



**Insurance**



Mount Pleasant Group

STD, LTD and AD&D Policy Number: 577535  
Basic AD&D Policy Number: GTA 60214

## **Your Group Insurance Plan**

All Other Permanent Full-Time  
Hourly-Paid Employees

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Date Prepared: December 5, 2017



**Insurance**

# Short Term Disability Insurance

## CERTIFICATE OF COVERAGE

RBC Life Insurance Company (referred to as the Company) welcomes You as a client.

This is Your certificate of coverage in plain language. However, a few terms and provisions are written as required by insurance legislation. If You have any questions about any of the terms and provisions, please consult Our claims paying office. We will assist You in any way to help You understand Your benefits.

If the terms and provisions of the certificate of coverage (issued to You) are different from the policy (issued to the Policyholder), the policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the legislation of the governing jurisdiction. When making a benefit determination under the policy, We have discretionary authority to determine Your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

On request, RBC Insurance will provide you (or to a claimant - to the extent that information is relevant to a claim or denial of a claim) with a copy of your application for insurance and any record or written document that you provided under the group policy as evidence of insurability. A reasonable fee will be charged for each copy after the first if more than one copy of each document is requested.

On request and with reasonable notice, RBC Insurance will provide you (or to a claimant – to the extent that information is relevant to a claim or denial of a claim) with or allow you to examine a copy of the group policy subject to limits prescribed by law. A reasonable fee will be charged for each copy after the first if more than one copy of the group policy is requested.

You (or a claimant) will not be provided with any information contained in any document about any individual (other than yourself/claimant) insured under the group policy.

**This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.**

RBC Life Insurance Company  
PO Box 1800 Stn B  
Mississauga Ontario L4Y 3W6

Claims Service Phone Number: 1-877-519-9501

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**BENEFITS AT A GLANCE  
SHORT TERM DISABILITY PLAN**

This Short Term Disability Plan provides financial protection for You by paying a portion of Your income while You are Disabled. The amount You receive is based on the amount You earned before Your Disability began. In some cases if Residual Disability is insured under this policy, You can receive disability payments even if You work while You are Disabled.

**EMPLOYER'S ORIGINAL PLAN**

**EFFECTIVE DATE:** April 1, 2003

**POLICY NUMBER:** 577535 053

**ELIGIBLE GROUP(S):**

All Other Permanent Full-Time Hourly-Paid Employees in active employment in Canada with the Employer

**MINIMUM HOURS REQUIREMENT:**

Employees must be working at least 24 hours per week.

**WAITING PERIOD:**

For employees in an eligible group on or before April 1, 2003: None

For employees entering an eligible group after April 1, 2003: 2 months of continuous active employment

**REHIRE:**

If Your employment ends and You are rehired within 12 months, Your previous work while in an eligible group will apply toward the Waiting Period.

**WHO PAYS FOR YOUR COVERAGE:**

Your Employer pays the cost of your coverage.

**ELIMINATION PERIOD:**

For Disability resulting from:

Injury	-	7 days
Sickness	-	7 days

**DEFINITION OF DISABILITY:**

Total and Residual Disability

**WEEKLY BENEFIT:**

66.67% of weekly earnings to a maximum benefit of \$750 per week.

**MAXIMUM PERIOD OF PAYMENT:**

25 weeks. Benefits which commence prior to your attainment of age 70 will be continued to the earliest of the date 15 weeks of payments have been made, the date you are no longer disabled or the date you retire.

NOTE: Premium payments are required for Your coverage while You are receiving payments.

**BENEFIT CALCULATED AT A DAILY RATE OF:**  
1/5<sup>th</sup>

**OTHER FEATURES:**

- λ Benefits for Mental Illness, Alcoholism and Drug Addiction
- λ Recurrent Disability Benefits

**The above items are only highlights of this Plan. For a full description of Your coverage, continue reading Your certificate of coverage section.**

**SHORT TERM DISABILITY BENEFIT  
CLAIM INFORMATION**

***WHEN DO YOU NOTIFY US OF A CLAIM?***

We encourage You to notify Us of Your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date Your Disability begins. However, You must send Us written proof of Your claim no later than 90 days after Your Elimination Period. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from Your Employer, or You can request a claim form from Us. If You do not receive the form from Us within 15 days of Your request, send Us written proof of claim without waiting for the form.

You must notify Us immediately when You return to work in any capacity.

***HOW DO YOU FILE A CLAIM?***

You and Your Employer must fill out Your own sections of the claim form and then give it to Your attending Physician. Your Physician should fill out his or her section of the form and send it directly to Us.

***WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?***

Your proof of claim, provided at Your expense, must be:

- that You are under the Regular Care of a Physician;
- the appropriate documentation of Your Weekly Earnings;
- the date Your Disability began;
- the cause of Your Disability;
- the extent of Your Disability, including restrictions and limitations preventing You from performing Your regular occupation; and
- the name and address of any Hospital or Institution where You received treatment, including all attending Physicians.

We may request that You send proof of continuing Disability indicating that You are under the regular care of a Physician. This proof, provided at Your expense, must be received within 30 days of a request by Us.

In some cases, You will be required to give Us authorization to obtain additional medical information, and to provide non-medical information as part of Your proof of claim, or proof of continuing Disability. We will deny Your claim, or stop sending You payments, if appropriate information is not submitted.

***TO WHOM WILL WE MAKE PAYMENTS?***

We will make payments to You.

***CAN YOU DESIGNATE A BENEFICIARY?***

No beneficiary designation for the insurance under this policy shall be valid. You do not have the right to name a beneficiary for any amount of insurance money payable under this policy.

***WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?***

We have the right to recover any overpayments due to:

- fraud; and
- any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made.

We will not recover more money than the amount We paid You.



## **GENERAL PROVISIONS**

### ***WHAT IS THE CERTIFICATE OF COVERAGE?***

This certificate of coverage is a written statement prepared by Us and may include attachments. It tells You:

- the coverage for which You may be entitled;
- to whom We will make a payment; and
- the limitations, exclusions and requirements that apply within a Plan.

### ***WHEN ARE YOU ELIGIBLE FOR COVERAGE?***

If You are working for Your Employer in an eligible group, the date You are eligible for coverage is the later of:

- the Plan effective date; or
- the day after You complete Your Waiting Period.

### ***WHEN DOES YOUR COVERAGE BEGIN?***

When Your Employer pays 100% of the cost of Your coverage under a Plan, You will be covered at 12:01 a.m. on the date You are eligible for coverage.

When You and Your Employer share the cost of Your coverage under a Plan or when You pay 100% of the cost Yourself, You will be covered at 12:01 a.m. on the latest of:

- the date You are eligible for coverage, if You apply for insurance on or before that date;
- the date You apply for insurance, if You apply within 31 days after Your eligibility date; or
- the date We approve Your application, if Evidence of Insurability is required.

Evidence of Insurability is required if You:

- are a late applicant, which means You apply for coverage more than 31 days after the date You are eligible for coverage; or
- voluntarily cancelled Your coverage and are reapplying.

An Evidence of Insurability form can be obtained from Your Employer.

### ***WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?***

If You are absent from work due to Injury, Sickness, temporary Layoff or Leave of Absence, Your coverage will begin on the date You return to Active Employment.

If You are absent from work due to Maternity Leave of Absence or Parental Leave of Absence, or Compassionate Care Leave of Absence, You will be considered in Active Employment.

**ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?**

If You are on a temporary Layoff, and if premium is paid, You will be covered through the end of the month that immediately follows the month in which Your temporary Layoff begins.

If You are on a Leave of Absence, and if premium is paid, You will be covered through the end of the month that immediately follows the month in which Your Leave of Absence begins.

If You are absent from work due to Maternity Leave of Absence or Parental Leave of Absence, or Compassionate Care Leave of Absence, You will be considered in Active Employment.

**WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?**

Once Your coverage begins and You are in Active Employment, any increase or additional coverage will take effect on the later of:

- the date Your coverage changes; or
- the date We approve Your Evidence of Insurability form, if Evidence of Insurability is required.

If You are not in Active Employment due to Injury, Sickness, temporary Layoff or Leave of Absence, any increased or additional coverage will take effect on the later of:

- the date You return to Active Employment; or
- the date We approve Your Evidence of Insurability form, if Evidence of Insurability is required.

Any decrease in coverage will take effect immediately but will not affect a Payable Claim that occurs prior to the decrease.

