilkins &amp; Associates Ltd on behalf of SSQ).</p> <p><b>Following 15 weeks</b> of Employment insurance with a Supplementary Unemployment Benefit (SUB) top-up by the Trust Fund.</p> <p>You must apply for disability benefits under the Employment Insurance Act of Canada (EI) for the 15-week period during which weekly indemnity benefits are not payable under the contract. Disability benefits under EI are taxable benefits and will be assessed based on the benefit plan design under the EI Act.</p> <p><b>Following 46 weeks</b> of Weekly Indemnity (paid by Manion Wilkins &amp; Associates Ltd on behalf of SSQ).</p>
Maximum benefit period:	For any one period of total disability, benefits will be payable for <b>78 weeks</b> (including elimination period) but not beyond the date you elect normal or early retirement.
Taxability:	Since you pay the entire premium for this coverage, the weekly indemnity benefit payments are nontaxable.
Benefits form certain other sources:	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 Coverage description pages.
Termination:	At your attainment of age 65 or your retirement, if earlier.

## LONG-TERM DISABILITY COVERAGE

Monthly benefit:	60% of your pre-disability earnings payable monthly.
Waiting period:	78 weeks or expiry of Weekly Indemnity whichever is later.
Reduction:	The amount of the monthly benefit payable may be reduced so that your income from all sources will not exceed 85% of your gross monthly pre-disability earnings. This is explained later in the Long-term Disability Coverage description pages.
Taxability:	Since you do not pay the entire premium for this coverage, the long-term disability benefit payments are taxable.
Maximum benefit period:	Age 65 or earlier if qualified for a Company pension without actuarial reduction (For further information, please refer to your pension benefit statement)
Termination of eligibility:	At your attainment of age 63 years and a half or your early or normal retirement, if earlier or retirement without actuarial reduction.

## DEFINITIONS

The following definitions apply throughout this wage indemnity plan unless a term is defined differently within a specific coverage for the purpose of that coverage.

**ACTIVE WORK, ACTIVELY AT WORK** means the performance of the regular duties of your own occupation for one flight or shift if on special assignment, union officer duties, or one day of reserve duty. It does not include training mandated by the Ministry of Transport or the employer, or while on vacation.

**BENEFITS** means any amounts which become payable under a coverage.

**CONTRACT** means **Group Insurance Policy No. 29880**.

**CONTRACTHOLDER** means Board of Trustees of Air Canada Component of CUPE Wage Indemnity Plan Trust Fund in its capacity as the **Policyholder** of Group Insurance Policy No. 29880.

**EARNINGS** means your average regular remuneration **received** for the last 3 months **available** at the time of book off as provided by the employer.

**EMPLOYER** means Air Canada.

**FULL-TIME BASIS, FULL-TIME EMPLOYMENT** includes regular part-time basis and regular part-time employment, as defined in the collective agreement between an employer and Air Canada Component of CUPE. **Temporary employees are not eligible for coverage.**

**ILLNESS** means any disorder of the body or mind, including complications resulting from pregnancy.

**PHYSICIAN** means a duly licensed doctor of medicine (M.D.) as directed or authorized by SSQ.

**REGULAR BLOCKHOLDER** means anyone who is employed by an employer under the terms of a collective agreement with Air Canada Component of CUPE

**RESERVE BLOCKHOLDER** means anyone who is employed by an employer under the terms of a collective agreement with Air Canada Component of CUPE

**SSQ** means SSQ, Life Insurance Company Inc.

**YOU** means a member who is employed as a flight attendant by Air Canada under the jurisdiction of Air Canada Component of CUPE.

# BENEFIT PLAN PROVISIONS

## WHO IS ELIGIBLE TO BECOME COVERED

You are eligible for coverage from the first day of being actively at work for an employer, under the jurisdiction of Air Canada Component of CUPE, participating in the Wage Indemnity Plan when you:

- (1) are within the covered classes shown on the You Should Know page; and
- (2) are working on a full-time basis.

**Temporary employees are not eligible for coverage.**

## EFFECTIVE DATE OF COVERAGE

Your coverage becomes effective on the first of the month coinciding with or next following your date of eligibility as described above. If due to illness or injury, you are not actively at work on the date your coverage is to be effective, it will become effective when you return to full-time active work.

If you are absent from work due to illness, injury, leave of absence, lay-off, suspension, or any other reason and are not in receipt of benefits under this wage indemnity plan or under any workers' compensation law, your wage indemnity plan benefits will not be reinstated until you return to full-time active work (as defined on the Definitions page) as a flight attendant.

## CHANGE IN COVERAGE

If your coverage would change due to a change in earnings or classification or as a result of a plan change, the coverage 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 required contribution is being made

## **TERMINATION OF COVERAGE**

Your coverage 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 you are no longer included in the covered classes;
- (3) the date the policyholder or the employer ceases to make contributions for you;
- (4) the date you enter full-time active service in the armed forces of any country;
- (5) the date you attain the termination age as shown in the Summary of Coverages;
- (6) 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 Coverage 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 coverage will then be continued as outlined in the section below.

## **CONTINUATION OF COVERAGE DURING ABSENCE FROM WORK**

**If you are absent from work for the following reasons and provided you prepay the required premium in full, within 21 days, you will be eligible for benefit consideration following the end of any of these periods:**

- (1) **leave of absence granted** (such as personal, educational, maternity, child care, bereavement, or jury duty) other than inability to meet medical standards (IMMS), your coverage may be continued for a maximum duration of up to 24 months;

- (2) **lay-off**, your coverage may be continued for a maximum duration of up to six (6) months. Should you become disabled during the six-month period, you will not be eligible for benefit consideration unless you are recalled from lay-off status;
- (3) **suspension**, your coverage may be continued for the duration of your suspension;
- (4) **strike or lockout**, your coverage may be continued following the end of the strike or lockout;

Should you not prepay the required premium, your coverage will lapse and will not become effective until you return to full-time active work (as defined on the Definitions page) as a flight attendant.

**To ensure continued coverage for up to 24 months (six (6) months during a lay-off), you must make the first required premium payment within 21 days from the commencement of leave of absence. The date payment is received by Manion Wilkins & Associates Ltd will determine your on time payment.**

## **Vacation**

If you are on vacation and become disabled, the 14-day elimination period commences following the date first not available for work at the completion of your vacation.

If your leave of absence precedes your vacation and you have not prepaid the premium for that leave of absence, coverage will not be reinstated until you return to active work.

No prepayment of premiums is required when you are absent from work due to vacation.

## HOW TO FILE A WAGE INDEMNITY CLAIM

The Application for Wage Indemnity Plan Benefits, including the Claimant's Statement, Employer's Statement and Physician's Statement, should be completed as soon as you know you will off work for more than 14 days. Your 14-day elimination period commences from the date of your **first flight missed** or reserve day, if on reserve.

**YOUR COMPLETED APPLICATION MUST BE RECEIVED WITHIN 30DAYS OF THE END OF YOUR ELIMINATION PERIOD.**

### EMPLOYER'S STATEMENT

If not already completed when received, the Employer's Statement should be completed as soon as possible.

### CLAIMANT'S STATEMENT

- Mail the completed claimant's statement directly to **MANION WILKINS & ASSOCIATES LTD** Do not use crew boxes or leave at the Airport Office.
- In case of an accident, be sure to explain the circumstances on a separate sheet. (WCB, Motor Vehicle, Home)
- Ensure you sign and date the Authorization at the bottom of the page.

### PHYSICIAN'S STATEMENT

- You must see a physician (MD) within the 14-day elimination period in order to qualify for benefits commencing on the 15th day of your disability.
- Have your treating physician complete the Physician's Statement FULLY. Most claim delays are due to incomplete medical evidence. Please make sure that the physician's name is legible and that the address and telephone number are complete.
- Have your physician clearly indicate the diagnosis, complications (if any), treatment, medication and all dates of visits.

- If your physician does not know when you can return to work, an approximate date should be given. Indicating “indefinite” will delay your claim.
- If you are receiving treatment from any other medical practitioner who is not a licensed physician (MD), you must **ALSO** be under the regular and ongoing care of a licensed physician (MD).
- Please sign the Authorization Request. If you do not sign this authorization statement your claim will be returned to you, resulting in a delay.

**DO NOT ALTER OR ADD ANY INFORMATION TO THE PHYSICIAN'S STATEMENT!**

**TO ENSURE CONFIDENTIALITY SEND PHYSICIAN'S STATEMENT DIRECTLY TO MANION WILKINS & ASSOCIATES LTD.**

**THE EMPLOYER DOES NOT REQUIRE THE PHYSICIAN'S STATEMENT!**

If your disability arose out of, or in the course of your employment, you MUST apply for Workers' Compensation (C.S.S.T. in Quebec). However, you must also apply for Weekly Indemnity benefits in the interim. All WI claims must be submitted within 30 days of the end of your elimination period, regardless of whether you have also filed a Worker's Compensation claim. Failure to file a WI claim will jeopardize your entitlement to these benefits in the event that your Workers' Compensation claim is refused or terminated. Weekly Indemnity benefits will be payable only for a maximum of 120 days from the date of disability while a decision is pending from Workers' Compensation. Please contact your Regional Office for more information if you are applying for Workers' Compensation benefits.