**WHEN DOES YOUR COVERAGE END?**

Your coverage under the policy or a Plan ends on the earliest of:

- the date the policy or a Plan is cancelled;
- the date You no longer are in an eligible group;
- the date Your eligible group is no longer covered;
- the last day of the period for which You made any required contributions;
- the last day You are in Active Employment except as provided under the covered Layoff and Leave of Absence provisions; or
- Your 70<sup>th</sup> birthday. However, if You have started receiving benefit payments under this policy prior to attaining such age, the eligible benefit payments will continue to the lesser of 15 weeks or the Maximum Period of Payment as shown in the Benefits At A Glance.

In the event that Your employment is terminated by Your Employer, and Your Employer has not provided You with written notification of Your termination, coverage will be extended for a period of notice as required by federal or provincial employment standards legislation. In no event will Your coverage extend beyond the date this policy terminates.

If You work and reside in Quebec Your coverage will terminate automatically and without notice as soon as anything happens which otherwise would cause Us to violate the Revised Statutes of Quebec, Chapter A-29.01, as amended.

We will provide coverage for a Payable Claim which occurs while You are covered under the policy or Plan.

### ***WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?***

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation, or the time periods set out below, whichever is later.

A legal action for payments under the Group Short Term Disability insurance provisions may not be commenced:

- more than 2 years after the date that the first payment became due, if the Company made no payments; or
- more than 2 years after the date the next payment would have become due, if the Company began making payments and then stopped.

### ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?***

We consider any statements You or Your Employer make in a signed application for coverage a representation and not a warranty. If any of the statements You or Your Employer make are not complete and/or not true at the time they are made, We can:

- reduce or deny any claim; or
- cancel Your coverage from the original effective date.
- 

We will use only statements made in a signed application as a basis for doing this. These statements cannot be used to reduce or deny coverage if Your coverage has been in force for at least 2 years.

However, if the Employer gives Us information about You that is incorrect, we will:

- use the facts to determine if You have coverage under the Plan according to the policy provisions and in what amounts; and
- make a fair adjustment of the premium.

**HOW WILL WE HANDLE FRAUD?**

We want to ensure You and Your Employer do not incur additional insurance costs as a result of the undermining effects of fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if You knowingly, and with intent to injure, defraud or deceive Us, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of Your claim, and are subject to prosecution and punishment to the full extent under provincial and/or federal law. We will pursue all appropriate legal remedies in the event of fraud.

**DOES THE POLICY REPLACE OR AFFECT ANY REQUIREMENTS FOR COVERAGE BY WORKERS' COMPENSATION ACT / WORKPLACE SAFETY AND INSURANCE ACT?**

The policy does not replace or affect the requirements for coverage by any Workers' Compensation Act/WSIB or similar legislation, other than as stated under the **How much will we pay You if You are disabled?** section.

**DOES YOUR EMPLOYER ACT AS YOUR AGENT OR OUR AGENT?**

For purposes of the policy, Your Employer acts on its own behalf or as Your agent. Under no circumstances will Your Employer be deemed the agent of the Company.

**SHORT TERM DISABILITY  
BENEFIT INFORMATION**

**HOW DO WE DEFINE DISABILITY?**

**Residual Disability from Your own occupation**

You are Residually Disabled from Your Own Occupation when We determine that You were Disabled during the Elimination Period shown in the Benefits at a Glance and You continue in or return to Active Employment after the Elimination Period but are still so Disabled as a result of the same or related Injury or Sickness that:

1. You are unable to perform the Important Duties of Your Own Occupation,
2. You are not earning more than 100% of Your Pre-Disability Earnings, and
3. You are under the Regular Care of a legally qualified Physician.

The loss, revocation, restriction, non-renewal or inability to gain a license, permit or certification for any reason does not in and of itself constitute Disability.

Mental Illness, alcoholism or drug addiction is considered a Sickness under this Plan as long as You are receiving continuous treatment in an accredited treatment program satisfactory to the Company, or are receiving medical care appropriate to the mental illness.

We may require You to be examined by a Physician, or other medical practitioner or vocational or functional capacities expert of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. We may require You to be interviewed by an authorized Company Representative.

**Total Disability from Your own occupation**

You are totally disabled from Your Own Occupation when We determine that:

- (a) You cannot perform the Important Duties of Your Own Occupation, and
- (b) You are not engaged in any other occupation, and
- (c) You are under the Regular Care of a Physician.

Benefits are payable if you are Disabled due to an Injury or Sickness from the day after the day shown in the Benefits at a Glance.

The loss, revocation, restriction, non-renewal or inability to gain a license, permit or certification for any reason does not in and of itself constitute Disability.

Mental Illness, alcoholism or drug addiction is considered a Sickness under this Plan as long as You are receiving continuous treatment in an accredited treatment program satisfactory to the Company, or are receiving medical care appropriate to the mental illness.

We may require You to be examined by a Physician, or other medical practitioner or vocational or functional capacities expert of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. We may require You to be interviewed by an authorized Company Representative.

**HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?**

You must be continuously Disabled through the Elimination Period shown in the Benefits at a Glance.

**CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?**

Yes, provided You meet the definition of Residually Disabled. Under this Plan, a Residual Disability can cease during the Elimination Period for any 14 days or less and not require the beginning of a new Elimination Period.

The days that You are not Residually Disabled will not count toward satisfying the Elimination Period before benefits begin.

However, if the Residual Disability causes You to be absent from Active Employment for part of a week, the whole week will be counted towards satisfying the Elimination Period. This also includes working on reduced hours or Part-Time Basis employment (provided You were not a Part-Time Basis Employee just prior to Disability).

**WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?**

You will begin to receive payments when We approve Your claim, providing the Elimination Period has been met. We will send You a payment bi-weekly for any period for which We are liable.

After the Elimination Period, if You are Disabled for less than 1 week, We will send You a portion of Your payment calculated at a daily rate shown in the Benefits at a Glance.

**HOW MUCH WILL WE PAY YOU IF YOU ARE DISABLED?**

**Payment of Residual Disability Benefits**

If You become Residually Disabled, We will pay You Residual Disability Benefits.

If, during any week the sum of Your Weekly Benefit shown in the Benefits at a Glance, plus Your Weekly Earnings received from any work for wages or profit exceed 100% of Your Net Pre-Disability Earnings, if the benefit is non-taxable or 100% of Your Gross Pre-Disability Earnings, if the benefit is taxable, the Residual Disability Benefit payable for that particular week will be further reduced by the excess amount.

If, during any week the sum of Your Weekly Benefit shown in the Benefits at a Glance, plus Your Weekly Earnings received from any work for wages or profit is less than 100% of Your Net Pre-Disability Earnings, if the benefit is non-taxable or 100% of Your Gross Pre-Disability Earnings, if the benefit is taxable, the Residual Disability Benefit payable for that particular week will be equal to the amount shown in the Benefits at a Glance.

Residual Disability Benefits is payable to the earlier of the termination of the Disability or the end of the Maximum Period of Payment shown in the Benefits at a Glance.

If Disability occurs during Leave of Absence, Layoff, strike or lock-out, the Weekly Benefit will start to accrue on the later of the date the Elimination Period ends or the actual date Leave of Absence, Layoff, strike or lock-out ends, provided You remain Disabled.

**NOTE:** In the event that benefits were payable to You under any Workers' Compensation/Workplace Safety and Insurance or similar law, but ceased to be payable due to the non-cooperation on Your part as specified under the law, the Weekly Benefit payable will be fully coordinated and offset by any amount which would have been payable or continued to have been payable had You cooperated.

We may require You to send proof of Your Disability Weekly Earnings each week. We will adjust Your weekly payment based on Your disability Weekly Earnings.

As part of Your proof of Disability Weekly Earnings, We can require that You send Us appropriate financial records which we believe are necessary to substantiate Your income

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

The Weekly Benefit is payable for as long as You remain Totally Disabled after the Elimination Period but in no event beyond the expiration of the Maximum Period of Payment shown in the Benefits at a Glance.

If Total Disability occurs during Leave of Absence, Layoff, strike or lock-out, the Weekly Benefit will start to accrue on the later of the date the Elimination Period ends or the actual date Leave of Absence, Layoff, strike or lock-out ends, provided You remain Totally Disabled.

**NOTE:** In the event that benefits were payable to You under any Workers' Compensation/Workplace Safety and Insurance or similar law, but ceased to be payable due to the non-cooperation on Your part as specified under the law, the Weekly Benefit payable will be fully coordinated and offset by any amount which would have been payable or continued to have been payable had You cooperated.

We may require You to send proof of Your Disability Weekly Earnings each week. We will adjust Your weekly payment based on Your disability Weekly Earnings.

As part of Your proof of Disability Weekly Earnings, We can require that You send Us appropriate financial records which we believe are necessary to substantiate Your income

### ***WHAT ARE YOUR WEEKLY EARNINGS?***

**"Weekly Earnings"** means the equivalent of Your regular rate of earnings from Your Employer just prior to becoming Disabled. It will not include earnings received from commissions, bonuses, overtime, dividends or other special compensation.