When you have returned to work, notify MANION WILKINS & ASSOCIATES LTD immediately, so that your WI claim can be finalized.

**If you would like your benefits deposited directly into your bank account, please submit a void cheque with your application.**

While you are receiving WI benefits, supplementary reports will be forwarded to you periodically. Upon receipt, have this report completed and returned to the Administrator, as soon as possible so that payments will not be

delayed. It is your responsibility to provide proof of disability. You must submit proof of disability WITHIN 45 DAYS of the commencement of disability. If you submit proof after 45 days, it will not be processed unless you can show sufficient reasons in writing for not applying earlier.

The claimant is responsible for having all forms completed and any charges incurred for completion of same. Although you may fax your documents in as notification of a claim, **originals are required before your claim will be processed.**

Please note: You must advise Manion Wilkins & Associates Ltd before you travel at any time during your WI claim. Out-of-country travel requires written medical clearance from your physician.

IF YOU HAVE ANY QUESTIONS OR PROBLEMS REGARDING YOUR CLAIM, OR CLAIM SUBMISSION, PLEASE DO NOT HESITATE TO CONTACT MANION WILKINS & ASSOCIATES LTD.

ADMINISTRATOR:

MANION WILKINS & ASSOCIATES LTD  
232 Norseman Street  
Etobicoke, ON  
M8Z 2R4

1-416-234-3513 - Local  
1-800-663-7849 - Long Distance  
FAX: 1-416-234-2071

## **RETURN-TO-WORK**

When you return to work, you must notify Manion Wilkins & Associates Ltd immediately.

## **APPLYING FOR BENEFITS - TIME LIMITS**

Your claim will not be processed until both the claim statement and physician's statement have been received. You should therefore follow up with your employer and your physician to ensure the forms are completed in a timely manner and avoid denial of benefits due to late submission.

It is your responsibility to submit proof of disability within 30 days of:

- (a) the end of the 14-day elimination period;
- (b) the termination of your disability benefits under the Employment Insurance Act of Canada in order to reinstate your claim under this Wage Indemnity Plan; and
- (c) the recurrence of a disability.

**LATE CLAIMS WILL NOT BE PROCESSED UNLESS YOU CAN SHOW SUFFICIENT REASON IN WRITING FOR NOT APPLYING EARLIER.**

**YOU ARE RESPONSIBLE FOR HAVING THE CLAIM FORMS COMPLETED AND ANY CHARGES INCURRED FOR THEIR COMPLETION.**

**APPLICATION FOR CANADA/QUEBEC PENSION PLAN (CPP/QPP) DISABILITY BENEFITS**

In the event that you are totally disabled and your disability is a physical or mental impairment that is both severe and prolonged, you are required to file an application with CPP/QPP. You must submit proof of claim to Manion Wilkins & Associates Ltd.

The wage indemnity plan benefits payable to you for any period of total disability will be reduced by the amount of a disability benefit payable under the Canada/Quebec Pension Plan:

- (1) Manion Wilkins & Associates Ltd will send to you a reimbursement agreement and assignment form to sign. This agreement and assignment form should be returned to Manion Wilkins & Associates Ltd. Upon receipt of the signed reimbursement agreement and assignment form, benefits will continue at the rate of full wage indemnity plan payments due. This authorization will be updated annually

**You must keep Manion Wilkins & Associates Ltd advised of your CPP/QPP status.**

A copy of the approval/denial notice should be forwarded to Manion Wilkins & Associates Ltd so that they can adjust your wage indemnity plan benefits accordingly. **Overpaid wage indemnity plan benefits must be refunded.**

- (2) In the event that you have not completed and returned the reimbursement agreement, assignment form or approval notice upon the commencement of your disability, your long-term disability benefits will be reduced by an estimated CPP/QPP Disability Benefit. **Therefore, it is essential that you apply for CPP/QPP in a timely manner as requested.**

Should CPP/QPP deny your application, the wage indemnity plan benefits will continue **without an offset** while you remain totally disabled. In addition, you will be **reimbursed** for any wage indemnity plan benefits which were previously reduced by an estimated CPP/QPP Disability Benefit. You are responsible for providing Manion Wilkins & Associates Ltd with a copy of the denial notice. Manion Wilkins & Associates Ltd will send you a letter of explanation detailing the appeal process. Proof of appeal must be submitted within 90 days.