If the Weekly Benefit payable under this policy is less than the benefit that would have been paid under the Employment Insurance Act of Canada, the Employee's Weekly Earnings for the calculation of the Weekly Benefit provided under this policy will be adjusted to correspond to the insurable earnings as defined in the Employment Insurance Act of Canada and as declared by the Employer.

### ***WHAT WILL WE USE FOR WEEKLY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?***

If You become Disabled while on a covered Layoff or Leave of Absence, We will use Your Weekly Earnings from Your Employer in effect just prior to the date Your absence begins.

## **HOW LONG WILL WE CONTINUE TO SEND YOU PAYMENTS?**

We will send You a payment bi-weekly up to the Maximum Period of Payment. Your maximum period of payment is shown in the Benefits at a Glance during a continuous period of Disability.

## **WHEN WILL PAYMENTS STOP?**

We will stop sending You payments and Your claim will end on the earliest of the following:

### **For Residual Disability, if applicable**

- when You are able to work in Your own occupation on a Part-Time Basis but You choose not to;
- the end of the Maximum Period of Payment;
- the date You are no longer Disabled under the terms of the Plan;
- the date You fail to undergo a medical examination as required by the Company, or fail to participate (without reasonable medical documentation approved by the Company) in a rehabilitation or return-to-work program recommended and approved by the Company;
- the date You fail to submit proof of continuing Disability; or
- the date You die.

### **For Total Disability**

- the end of the Maximum Period of Payment;
- the date You are no longer Disabled under the terms of the Plan;
- the date You fail to undergo a medical examination as required by the Company, or fail to participate (without reasonable medical documentation approved by the Company) in a rehabilitation or return-to-work program recommended and approved by the Company;
- the date You fail to submit proof of continuing Disability; or
- the date You die.

## **WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?**

Weekly Benefits will not be paid:

- a) for injury or sickness for which You are eligible to receive income benefits under any Workers' Compensation/Workplace Safety and Insurance or similar law;
- b) during any period in which You are working (other than residually) for wages or profit;
- c) for injury or sickness for which the Employee is eligible to receive disability income benefits under any provincial automobile liability insurance plan or automobile accident schedule that does not take income benefits payable by Employment Insurance into account when paying their benefits;
- d) any period when You fail to undergo a medical examination as required by the Company, or fail to participate (without reasonable medical documentation approved by the Company) in a rehabilitation or return-to-work program recommended and approved by the Company;
- e) during any Leave of Absence. If Your Disability commences during Leave of Absence, the Weekly Benefit will commence on the later of the date the Elimination Period ends or the date Leave of Absence ends, provided You remain Disabled. Maternity leave is a form of Leave of Absence and is deemed to commence on the earlier of the date scheduled by You (in agreement with Your Employer) or the actual date of delivery;



- f) during any period of Layoff, strike or lock-out if Disability commences during such Layoff, strike or lock-out. Provided You remain Disabled, benefits will start to accrue on the later of the date the Elimination Period ends or the actual date the Layoff, strike or lock-out ends;
- g) during any period in which You are receiving benefits under an employer sponsored salary continuance or wage-loss program.

Your Plan does not cover losses, disability, or charges resulting wholly or partly, directly or indirectly from:

- a) Your suicide, attempted suicide, or intentionally self-inflicted injury, while You are sane or insane
- b) insurrection or war, whether war is declared or not, Your participating in a riot or civil commotion, or Your service in the armed forces of any nation;
- c) Your committing or attempting to commit or provoking an assault or criminal offence under the Criminal Code.

We will not pay a Weekly Benefit for any period of Disability during which You are incarcerated.

#### ***WHAT IF YOU BECOME PREGNANT?***

Weekly Benefits are paid in the event of an illness resulting from a Complication of Pregnancy as required by law. However, no benefits are payable for any Sickness or Injury:

- a) during Your Maternity Leave or Parental Leave taken in accordance with provincial or federal legislation or during any maternity leave taken in agreement with Your Employer. Benefits will be paid during a health-related portion of a maternity leave, if required by law.
- b) in the course of any period during which You receive maternity or parental benefits from the Employment Insurance Commission or the Quebec Parental Insurance Plan;
- c) during any extension of Your Maternity Leave beyond the periods specified above, if You were entitled to and requested such extension.

Maternity leave is deemed to commence on the earlier of the date elected by You or the date of delivery. Your elected date (in agreement with Your Employer) may also be one required by Your Employer where such action is permitted by provincial or federal legislation, if Your performance is affected during pregnancy.

#### ***WHAT HAPPENS IF YOU RETURN TO WORK FULL-TIME AND YOUR DISABILITY OCCURS AGAIN?***

1. If Your current Disability is related to or due to the same cause(s) as Your prior Disability for which We made a payment:

We will treat Your current Disability as part of Your prior claim and You will not have to complete another Elimination Period when You are performing any occupation for Your Employer on a full-time basis for 14 consecutive days or less.

2. If Your current Disability is unrelated to Your prior Disability for which We made a payment:

We will treat Your current Disability as part of Your prior claim and You will not have to complete another Elimination Period when You are performing any occupation for Your Employer on a full-time basis for less than 1 full day.

Your Disability, as outlined above, will be subject to the same terms of the Plan as Your prior claim.

If You do not satisfy Item 1 or 2 above, Your Disability will be treated as a new claim and will be subject to all of the policy provisions.

## GLOSSARY

**ACCIDENTAL INJURY** means bodily injury caused directly and independently of all other causes by external, violent, and purely accidental means.

**ACTIVE EMPLOYMENT** means You are working for Your Employer for earnings that are paid regularly and that You are performing the important duties of Your Own Occupation. You must be working at least the minimum number of hours described under Eligible Group(s) in each Plan. Your work site must be:

- Your Employer's usual place of business;
- an alternate work site at the direction of Your Employer; or
- a location to which Your job requires You to travel.

Normal vacation is considered active employment. Temporary and seasonal workers are excluded from coverage.

**CLAIMANT** means any person who has submitted a claim for benefits under the policy to the Company.

**COMPASSIONATE CARE LEAVE** means a leave allowed by federal or provincial law to care for a family member (as defined in the law) who has a serious medical condition which has significant risk of death within the period specified by the law.

**COMPLICATIONS OF PREGNANCY** means that part of Your pregnancy during which abnormal conditions or concurrent disease significantly affect the pregnancy's usual medical management. A complication may exist during the pregnancy, during the delivery, or after the delivery.

**DISABILITY and DISABLED** mean either Total Disability and Totally Disabled or Residual Disability and Residually Disabled if such benefit is included in the plan.

**DISABILITY EARNINGS** means the earnings which You receive while You are Disabled and working, plus the earnings You could receive if You were working to Your Maximum Capacity.

**ELIMINATION PERIOD** means a period of continuous Disability which must be satisfied before You are eligible to receive benefits from Us.

**EMPLOYEE** means a citizen or permanent resident of Canada who is in Active Employment in Canada with the Employer unless an exception is applied for and approved by Us.

**EMPLOYER** means the Policyholder, and included any division, subsidiary or affiliated company named in the policy.

**EVIDENCE OF INSURABILITY** means a statement of Your medical history which We will use to determine if you are approved for coverage. Evidence of Insurability will be at Our expense.

**GRACE PERIOD** means the period of time following the premium due date during which premium payment may be made.

**GROSS PRE-DISABILITY EARNINGS** means Your total Weekly Earnings, prior to any deductions required by law, on the date of the commencement of Disability.

**HOSPITAL OR INSTITUTION** means an accredited facility licensed to provide care and treatment for the condition causing your Disability.

**IMPORTANT DUTIES** means duties that:

- are normally required for the performance of Your Own Occupation; and
- cannot be reasonably omitted or modified, except that if You are required to work on average in excess of 40 hours per week, We will consider you able to perform that requirement if You are working or have the capacity to work 40 hours per week.

**INJURY** means an Accidental Injury which causes Your Disability within 90 days after the date the injury is sustained.

**LAW, PLAN OR ACT** means the original enactments of the law, plan or act and all amendments.

**LAYOFF or LEAVE OF ABSENCE** means you are temporarily absent from Active Employment for a period of time that has been agreed to in advance in writing by Your Employer.

Maternity Leave, Parental Leave and Compassionate Care Leave is considered a form of Leave of Absence.

Your normal vacation time or any period of Disability is not considered a temporary layoff or leave of absence.

**MATERNITY LEAVE OF ABSENCE or PARENTAL LEAVE OF ABSENCE** means:

1. a period of time:
  - mutually agreed to between you and your Employer prior to your actual absence; or
  - as defined by your Employer's maternity leave of absence policy and/or parental leave of absence policy;
2. any period of formal maternity and/or parental leave you are entitled to under federal or provincial legislation governing your Employer; or
3. any period during which you receive maternity leave benefits, parental leave benefits, and pregnancy-related sickness benefits, or any combination of these benefits under the Employment Insurance Act or the Quebec Parental Insurance Plan.

For the purposes of parental leave, a parent includes natural and adoptive parents, as well as a person in a relationship of some permanence with the natural or adoptive parents of the child who intends to treat the child as his/her own.

**MAXIMUM CAPACITY** means, based on your restrictions and limitations, the greatest extent of work You are able to do in Your Own Occupation, that is reasonably available.

**MAXIMUM PERIOD OF PAYMENT** means the longest period of time We will make payments to you for any one period of Disability.

**NET PRE-DISABILITY EARNINGS** means Your Gross Pre-Disability Earnings less weekly deductions that were required by law on the date of commencement of Disability. These deductions will be limited to federal and provincial income tax (calculated using Basic Personal Exemptions only), Canada or Quebec Pension and Employment Insurance Commission contributions.

**PART-TIME BASIS** means working less than the minimum number of hours as described under Eligible Group(s) in each plan.

**PAYABLE CLAIM** means a claim for which We are liable under the terms of the policy.

**PLAN** means a line of coverage under the policy.

**POLICYHOLDER** means the Employer to whom the policy is issued.

**PRE-DISABILITY EARNINGS** means Your Gross Pre-Disability Earnings if the benefit is taxable, or Net Pre-Disability Earnings if the benefit is non-taxable.

**PHYSICIAN** means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

We will not recognize You, or Your spouse, children, parents, or siblings as a Physician for a claim that You send Us.

**RECURRENT DISABILITY** means a Disability which is:

- caused by a worsening in Your condition; and
- due to the same cause(s) as Your prior Disability for which We made a Short Term Disability payment.

**REGULAR CARE** means:

- you personally visit a Physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat Your Disabling condition(s); and
- you are receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for Your Disabling condition(s) by a Physician whose specialty or experience is the most appropriate for Your Disabling condition(s), according to generally accepted medical standards.

**OWN OCCUPATION** means the occupation You are routinely performing when Your Disability begins. We will look at Your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

**SICKNESS** means disease or illness or any medical condition resulting from pregnancy. Any Disability which is caused or contributed to by Accidental Injury and commences more than 90 days after the date such Accidental Injury is sustained, shall be considered as resulting from Sickness.

**WAITING PERIOD** means the continuous period of time (shown in each plan) that You must be in Active Employment in an eligible group before You are eligible for coverage under a plan.

**WE, US and OUR** mean RBC Life Insurance Company.

**WEEKLY BENEFIT** means the total benefit amount for which an Employee is insured under this plan subject to the maximum benefit.

**YOU and YOUR** mean a person who is eligible for Our coverage.



**Insurance**

# Long Term Disability Insurance

## CERTIFICATE OF COVERAGE

RBC Life Insurance Company (referred to as RBC Insurance) welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

RBC Insurance has written your certificate of coverage in plain language. However, a few terms and provisions are written as required by insurance legislation. If you have any questions about any of the terms and provisions, please consult RBC Insurance's claims paying office. RBC Insurance will assist you in any way to help you understand your benefits.

If the terms and provisions of the certificate of coverage (issued to you) are different from the policy (issued to the policyholder), the policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the legislation of the governing jurisdiction. When making a benefit determination under the policy, RBC Insurance has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

On request, RBC Insurance will provide you (or to a claimant - to the extent that information is relevant to a claim or denial of a claim) with a copy of your application for insurance and any record or written document that you provided under the group policy as evidence of insurability. A reasonable fee will be charged for each copy after the first if more than one copy of each document is requested.

On request and with reasonable notice, RBC Insurance will provide you (or to a claimant - to the extent that information is relevant to a claim or denial of a claim) with or allow you to examine a copy of the group policy subject to limits prescribed by law. A reasonable fee will be charged for each copy after the first if more than one copy of the group policy is requested.

You or a claimant will not be provided with any information contained in any document about any individual (other than yourself/claimant) insured under the group policy.

**This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.**

RBC Life Insurance Company  
PO Box 1800 Stn B  
Mississauga ON L4Y 3W6  
Claims Service Phone Number: 1-877-519-9501



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# BENEFITS AT A GLANCE

## LONG TERM DISABILITY PLAN

This long term disability plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled.

### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** April 1, 2003

**POLICY NUMBER:** 577535 051

### ELIGIBLE GROUP(S):

All Other Permanent Full-Time Hourly-Paid Employees in active employment in Canada with the Employer

### MINIMUM HOURS REQUIREMENT:

Employees must be working at least 24 hours per week.

### WAITING PERIOD:

For employees in an eligible group on or before April 1, 2003: None

For employees entering an eligible group after April 1, 2003: 2 months of continuous active employment

### REHIRE:

If your employment ends and you are rehired within 12 months, your previous work while in an eligible group will apply toward the waiting period. All other policy provisions apply.

### WHO PAYS FOR THE COVERAGE:

Your Employer pays the cost of your coverage.

### ELIMINATION PERIOD:

The later of:

- 180 days; or
- the date your accumulated sick leave or salary continuation payments end, if applicable.

Benefits begin the day after the elimination period is completed.

### MONTHLY BENEFIT:

The least of Items 1, 2 or 3 below:

1. 70% of pretax monthly earnings, less 100% of direct deductible sources of income;
2. if the monthly benefit is taxable, 85% of pretax monthly earnings, less 100% of direct and indirect deductible sources of income; or  
if the monthly benefit is nontaxable, 85% of post-tax monthly earnings, less 100% of direct and indirect deductible sources of income;
3. \$4,500, the maximum monthly benefit.

Your payment may be reduced by disability earnings. Some disabilities may not be covered or may have limited coverage under this plan.

**MAXIMUM PERIOD OF PAYMENT:**

Age at Disability  
Less than age 64  
64 but less than 65

Maximum Period of Payment  
To age 65, but not less than 1 year  
1 year

No premium payments are required for your coverage while you are receiving payments under this plan.

**REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFIT:**

10% of your gross disability payment to a maximum benefit of \$1,000 per month.

In addition, we will make monthly payments to you for 3 months following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

**DEPENDENT CARE EXPENSE BENEFIT:**

While you are participating in RBC Insurance's Rehabilitation and Return to Work Assistance program, you may receive payments to cover certain dependent care expenses limited to the following amounts:

Dependent Care Expense Benefit Amount: \$350 per month, per dependent

Dependent Care Expense Maximum Benefit Amount: \$1,000 per month for all eligible dependent care expenses combined

**TOTAL BENEFIT CAP:**

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings. However, if you are participating in RBC Insurance's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings.

**OTHER FEATURES:**

Best Doctors (r)

Continuity of Coverage

Pre-Existing: 3/12

Survivor Benefit

Work Life Assistance Program

**The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.**

## **CLAIM INFORMATION**

### **LONG TERM DISABILITY**

#### ***WHEN DO YOU NOTIFY RBC INSURANCE OF A CLAIM?***

We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date your disability begins. However, you must send RBC Insurance written proof of your claim no later than 90 days after the date your disability begins. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from your Employer, or you can request a claim form from us. If you do not receive the form from RBC Insurance within 15 days of your request, send RBC Insurance written proof of claim without waiting for the form.

You must notify us immediately when you return to work in any capacity.

#### ***HOW DO YOU FILE A CLAIM?***

You and your Employer must fill out your own sections of the claim form and then give it to your attending physician. Your physician should fill out his or her section of the form and send it directly to RBC Insurance.

#### ***WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?***

Your proof of claim, provided at your expense, must show:

- that you are under the **regular care** of a **physician**;
- the appropriate documentation of your monthly earnings;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation; and
- the name and address of any **hospital or institution** where you received treatment, including all attending physicians.

We may request that you send proof of continuing disability indicating that you are under the regular care of a physician. This proof, provided at your expense, must be received within 30 days of a request by us.

In some cases, you will be required to give RBC Insurance authorization to obtain additional medical information and to provide non-medical information as part of your proof of claim, or proof of continuing disability. RBC Insurance will deny your claim, or stop sending you payments, if the appropriate information is not submitted.

#### ***TO WHOM WILL RBC INSURANCE MAKE PAYMENTS?***

RBC Insurance will make payments to you.

***CAN YOU DESIGNATE A BENEFICIARY?***

No beneficiary designation for the insurance under this policy shall be valid. You do not have the right to name a beneficiary for any amount of insurance money payable under this policy.