## **CLAIM REVIEW**

If your benefits are denied, you may apply for review of your claim in writing to Manion Wilkins & Associates Ltd who will advise you of the claim review procedures.

All requests for review and supporting documents must be postmarked **no later than 90 days** from written notification of initial denial or subsequent appeal denial.

## **CLAIM RULES**

### **PHYSICAL EXAMINATION**

SSQ, at its own expense, will have the right and opportunity to have you examined by a physician designated by him when and as often as it may reasonably require during the period of a claim under the contract.

### **OVERPAYMENT OF BENEFITS**

Nothing in this wage indemnity plan will prevent SSQ from recovering from any person or organization to whom such payment has been made any overpayment of benefits, irrespective of the cause of such overpayment.

### **VACATION**

If you are on vacation and become disabled, the 14-day elimination period commences following the date first not available for work at the completion of your vacation.

If your leave of absence precedes your vacation and you have not prepaid the premium for that leave of absence, coverage will not be reinstated until you return to active work.

## WEEKLY INDEMNITY COVERAGE

**Taxability:** Since you pay the entire cost of the coverage, the weekly indemnity benefits are nontaxable. (Disability benefits payable under the Employment Insurance Act of Canada are taxable.)

**Description of benefits:** If your disability prevents you from working as a flight attendant, in other words, if you are totally disabled, you may be eligible for weekly indemnity benefits, as follows:

After a 14-day elimination period, weekly indemnity benefits are considered for 15 weeks, the next 15 weeks of disability benefits are considered under the Employment Insurance Act of Canada, followed by consideration of an additional 46 weeks of weekly indemnity benefits.

**Amounts of weekly benefit:** An amount equal to 60% of your weekly pre-disability earnings, rounded to the next higher multiple of \$1.00 if not already a multiple thereof.

### Reduction of weekly benefit:

- (1) **The weekly benefit payable** is equal to the weekly benefit **reduced** by the total of the following amounts payable to you for the same period of total disability:
  - (a) The amount of any disability pension payable under the Canada/Quebec Pension Plan, including disability income payable on account of dependent children and excluding any cost-of-living adjustments under CPP/QPP that become effective after weekly indemnity benefits become payable.
  - (b) 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.
  - (c) 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 of Canada.

- (d) The amount of any salary continuance, remuneration, or sick leave paid by an employer, excluding vacation pay and severance pay.
- (e) The amount of any income received from any occupation or business for remuneration or profit, excluding vacation pay, severance pay and earnings from an approved rehabilitation plan or program.
- (f) The amount of maternity benefits payable under the Employment Insurance Act of Canada.

Any cost-of-living increase in the amounts payable under a government plan as described above that becomes effective after weekly indemnity benefits become payable will not further reduce your weekly benefit.

If you do not receive income and indemnities from the various sources mentioned above, it is your responsibility to prove that you are not entitled to receive any income or indemnities from such sources.

- (2) The **weekly benefit payable** may be **further reduced** so that the amount payable together with payments receivable from **all sources** (other than those listed below) will not exceed 100% of your weekly pre-disability earnings.
  - (a) a policy which is solely an individual disability income policy;
  - (b) a disability attachment to an individual life insurance policy;
  - (c) a disability attachment to a mortgage life insurance policy.

### **Rehabilitation Incentive Provision**

Your weekly benefit payable will be the lesser of:

- (1) your weekly benefit reduced by 50% of the weekly earnings you receive from an approved rehabilitation plan or program, or
- (2) the difference between your pre-disability earnings and earnings you receive from an approved rehabilitation plan or program.

**In no event will the weekly benefit payable be:**

- (a) less than the amount that would otherwise be payable under the Employment Insurance Act of Canada;**
- (b) more than your weekly pre-disability earnings.**

**Elimination period:** Benefits will be considered from the 15th consecutive day you are totally disabled.

The first day of the elimination period begins for a regular blockholder on the day the first flight is missed due to total disability and for a reserve blockholder, on the first reserve day missed due to total disability. If you are not actively at work for more than half of any day because you are totally disabled, the absence is considered one day of total disability.

Only one waiting period and only one maximum duration for the payment of indemnities apply to the same disability period for the disability benefit in question.

**Maximum benefit period:** For any one period of total disability, benefits will be considered for 76 weeks but not beyond the earliest of:

1. the date you attain age 65; or
2. the date you elect normal retirement; or
3. the date you elect early retirement; or
4. the date you elect to resign.

## **DEFINITIONS**

Where used in this weekly indemnity coverage, 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) **“Total disability” or “totally disabled”** means that, because of a medically determinable mental or physical impairment due to illness or accidental injury, you are:
  - (a) unable to perform the regular duties of a flight attendant, and
  - (b) at any time not working at any job for wage or profit (except in an approved rehabilitation plan or program).