***WHAT HAPPENS IF RBC INSURANCE OVERPAYS YOUR CLAIM?***

RBC Insurance has the right to recover any overpayments due to:

- fraud;
- any error RBC Insurance makes in processing a claim; and
- your receipt of deductible sources of income.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

RBC Insurance will not recover more money than the amount we paid you.

## GENERAL PROVISIONS

### **WHAT IS THE CERTIFICATE OF COVERAGE?**

This certificate of coverage is a written statement prepared by RBC Insurance and may include attachments. It tells you:

- the coverage for which you may be entitled;
- to whom RBC Insurance will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

### **WHEN ARE YOU ELIGIBLE FOR COVERAGE?**

If you are working for your Employer in an eligible group, the date you are eligible for coverage is the later of:

- the plan effective date; or
- the day after you complete your **waiting period**.

### **WHEN DOES YOUR COVERAGE BEGIN?**

When your Employer pays 100% of the cost of your coverage under a plan, you will be covered at 12:01 a.m. on the date you are eligible for coverage.

When you and your Employer share the cost of your coverage under a plan or when you pay 100% of the cost yourself, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you apply for insurance on or before that date;
- the date you apply for insurance, if you apply within 31 days after your eligibility date; or
- the date RBC Insurance approves your application, if **evidence of insurability** is required.

Evidence of insurability is required if you:

- are a late applicant, which means you apply for coverage more than 31 days after the date you are eligible for coverage; or
- voluntarily cancelled your coverage and are reapplying.

An evidence of insurability form can be obtained from your Employer.

### **WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?**

If you are absent from work due to injury, sickness, temporary layoff, leave of absence, or lawful strike or lockout, your coverage will begin on the date you return to **active employment**.

If you are absent from work due to pregnancy leave of absence or parental leave of absence, compassionate care leave of absence or similar leave of absence as provincially or federally allowed, you will be considered in active employment.

## ***ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?***

If you are on a temporary **layoff**, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your temporary layoff begins.

If you are on a **leave of absence**, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your leave of absence begins.

If you are absent from work due to **pregnancy leave of absence** or **parental leave of absence**, **compassionate care leave** of absence or similar leave of absence as provincially or federally allowed, you will be considered in active employment.

If you are absent from work due to a lawful strike or lockout, and if premium is paid, you will be covered for the duration of the lawful strike or lockout, but for no longer than is provincially or federally required.

## ***WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?***

Once your coverage begins and you are in active employment, any increased or additional coverage will take effect on the later of:

- the date your coverage changes; or
- the date RBC Insurance approves your evidence of insurability form, if evidence of insurability is required.

If you are not in active employment due to injury, sickness, temporary layoff, leave of absence, or lawful strike or lockout, any increased or additional coverage will take effect on the later of:

- the date you return to active employment; or
- the date RBC Insurance approves your evidence of insurability form, if evidence of insurability is required.

Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

## ***WHEN DOES YOUR COVERAGE END?***

Your coverage under the policy or a plan ends on the earliest of:

- the date the policy or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions;
- the last day you are in active employment except as provided under the covered layoff, leave of absence, and lawful strike and lockout provisions; or
- your 65th birthday.

In the event your employment is terminated by your Employer, and your Employer has not provided you with written notification of your termination, coverage will be extended for the period of notice as required by federal or provincial employment

standards legislation. In no event will your coverage extend beyond the date this policy terminates.

If you work and reside in Quebec, your coverage will terminate automatically and without notice as soon as anything happens which otherwise would cause RBC Insurance to violate the Revised Statutes of Quebec, Chapter A-29.01, as amended.

RBC Insurance will provide coverage for a payable claim which occurs while you are covered under the policy or plan.

### ***WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?***

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation, or the time periods set out below, whichever is later.

A legal action for money payable in the event of a person's death must be commenced not later than the earlier of:

- 2 years after proof of claim has been provided; or
- 6 years after the date of the death.

A legal action for payments under the Group Long Term Disability insurance provisions may not be commenced:

- more than 2 years after the date that the first payment became due, if the Company made no payments; or
- more than 2 years after the date the next payment would have become due, if the Company began making payments and then stopped.

### ***HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?***

RBC Insurance considers any statements you or your Employer make in a signed application for coverage a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application as a basis for doing this.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make an adjustment of the premium.

### ***HOW WILL RBC INSURANCE HANDLE FRAUD?***

RBC Insurance wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of fraud. RBC Insurance promises to focus on all means necessary to support fraud detection, investigation, and prosecution.



It is a crime if you knowingly, and with intent to injure, defraud or deceive RBC Insurance, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under provincial and/or federal law. RBC Insurance will pursue all appropriate legal remedies in the event of fraud.

***DOES THE POLICY REPLACE OR AFFECT ANY REQUIREMENTS FOR COVERAGE BY WORKERS' COMPENSATION ACT?***

The policy does not replace or affect the requirements for coverage by any Workers' Compensation Act or similar legislation.

***DOES YOUR EMPLOYER ACT AS YOUR AGENT OR RBC INSURANCE'S AGENT?***

For purposes of the policy, your Employer acts on its own behalf or as your agent. Under no circumstances will your Employer be deemed the agent of RBC Insurance.

## LONG TERM DISABILITY

### BENEFIT INFORMATION

#### ***HOW DOES RBC INSURANCE DEFINE DISABILITY?***

You are disabled when RBC Insurance determines that:

- you are **limited** from performing the **material and substantial duties** of your **regular occupation** due to your **sickness or injury**; and
- you have a 20% or more loss in your **indexed monthly earnings** due to the same sickness or injury.

After 12 months of payments, you are disabled when RBC Insurance determines that due to the same sickness or injury, you are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by education, training or experience.

You must be under the regular care of a physician in order to be considered disabled.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

We may require you to be examined by a physician, other medical practitioner and/or vocational expert of our choice. RBC Insurance will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized RBC Insurance Representative.

#### ***HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?***

You must be continuously disabled through your **elimination period**. RBC Insurance will treat your disability as continuous if your disability stops for 30 days or less during the elimination period. The days that you are not disabled will not count toward your elimination period.

Your elimination period is the later of:

- 180 days; or
- the date your **accumulated sick leave or salary continuation** payments end, if applicable.

#### ***CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?***

Yes. If you are working while you are disabled, the days you are disabled will count toward your elimination period.

#### ***WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?***

You will begin to receive payments when we approve your claim, providing the elimination period has been met and you are disabled. We will send you a payment monthly for any period for which RBC Insurance is liable.

## ***HOW MUCH WILL RBC INSURANCE PAY YOU IF YOU ARE DISABLED?***

We will follow this process to figure your payment:

1. Multiply your pretax monthly earnings by 70%.
2. The maximum **monthly benefit** is \$4,500.
3. Compare the answer from Item 1 with the maximum monthly benefit. The lesser amount is your **gross disability payment**.
4. Subtract 100% of direct **deductible sources of income** from the answer from Item 1.
5. Multiply the following by 85%:
  - your pretax monthly earnings, if your monthly benefit is taxable; or
  - your post-tax monthly earnings, if your monthly benefit is nontaxable.
6. Subtract 100% of direct and indirect deductible sources of income from the answer from Item 5.

Your **monthly payment** is the least of Items 2, 4 or 6.

## ***WILL RBC INSURANCE EVER PAY MORE THAN 100% OF MONTHLY EARNINGS?***

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings. However, if you are participating in RBC Insurance's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings.

## ***WHAT ARE YOUR MONTHLY EARNINGS?***

"Monthly earnings" or "pretax monthly earnings" means your monthly income, before deductions for federal and provincial taxes, from your Employer in effect just prior to your date of disability. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than your Employer.

"Post-tax monthly earnings" means your monthly earnings as defined above, less federal and provincial taxes.

## ***WHAT WILL WE USE FOR MONTHLY EARNINGS IF YOU BECOME DISABLED DURING A COVERED ABSENCE?***

If you become disabled while you are on a covered layoff, leave of absence, or lawful strike or lockout, we will use your monthly earnings from your Employer in effect just prior to the date your absence begins.

## ***HOW MUCH WILL RBC INSURANCE PAY YOU IF YOU ARE DISABLED AND WORKING?***

We will send you the monthly payment if you are disabled and your monthly **disability earnings**, if any, are less than 20% of your indexed monthly earnings, due to the same sickness or injury.

If you are disabled and your monthly disability earnings are from 20% through 80% of your indexed monthly earnings, due to the same sickness or injury, RBC Insurance will figure your payment as follows:

While working, you will receive payments based on the percentage of income you are losing due to your disability.

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your monthly payment by the answer in Item 2.

This is the amount RBC Insurance will pay you each month.

RBC Insurance may require you to send proof of your monthly disability earnings at least monthly. We will adjust your payment based on your monthly disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records which we believe are necessary to substantiate your income.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability.

### ***HOW CAN WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?***

If your disability earnings routinely fluctuate widely from month to month, RBC Insurance may average your disability earnings over the most recent 3 months to determine if your claim should continue.

We will not pay you for any month during which disability earnings exceed 80% of indexed monthly earnings.

If RBC Insurance averages your disability earnings, we will not terminate your claim unless the average of your disability earnings from the last 3 months exceeds 80% of indexed monthly earnings.

### ***WHAT ARE DIRECT DEDUCTIBLE SOURCES OF INCOME?***

RBC Insurance may subtract from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are entitled to receive under any Workers' Compensation **Act** or similar **legislation**.
2. The amount that you receive or are entitled to receive as disability payments or the amount you receive as retirement payments under:
  - the Canada Pension **Plan**.
  - the Quebec Pension Plan.
  - any similar plan or act.

With the exception of retirement payments, RBC Insurance will only subtract deductible sources of income which are payable as a result of the same disability.

## **WHAT ARE INDIRECT DEDUCTIBLE SOURCES OF INCOME?**

RBC Insurance may subtract from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are entitled to receive as disability income payments under any:
  - compulsory benefit act or legislation.
  - automobile liability insurance policy, where permitted by legislation.
  - other group insurance plan, including association or franchise.
  - governmental retirement system as a result of your job with your Employer.
2. The amount that you:
  - receive as disability payments under your Employer's **retirement plan**.
  - receive as retirement payments under your Employer's retirement plan.

Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are paid based on your Employer's contribution to the retirement plan. Disability benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

Regardless of how the retirement funds from the retirement plan are distributed, RBC Insurance will consider your and your Employer's contributions to be distributed simultaneously throughout your lifetime.

3. The amount that your spouse and children receive or are entitled to receive as disability payments because of your disability under:
  - the Canada Pension Plan.
  - the Quebec Pension Plan.
  - any similar plan or act.
4. The amount that your spouse and children receive as retirement payments because you are receiving retirement payments under:
  - the Canada Pension Plan.
  - the Quebec Pension Plan.
  - any similar plan or act.
5. The amount that you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

With the exception of retirement payments, RBC Insurance will only subtract deductible sources of income which are payable as a result of the same disability.

## **WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?**

RBC Insurance will not subtract from your gross disability payment income you receive from, but not limited to, the following:

- Deferred Profit Sharing Plans (DPSP)
- Registered Retirement Savings Plans (RRSP)
- Registered Retirement Income Funds (RRIF)
- non-qualified plans of deferred compensation or any other similar plan or act
- credit disability insurance
- pension plans for partners
- military pension and disability income plans
- a retirement plan from another Employer
- individual disability income plans
- **salary continuation** or **accumulated sick leave** plans

## **WHAT HAPPENS WHEN YOU RECEIVE A COST OF LIVING INCREASE FROM DEDUCTIBLE SOURCES OF INCOME?**

Once RBC Insurance has subtracted any deductible source of income from your gross disability payment, RBC Insurance will not further reduce your payment due to a cost of living increase from that source.

## **WHAT IF RBC INSURANCE DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?**

When we determine that you may qualify for benefits under Item(s) 1 and 2 in the direct deductible sources of income section and Item(s) 1 in the indirect deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amounts if such benefits:

- have not been awarded; and
- have not been denied; or
- have been denied and the denial is being appealed.

Your Long Term Disability payment will NOT be reduced by the estimated amount if you:

- apply for the disability payments under Item(s) 1 and 2 in the direct deductible sources of income section and Item(s) 1 in the indirect deductible sources of income section, and appeal your denial to all administrative levels RBC Insurance feels are necessary; and
- sign RBC Insurance's payment option form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals RBC Insurance feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any deductible sources of income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, we will use a reasonable one.

### **HOW LONG WILL RBC INSURANCE CONTINUE TO SEND YOU PAYMENTS?**

RBC Insurance will send you a payment each month up to the **maximum period of payment**. Your maximum period of payment is based on your age at disability as follows:

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 64	To age 65, but not less than 1 year
64 but less than 65	1 year

### **WHEN WILL PAYMENTS STOP?**

We will stop sending you payments and your claim will end on the earliest of the following:

- during the first 12 months of payments, when you are able to work in your regular occupation on a **part-time basis** but you choose not to;
- after 12 months of payments, when you are able to work in any gainful occupation on a part-time basis but you choose not to;
- if you are working and your monthly disability earnings exceed 80% of your indexed monthly earnings, the date your earnings exceed 80%;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan, unless you are eligible to receive benefits under RBC Insurance's Rehabilitation and Return to Work Assistance program;
- the date you fail to cooperate or participate in RBC Insurance's Rehabilitation and Return to Work Assistance program;
- the date you fail to submit proof of continuing disability;
- after 12 months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits;
- the date you die.

### **WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?**

Your plan does not cover any disabilities which result, directly or indirectly, from your:

- intentionally self-inflicted injuries.
- active participation in a riot.
- loss of a professional license, occupational license or certification.
- attempt to commit or commission of a **crime**, whether or not you have been charged.
- pre-existing condition.

Your plan will not cover a disability which results, directly or indirectly, from war, declared or undeclared, or any act of war.

RBC Insurance will not pay a benefit for any period of disability during which you are incarcerated.

### ***WHAT IS A PRE-EXISTING CONDITION?***

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; or you had symptoms for which an ordinarily prudent person would have consulted a health care provider in the 3 months just prior to your effective date of coverage; and
- the disability begins in the first 12 months after your effective date of coverage.

### ***WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME WITH THE POLICYHOLDER AND YOUR DISABILITY OCCURS AGAIN?***

If you have a **recurrent disability**, RBC Insurance will treat your disability as part of your prior claim and you will not have to complete another elimination period if:

- you were continuously insured under the plan for the period between the end of your prior claim and your recurrent disability; and
- your recurrent disability occurs within 6 months from the end of your prior claim.

Your recurrent disability will be subject to the same terms of the plan as your prior claim and will be treated as a continuation of that disability.

Any disability which occurs after 6 months from the date your prior claim ended will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the elimination period.

If you become entitled to payments under any other group long term disability plan, you will not be eligible for payments under the RBC Insurance plan.



## LONG TERM DISABILITY

### OTHER BENEFIT FEATURES

#### ***WHAT BENEFITS WILL BE PROVIDED TO YOU OR YOUR FAMILY IF YOU DIE OR ARE TERMINALLY ILL? (Survivor Benefit)***

When RBC Insurance receives proof that you have died, we will pay your **eligible survivor** a lump sum benefit equal to 3 months of your gross disability payment if, on the date of your death:

- your disability had continued for 180 or more consecutive days; and
- you were receiving or were entitled to receive payments under the plan.

If you have no eligible survivors, no payment will be made.

However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

You may receive your 3 month survivor benefit prior to your death if you have been diagnosed as terminally ill.

We will pay you a lump sum amount equal to 3 months of your gross disability payment if:

- you have been diagnosed with a terminal illness or condition;
- your life expectancy has been reduced to less than 12 months; and
- you are receiving monthly payments.

Your right to exercise this option and receive payment is subject to the following:

- you must make this election in writing to RBC Insurance; and
- your physician must certify in writing that you have a terminal illness or condition and your life expectancy has been reduced to less than 12 months.

This benefit is available to you on a voluntary basis and will only be payable once.

If you elect to receive this benefit prior to your death, no 3 month survivor benefit will be payable upon your death.

#### ***WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO RBC INSURANCE? (Continuity of Coverage)***

When the plan becomes effective, RBC Insurance will provide coverage for you if:

- you are not in active employment because of a sickness or injury; and
- you were covered by the prior policy at the time of change in insurance carriers.

Your coverage is subject to payment of premium.

Your payment will be limited to the amount that would have been paid by the prior carrier. RBC Insurance will reduce your payment by any amount for which your prior carrier is liable.

## **WHAT IF YOU BECOME DISABLED UNDER THE RBC INSURANCE PLAN DUE TO A PRE-EXISTING CONDITION? (Continuity of Coverage)**

RBC Insurance may send a payment if your disability results from a pre-existing condition and you were:

- in active employment and insured under the RBC Insurance plan on its effective date; and
- insured by the prior policy at the time of change.

In order to receive a payment you must satisfy the pre-existing condition provision under:

1. the RBC Insurance plan; or
2. the prior carrier's plan, giving consideration towards continuous time insured under both policies.

If you do not satisfy Item 1 or 2 above, RBC Insurance will not make any payments.