The availability of work does not affect the determination of total disability or totally disabled.

## **A. BENEFITS FOR DISABILITY**

A weekly benefit will be paid if you become totally disabled while covered for this coverage and are under the regular care of a physician.

Payments will start when the elimination period has been completed and may continue in accordance with the benefit plan provisions while you are totally disabled.

Payment will be made weekly, computed from the end of the elimination period, provided you submit satisfactory evidence of continuing total disability as requested by Manion Wilkins & Associates Ltd.

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. RECURRENT DISABILITIES**

If you return to active work on a full-time basis following a period of total disability for which benefits were payable and, within 30 days, again become totally disabled on account of the same or related disability, you will be considered to have been continuously disabled for the purposes of the elimination period. If your subsequent disability is entirely unrelated to the previous disability, it will be considered a new disability and subject to the elimination period.

## **C. VOCATIONAL REHABILITATION BENEFITS**

Vocational rehabilitation involves a work-related activity or training strategy that:

- (1) is designed to facilitate your return to your job or other gainful employment; and
- (2) is recommended or approved by SSQ.

In considering whether or not a rehabilitation proposal is appropriate, SSQ will assess such factors as the expected duration of disability, and the level of activity required to facilitate the earliest possible return to employment.

SSQ recognizes the individual needs of persons with disabilities by making a distinction between a comprehensive rehabilitation program and a rehabilitation plan.

### **Comprehensive Rehabilitation Program**

To be classified as a comprehensive rehabilitation program, the goal must be:

- (1) to return the person to work in a different job that requires extensive or prolonged training; or
- (2) to return the person to work in a self-employed capacity.

Training is considered extensive or prolonged if it lasts longer than 12 consecutive months.

## **Rehabilitation Plan**

To be classified as a rehabilitation plan, the goal must be:

- (1) to return the person to work in the same job;
- (2) to return the person to work in a modified job with the same employer; or
- (3) to return the person to work in a different job that capitalizes on transferable skills.

## **Participation Commitment**

If, for non-medical reasons, you do not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by SSO, you will no longer be entitled to weekly indemnity benefits.

## **Employment Income**

Employment income earned during a rehabilitation period will be considered under the rehabilitation incentive provision.

## **Limitation**

Vocational rehabilitation benefits are available only while you are entitled to weekly indemnity benefits.

## **D. LIMITATIONS AND EXCLUSIONS**

### **Benefits are subject to the following limitations:**

- (1) Leave of absence, layoff, suspension, vacation, strike or lockout

You will not be eligible for benefit consideration for a total disability commencing during a leave of absence, layoff, suspension, vacation, strike, or lockout.

Please refer to the "Continuation of Coverage During Absence From Work" section (on page 7) for prepayment of premium guidelines.

(2) Vacation

If you are on vacation and become disabled, the 14-day elimination period commences following the date first not available for work at the completion of your vacation.

If your leave of absence precedes your vacation and you have not prepaid the premium for that leave of absence, coverage will not be reinstated until you return to active work.

**No prepayment of premiums is required when you are absent from work due to vacation.**

(3) Out of Canada

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

- (a) prior to departure, you requested an exception that was approved in writing by Manion Wilkins & Associates Ltd; and
- (b) you are receiving regular and continuous treatment from a physician; and
- (c) evidence satisfactory to Manion Wilkins & Associates Ltd of such regular and continuous treatment is given to Manion Wilkins & Associates Ltd within 30 days of your departure and thereafter as often as Manion Wilkins & Associates Ltd reasonably requires; and
- (d) you are available to submit to a medical examination by a physician provided and paid for by Manion Wilkins & Associates Ltd if so required by Manion Wilkins & Associates Ltd; and
- (e) you submit a physician's note approving travel as well as the dates of departure; this must be approved by Manion Wilkins & Associates Ltd.

- (4) Refusal to undergo medical examination or receive medical treatment

To receive the indemnities provided under the weekly indemnity coverage, you must agree to undergo any examination or receive appropriate treatment that is likely to promote recovery and return to work.

If you fail to comply with the above stipulations, the payment of benefits shall be suspended until the date on which it is demonstrated that you are effectively undergoing the relevant examination or receiving the relevant treatment.

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

- (1) Any period of time during which you are not participating and cooperating in an appropriate treatment program for each disabling condition. Such a program must be recommended by the licensed physician treating you and be of a nature and frequency usually required for each disabling condition.
- (2) Any period of time that you are receiving treatment by a therapist, unless such treatment is recommended by a physician and deemed appropriate by Manion Wilkins & Associates Ltd.
- (3) Any period after you fail to participate or cooperate, for non-medical reasons, in a rehabilitation plan or program that has been recommended or approved by Manion Wilkins & Associates Ltd.
- (4) Any period of time during which you are on approved leave of absence including maternity leave of absence. However, if you become totally disabled while on such a leave of absence and your weekly indemnity coverage has been continued in accordance with the "Continuation of Coverage During Absence From Work" provisions of the benefit plan provisions page, the elimination period will begin on the date on which you are scheduled to return to work.

- (5) If the disability commences while you are not actively at work (as defined on the Definitions page) due to strike or lockout, unless your disability commenced prior to strike or lockout.
- (6) If the disability commences while you are on vacation, the 14-day elimination period will commence following the date first not available for work at the completion of your vacation. If your leave of absence precedes your vacation and you have not prepaid the premium for that leave of absence, coverage will not be reinstated until you return to active work. **No prepayment of premiums is required when you are absent from work due to vacation.**
- (7) If the disability results from illness or injury while you are on full-time active duty in the armed forces of any country, state or international organization.
- (8) If the disability is due to war or act of war, whether declared or undeclared.
- (9) If the disability results from your participation in the commission of, or attempt to commit, any criminal offence.
- (10) If the disability results from an accident which occurs while you are operating a motor vehicle and your blood contains more than 80 milligrams of alcohol in 100 millilitres of blood (.08).
- (11) If the disability results from intentionally self-inflicted injuries.
- (12) If the disability results from cosmetic surgery or elective surgery, unless the surgery is for accidental injuries, or unless the surgery is medically necessary for the purposes of continuing to perform your occupation.
- (13) Any period of time during which you are:
  - (a) confined in a penal institution or other house of correction; or

(b) confined in a hospital, or similar institution, as a result of criminal proceedings.

(14) Any period of disability if, for non-medical reasons, you postpone treatment or medical intervention, surgical or otherwise, that had been previously scheduled.

**E. EXTENSION OF BENEFITS**

If your coverage terminates for any reason and you are totally disabled on that date, benefits will continue during the period of total disability as if the coverage had not terminated.

**F. WAIVER OF PREMIUMS**

The weekly indemnity coverage will be continued without payment of premiums while you are receiving benefits under this coverage, the long-term disability coverage, or any Worker's Compensation Act or similar law.

**G. THIRD PARTY CLAIM**

If you receive benefits under this coverage 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 SSQ any benefits received under this coverage for such total disability, up to the amount awarded under the third party claim.

**H. TO WHOM PAYABLE**

Benefits under this coverage will be payable to you.

**I. ASSIGNMENT**

Benefits under this coverage are not assignable, meaning that ownership of benefits cannot be transferred to any person or organization.

## LONG-TERM DISABILITY COVERAGE

**Taxability:** Since the employer contributes towards the cost of the coverage, the long-term disability benefits are taxable.

**Description of benefits:** If your disability prevents you from working after using up your weekly indemnity benefits, you may be eligible for long-term disability benefits for up to the maximum benefit period.

**Amount of monthly benefit:** 60% of your pre-disability earnings payable monthly.

### **Reduction of monthly benefit:**

- (1) The **monthly benefit payable** is equal to the monthly benefit **reduced** by the total of the following amounts payable to you for the same period of total disability:
  - (a) The amount of any disability pension payable under the Canada/Quebec Pension Plan, including disability income payable on account of dependent children and excluding any cost-of-living adjustments under CPP/QPP that become effective after long-term disability benefits become payable.
  - (b) 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.
  - (c) 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 of Canada.
  - (d) The amount of any salary continuance, remuneration, or sick leave paid by an employer, excluding vacation pay and severance pay.
  - (e) The amount of any income received from any occupation or business for remuneration or profit, excluding vacation pay, severance pay and earnings from an approved rehabilitation plan or program.

- (f) The amount of maternity benefits payable under the Employment Insurance Act of Canada.

Any cost-of-living increase in the amounts payable under a government plan as described above that becomes effective after monthly benefits become payable will not further reduce your monthly benefit.

If you do not receive income and indemnities from the various sources mentioned above, it is your responsibility to prove that you are not entitled to receive any income or indemnities from such sources.

- (2) The **monthly benefit payable** may be **further reduced** so that the amount payable together with payments receivable from **all sources** (other than those listed below) will not exceed 85% of your monthly pre-disability earnings.
  - (a) a policy which is solely an individual disability income policy;
  - (b) a disability attachment to an individual life insurance policy;
  - (c) a disability attachment to a mortgage life insurance policy.