If you satisfy Item 1 or 2 above, we will administer your claim according to the RBC Insurance plan provisions. However, your payment will not exceed the prior carrier's benefit percentage, cost of living adjustment benefit, and the lesser of:

1. the maximum monthly benefit; or
2. the non-evidence limit amount (maximum not subject to evidence of insurability), if you only qualified for this amount.

Your benefits will end on the earlier of the following dates:

1. the end of the maximum benefit period under the RBC Insurance plan; or
2. the date benefits would have ended under the prior plan if it had remained in force.

## **HOW CAN RBC INSURANCE'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM HELP YOU RETURN TO WORK?**

RBC Insurance has a Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will determine whether you are eligible for this program, at our sole discretion. In order to be eligible for rehabilitation services and benefits, you must be medically able to engage in a return to work program.

Your claim file will be reviewed by one of RBC Insurance's rehabilitation professionals to determine if a rehabilitation program might help you return to gainful employment. As your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work program.

If we determine you are eligible to participate in a Rehabilitation and Return to Work Assistance program, you must participate in order to receive disability benefits. We will make the final determination of your eligibility for participation in the program.

We will provide you with a written Rehabilitation and Return to Work Assistance plan developed specifically for you. You must comply with the terms of the Rehabilitation and Return to Work Assistance plan in order to receive disability benefits.

The rehabilitation program may include at our sole discretion, but is not limited to, the following services and benefits:

- coordination with your Employer to assist you to return to work;
- adaptive equipment or job accommodations to allow you to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training; or
- education and retraining expenses for a new occupation.

***WHAT ADDITIONAL BENEFITS WILL RBC INSURANCE PAY WHILE YOU PARTICIPATE IN A REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?***

We will pay an additional disability benefit of 10% of your gross disability payment to a maximum benefit of \$1,000 per month.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income. However, the Total Benefit Cap will apply.

In addition, we will make monthly payments to you for 3 months following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

This benefit payment may be paid in a lump sum.

***WHEN WILL REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFITS END?***

Benefits for the Rehabilitation and Return to Work Assistance program will end on the earliest of the following dates:

- the date RBC Insurance determines that you are no longer eligible to participate in RBC Insurance's Rehabilitation and Return to Work Assistance program; or
- any other date on which monthly payments would stop in accordance with this plan.

***WHAT ADDITIONAL BENEFIT IS AVAILABLE FOR DEPENDENT CARE EXPENSES TO ENABLE YOU TO PARTICIPATE IN RBC INSURANCE'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?***

While you are participating in RBC Insurance's Rehabilitation and Return to Work Assistance program, we will pay a Dependent Care Expense Benefit when you are disabled and you:

1. are incurring expenses to provide care for a child under the age of 15; and/or
2. start incurring expenses to provide care for a child age 15 or older or a family member who needs personal care assistance.

The payment of the Dependent Care Expense Benefit will begin immediately after you start RBC Insurance's Rehabilitation and Return to Work Assistance program.

Our payment of the Dependent Care Expense Benefit will:

1. be \$350 per month, per **dependent**; and
2. not exceed \$1,000 per month for all dependent care expenses combined.

To receive this benefit, you must provide satisfactory proof that you are incurring expenses that entitle you to the Dependent Care Expense Benefit.

Dependent Care Expense Benefits will end on the earlier of the following:

1. the date you are no longer incurring expenses for your dependent;
2. the date you no longer participate in RBC Insurance's Rehabilitation and Return to Work Assistance program; or
3. any other date payments would stop in accordance with this plan.

## OTHER SERVICES

These services are also available from us as part of your RBC Insurance Long Term Disability plan.

### ***IS THERE A WORK LIFE ASSISTANCE PROGRAM AVAILABLE WITH THE PLAN?***

We do provide you and your dependents access to a work life assistance program designed to assist you with problems of daily living.

You can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a child, to helping to deal with the stress of the workplace. This work life program is available for everyday issues as well as crisis support.

This service is also available to your Employer.

This program can be accessed by a 1-800 telephone number available 24 hours a day, 7 days a week.

Information about this program can be obtained through your plan administrator.

### ***HOW CAN THE BEST DOCTORS (R) SERVICE HELP YOU?***

Best Doctors (r) provides you and your eligible\* dependents with a unique combination of information and access to the best medical care when it matters most. If diagnosed with a serious illness or injury, you can access a "second opinion" through a comprehensive medical evaluation performed by the Best Doctors (r) expert team of physicians. Refer to Best Doctors (r) brochure for a complete listing of covered illnesses and injuries.

Using its global database of over 50,000 renowned physicians, Best Doctors (r) works directly with your treating physician to access and consult with the top medical experts to re-define or confirm your medical diagnosis and treatment protocol.

Best Doctors (r) offers ongoing assistance with hospital admittance, medical appointments, cost estimates, billing review, as well as travel and lodging arrangements should you need to travel for appropriate treatment.

Finally, Best Doctors (r) will continue to monitor the treatment process to ensure your medical needs are being met.

*\*dependent spouse and dependent children under the age of 26.*

### ***HOW CAN RBC INSURANCE HELP YOUR EMPLOYER IDENTIFY AND PROVIDE WORKSITE MODIFICATION?***

A worksite modification might be what is needed to allow you to perform the material and substantial duties of your regular occupation with your Employer. One of our designated professionals will assist you and your Employer to identify a modification we agree is likely to help you remain at work or return to work. This agreement will be in writing and must be signed by you, your Employer and RBC Insurance.

When this occurs, RBC Insurance will reimburse your Employer for the cost of the modification, up to the greater of:

- \$1,000; or
- the equivalent of 2 months of your monthly benefit.

This benefit is available to you on a one time only basis.

## GLOSSARY

**ACTIVE EMPLOYMENT** means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under Eligible Group(s) in each plan.

Your work site must be:

- your Employer's usual place of business;
- an alternative work site at the direction of your Employer, including your home; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.  
Temporary and seasonal workers are excluded from coverage.

**CLAIMANT** means any person who has submitted a claim for benefits under the policy to RBC Insurance.

**COMPASSIONATE CARE LEAVE** means a leave allowed by federal or provincial law to care for a family member (as defined in the law) who has a serious medical condition which has significant risk of death within the period specified by the law.

**CRIME** includes any actions which would be an offence under the Criminal Code or the Narcotic Control Act whether or not the actions occurred in Canada.

**DEDUCTIBLE SOURCES OF INCOME** means income from deductible sources listed in the plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

**DEPENDENT** means:

- your child(ren) under the age of 15; and
- your child(ren) age 15 or over or a family member who requires personal care assistance.

**DISABILITY EARNINGS** means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your **maximum capacity**.

**ELIMINATION PERIOD** means a period of continuous disability which must be satisfied before you are eligible to receive benefits from RBC Insurance.

**EMPLOYEE** means a person who is in active employment in Canada with the Employer.

**EMPLOYER** means the Policyholder, and includes any division, subsidiary or affiliated company named in the policy.

**EVIDENCE OF INSURABILITY** means a statement of your medical history which RBC Insurance will use to determine if you are approved for coverage. In addition to the information you supply on the application, RBC Insurance may require other proof of your medical history which includes but is not limited to test results, medical examinations and physicians' statements. RBC Insurance may also require that an

insurability assessment be performed. Evidence of insurability will be provided at your own expense.

**GAINFUL OCCUPATION** means an occupation that is or can be expected to provide you with an income within 12 months of your return to work, that exceeds:

80% of your indexed monthly earnings, if you are working; or  
60% of your indexed monthly earnings, if you are not working.

**GRACE PERIOD** means the 31 days following the premium due date during which premium and any applicable retail sales tax payment may be made.

**GROSS DISABILITY PAYMENT** means the benefit amount before RBC Insurance subtracts deductible sources of income and disability earnings.

**HOSPITAL OR INSTITUTION** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

**INDEXED MONTHLY EARNINGS** means your monthly earnings adjusted on each anniversary of benefit payments by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI) is published by Statistics Canada. RBC Insurance reserves the right to use some other similar measurement if the Government of Canada changes or stops publishing the CPI.

**INJURY** means a bodily injury that is the direct result of an accident and not related to any other cause. Disability must begin while you are covered under the plan.

**INSURED** means any person covered under a plan.

**LEGISLATION, PLAN or ACT** means the original enactments of the legislation, plan or act and all amendments.

**LAYOFF or LEAVE OF ABSENCE** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer.

Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**LIMITED** means what you cannot or are unable to do.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, RBC Insurance will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

**MAXIMUM CAPACITY** means, based on your restrictions and limitations:



- during the first 12 months of disability, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.
- beyond 12 months of disability, the greatest extent of work you are able to do in any occupation, that is reasonably available, for which you are reasonably fitted by education, training or experience.