### **Rehabilitation Incentive Provision**

During the first 12 months of the long-term disability claim, your monthly benefit payable will be the lesser of:

- (1) your monthly benefit reduced by 50% of the weekly earnings you receive from an approved rehabilitation plan or program, or
- (2) the difference between your pre-disability earnings and earnings you receive from an approved rehabilitation plan or program.

Thereafter, your monthly benefit payable will be reduced by all earnings you receive from an approved rehabilitation plan or program.

**In no event will the monthly benefit payable be more than your monthly pre-disability earnings.**

**Elimination period:** Benefits will be payable for each period of total disability after 78 weeks of total disability or, if later, on the date that any weekly indemnity benefits paid under the contract or salary continuance paid by an employer should cease.

For a regular blockholder the elimination period begins on the day the first flight is missed due to total disability, and for a reserve blockholder on the first reserve day missed due to total disability.

Only one waiting period and only one maximum duration for the payment of indemnities apply to the same disability period for the disability benefit in question.

**Maximum benefit period:** Benefit are payable up to the earliest of:

1. age 65 or earlier if the date qualified for a Company pension without actuarial reduction, according to the pension plan provisions in force at the time of retirement and you are a minimum of 60 years of age. (For further information, please refer to your pension benefit statement); or
2. the date you elect normal retirement; or
3. the date you elect early retirement; or
4. the date you elect to resign.

## **DEFINITIONS**

Where used in this long-term disability coverage, 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) **“Total disability” or “totally disabled”** means that, because of a medically determinable mental or physical impairment due to illness or accidental injury, you are:
- (a) not able to engage in any and every gainful occupation for which you are reasonably fitted by education, training or experience, and
  - (b) at any time, not working for wage or profit (except in an approved rehabilitation plan or program).

The availability of work does not affect the determination of total disability or totally disabled.

#### **A. BENEFITS FOR DISABILITY**

A monthly benefit will be paid if you become totally disabled while covered for this coverage, are under the regular care of a physician, and are younger than age 65.

Payments will start when the elimination period has been completed and may continue in accordance with the benefit plan provisions while you are totally disabled.

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

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.

#### **B. RECURRENT DISABILITIES**

If you return to active work on a full-time basis following a period of total disability for which benefits were payable and, within six (6) months, again become totally disabled on account of the same or related disability, you will be considered to have been continuously disabled for the purposes of the elimination period.

Benefits will commence immediately, and payments will commence one month from the date the disability recurs.

### **C. VOCATIONAL REHABILITATION BENEFITS**

Vocational rehabilitation involves a work-related activity or training strategy that:

- (1) is designed to facilitate a disabled person's return to the individual's job or other gainful employment; and
- (2) is recommended or approved by SSQ.

In considering whether or not a rehabilitation proposal is appropriate, SSQ will assess such factors as the expected duration of disability and the level of activity required to facilitate the earliest possible return to employment.

SSQ recognizes the individual needs of persons with disabilities by making a distinction between a comprehensive rehabilitation program and a rehabilitation plan.

#### **Comprehensive Rehabilitation Program**

To be classified as a comprehensive rehabilitation program, the goal must be:

- (1) to return the person to work in a different job that requires extensive or prolonged training; or
- (2) to return the person to work in a self-employed capacity.

Training is considered extensive or prolonged if it lasts longer than 12 consecutive months.

#### **Rehabilitation Plan**

To be classified as a rehabilitation plan, the goal must be:

- (1) to return the person to work in the same job;
- (2) to return the person to work in a modified job with the same employer; or

- (3) to return the person to work in a different job that capitalizes on transferable skills.

### **Participation Commitment**

If, for non-medical reasons, you do not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by SSQ, you will no longer be entitled to long-term disability benefits.

### **Time commitment**

The duration of a rehabilitation plan or program must be approved by SSQ. Once approved, your benefit period is guaranteed for that duration as long as you continue to participate and cooperate in the plan or program.

If you are participating in a comprehensive rehabilitation program that involves training rather than employment, the benefit period will be extended up to six (6) months after training ends. This extension is provided for purposes of job search.

### **Employment Income**

Employment income earned during a rehabilitation period will be considered under the rehabilitation incentive provision.

### **Expense Benefit**

SSQ will pay for reasonable expenses, other than usual employment expenses, associated with a rehabilitation plan or program.

The maximum expense benefit during a disability period will be 13 times your monthly benefit reduced by the amount of any rehabilitation expense benefit paid under the weekly indemnity benefit.

Expenses claimed under this provision must be pre-authorized by SSQ.

## **Limitation**

Vocational rehabilitation benefits are only available while you are entitled to long-term disability benefits.

### **D. LIMITATIONS AND EXCLUSIONS**

#### **Benefits are subject to the following limitations:**

- (1) Leave of absence, layoff, suspension, vacation, strike or lockout

You will not be eligible for benefit consideration for a total disability commencing during a leave of absence, layoff, suspension, vacation, strike, or lockout.

Please refer to the "Continuation of Coverage During Absence From Work" section (on page 7) for prepayment of premium guidelines.

- (2) Vacation

If you are on vacation and become disabled, the 14-day elimination period commences following the date first not available for work at the completion of your vacation.

If your leave of absence precedes your vacation and you have not prepaid the premium for that leave of absence, coverage will not be reinstated until you return to active work.

**No prepayment of premiums is required when you are absent from work due to vacation.**

- (3) Travel

Benefits will be suspended during any period that you are travelling unless:

- a) prior to departure, you requested an exception that was approved in writing by SSQ; and
- (b) you are receiving regular and continuous treatment from a physician; and

- (c) evidence satisfactory to SSQ of such regular and continuous treatment is given to SSQ within 30 days of your departure and thereafter as often as SSQ reasonably requires; and
  - (d) you are available to submit to a medical examination by a physician provided and paid for by SSQ if so required by SSQ; and
  - (e) you submit a physician's note approving travel as well as the dates of departure; this must be approved by SSQ.
- (4) Refusal to undergo medical examination or receive medical treatment

To receive the indemnities provided under the long-term disability coverage, you must agree to undergo any reasonable examination or receive appropriate treatment that is likely to promote recovery and return to work.

If you fail to comply with the above stipulations, SSQ shall suspend the payment of indemnities until the date on which it is demonstrated you are effectively undergoing the relevant examination or receiving the relevant treatment.

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

- (1) Any period of time during which you are not participating and cooperating in an appropriate treatment program for each disabling condition. Such a program must be recommended by the licensed physician treating you and be of a nature and frequency usually required for each disabling condition.
- (2) Any period of time that you are receiving treatment by a therapist, unless such treatment is recommended by a physician and deemed appropriate by SSQ.
- (3) Any period after you fail to participate or cooperate, for non-medical reasons, in a rehabilitation plan or program that has been recommended or approved by SSQ.

- (4) Any period of time during which you are on approved leave of absence including maternity leave of absence. However, if you become totally disabled while on such a leave of absence and your long-term disability coverage has been continued in accordance with the Continuation of Coverage During Absence From Work provisions of the benefit plan provisions page, the elimination period will begin on the date on which you are scheduled to return to work.
- (5) If the disability results from illness or injury while you are on full-time active duty in the armed forces of any country, state or international organization.
- (6) If the disability results from your participation in the commission of, or attempt to commit, any criminal offence.
- (7) If the disability results from an accident which occurs while you are operating a motor vehicle and your blood contains more than 80 milligrams of alcohol in 100 millilitres of blood (.08).
- (8) If the disability results from intentionally self-inflicted injuries.
- (9) If the disability results from cosmetic surgery or elective surgery, unless the surgery is for accidental injuries, or unless the surgery is medically necessary for the purposes of continuing to perform your occupation.
- (10) Any period of time during which you are:
  - (a) confined in a penal institution or other house of correction; or
  - (b) confined in a hospital, or similar institution, as a result of criminal proceedings.
- (11) Any period of disability if, for non-medical reasons, you postpone treatment or medical intervention, surgical or otherwise, that had been previously scheduled.

**E. EXTENSION OF BENEFITS**

If your coverage terminates for any reason and you are totally disabled on that date, benefits will continue during the period of total disability as if the coverage had not terminated.

**F. WAIVER OF PREMIUMS**

The long-term disability coverage will be continued without payment of premiums while you are receiving benefits under this coverage, the weekly indemnity coverage, or any Worker's Compensation Act or similar law.

**G. THIRD PARTY CLAIM**

If you receive benefits under this coverage 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 SSQ any benefits received under this coverage for such total disability, up to the amount awarded under the third party claim.

**H. TO WHOM PAYABLE**

Benefits under this coverage will be payable to you.

**I. ASSIGNMENT**

Benefits under this coverage are not assignable, meaning that ownership of benefits cannot be transferred to any person or organization.

This booklet is provided for information purposes only and in no way alters the stipulations and conditions of the group insurance contract.

In this booklet, SSQ designates SSQ, Life Insurance Company Inc.



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