**MAXIMUM PERIOD OF PAYMENT** means the longest period of time RBC Insurance will make payments to you for any one period of disability.

**MONTHLY BENEFIT** means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

**MONTHLY EARNINGS** means your gross monthly income from your Employer as defined in the plan.

**MONTHLY PAYMENT** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**PART-TIME BASIS** means the ability to work and earn between 20% and 80% of your indexed monthly earnings.

**PAYABLE CLAIM** means a claim for which RBC Insurance is liable under the terms of the policy.

**PHYSICIAN** means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed according to the laws and regulations of the governing jurisdiction to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

RBC Insurance will not recognize you, or your spouse, children, parents or siblings as a physician for a claim that you send to us.

**PLAN** means a type of coverage under the policy.

**PRE-EXISTING CONDITION** means a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines for your condition during the given period of time as stated in the plan; or you had symptoms for which an ordinarily prudent person would have consulted a health care provider during the given period of time as stated in the plan.

**PREGNANCY LEAVE OF ABSENCE** or **PARENTAL LEAVE OF ABSENCE** means:

1. a period of time:
  - mutually agreed to between you and your Employer prior to your actual absence; or
  - as defined by your Employer's pregnancy leave of absence policy and/or parental leave of absence policy;
2. any period of formal pregnancy and/or parental leave you are entitled to under federal or provincial legislation governing your Employer; or

3. any period during which you receive pregnancy leave benefits, parental leave benefits, and pregnancy-related sickness benefits, or any combination of these benefits under the Employment Insurance Act or Quebec Parental Insurance Plan.

For the purposes of parental leave, a parent includes natural and adoptive parents, as well as a person in a relationship of some permanence with the natural or adoptive parents of the child who intends to treat the child as his/her own.

**RECURRENT DISABILITY** means a disability which is:

- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which RBC Insurance made a Long Term Disability payment.

**REGULAR CARE** means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care which conforms with generally accepted medical standards, for your disabling condition(s) by a physician whose specialty and experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

**REGULAR OCCUPATION** means the occupation you are routinely performing when your disability begins. RBC Insurance will look at your occupation as it is normally performed in Canada, instead of how the work tasks are performed for a specific employer or at a specific location.

**RETIREMENT PLAN** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions.

**SALARY CONTINUATION OR ACCUMULATED SICK LEAVE** means continued payments to you by your Employer of all or part of your monthly earnings, after you become disabled as defined by the Policy. This continued payment must be part of an established plan maintained by your Employer for the benefit of all employees covered under the Policy. Salary continuation or accumulated sick leave does not include compensation paid to you by your Employer for work you actually perform after your disability begins. Such compensation is considered disability earnings, and would be taken into account in calculating your monthly payment.

**SICKNESS** means an illness or disease. Disability must begin while you are covered under the plan.

**SPOUSE** means a person who is living with you and who:

- is legally married to you; or
- if you are not married, is a person whom you have publicly represented as your spouse and with whom you have resided continuously for at least 12 months in a conjugal-like relationship, civil union, adult interdependent relationship, or any other formal union defined and recognized by law and who is:
  - at least 18 years of age;
  - competent to contract; and

- not related by blood closer than would legally bar marriage.

If more than one person meets this definition, we will only pay one benefit, which will be paid in equal shares to the persons meeting the definition.

**SURVIVOR, ELIGIBLE** means your **spouse**, if living; otherwise your children under age 25 equally.

If any eligible survivor is a minor and there is no other person capable of giving proper discharge, we reserve the right to pay the survivor benefit to the relevant provincial trustee for the benefit of the minor or to a legal representative of the minor eligible survivor living in another jurisdiction. If RBC Insurance pays benefits in good faith to such person or trustee, we will be fully discharged to the extent of the payment.

**WAITING PERIOD** means the continuous period of time (shown in each plan) that you must be in active employment in an eligible group before you are eligible for coverage under a plan.

**WE, US** and **OUR** mean RBC Life Insurance Company.

**YOU** means an employee who is eligible for RBC Insurance coverage.



Insurance

# Accidental Death & Dismemberment Insurance

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## **IMPORTANT**

This booklet should be kept with your Employee's Handbook as it contains a summary of the principal features of the plan.

This booklet is presented as a matter of general information only. The contents are not to be accepted or construed as a substitute for the provisions of the Master Policy 577535.

**This policy contains a provision removing or restricting the right of the group life insured to designate persons to whom or for whose benefit insurance money is to be payable.**

## PLAN OUTLINE

### SCHEDULE

#### Accidental Death and Dismemberment Benefits For You

- Purpose of the benefit

This benefit provides a lump sum cash benefit in the case of Accidental Death or Dismemberment occurring anywhere in the world - 365 days per year - 24 hours per day - on or off the job.

- Description of Eligibility

All Other Permanent Full-Time Hourly-Paid Employees in active employment in Canada with the Employer

- Amounts of Insurance

**PARALYSIS LIMITATION:** Indemnity described in the LOSS SCHEDULE for Quadraplegia, paraplegia, or hemiplegia, sustained by You as a result of any one accident, will not exceed \$1,000,000.

AD&D Amount  
(Principal Sum)  
\$100,000

## GENERAL INFORMATION

**Minimum Requirement for Active Employment:** 24 hours per week

### **Waiting Period:**

- If you are in an eligible class on or before the policy effective date: None
- If you enter an eligible class after the policy effective date: 2 months of continuous active employment

You must be in continuous active employment in an eligible class during the specified waiting period.

### **Changes Effective:**

Changes in insurance take effect immediately.

### **Continuation of Your Insurance During Absences:**

#### **Type of Absence**

Injury or  
Sickness

#### **Time Limit**

For the absence up to the policy termination date.  
But your AD&D Insurance will automatically terminate at the end of 12 months unless you have met the requirements described in "How do you qualify for the AD&D waiver of premium benefit" except that you have not submitted the first proof within that 12 month period.

Temporary Layoff or  
Leave of Absence  
Other than  
Pregnancy and/or  
Parental Leave of  
Absence, or  
Compassionate Care  
Leave of Absence

To the end of the policy month following the policy month in which the layoff or leave of absence begins.

Pregnancy and/or  
Parental Leave of  
Absence or  
Compassionate Care  
Leave of Absence

To the end of the leave of absence, but no longer than is provincially or federally required.



**Continuation of Your Insurance Due to Loss of Eligibility:**

**Loss of Eligibility  
Reason**

Termination of Employment

**Time Limit**

Eligibility for your coverage will continue, by the payment of premium, for the period of notice required by the applicable legislation in the Province of residence. Your employer may likewise extend your eligibility for coverage either by voluntary settlement or pursuant to order of the court for any further period required to compensate for any lack of notice of termination of employment given by your employer to you.

**Contributions:**

**Who pays for the plan?**

Your employer pays for the plan.

## **ENROLLMENT AND THE DATE INSURANCE STARTS**

### **When can you enroll?**

You can enroll if you:

1. are in active employment with your employer; and
2. are in an employee class that is eligible for insurance.

### **What is your date of eligibility?**

You will be eligible for insurance on the later of these dates:

1. the policy effective date, if you have completed the waiting period; or
2. the day after you complete the waiting period.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS FOR YOU

### What are your Accidental Death and Dismemberment benefits?

If such injuries shall result in any one of the following specific Losses within one year from the date of accident, we will pay the sum set opposite such Loss, provided, however, that not more than one of these sums (the greater) shall be paid with respect to injuries resulting from the same accident.

### LOSS SCHEDULE

**For Loss of:**

Life	Principal Sum
Both Hands or Both Feet	Principal Sum
Sight in Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
One Hand or Foot and Sight of One Eye	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
One Leg or One Arm	3/4 Principal Sum
Either Hand or Foot	2/3 Principal Sum
Speech or Hearing in Both Ears	2/3 Principal Sum
Sight of One Eye	2/3 Principal Sum
Thumb and Index Finger	1/3 Principal Sum
Four Fingers of the Same Hand	1/3 Principal Sum
Hearing in One Ear	1/6 Principal Sum
All Toes of One Foot	1/8 Principal Sum
Quadriplegia (Total & Irreversible paralysis of all four limbs)	2 x Principal Sum
Paraplegia (Total & Irreversible paralysis of both lower limbs)	2 x Principal Sum
Hemiplegia (Total & Irreversible paralysis of One Arm and One Leg on the same side of the body)	2 x Principal Sum
Loss of Use of:	
Both Hands or Arms	Principal Sum
One Arm or One Leg	3/4 Principal Sum
One Hand or One Foot	2/3 Principal Sum

**"Loss" means, with regard to:**

Hands and Feet:	Actual severance through or above wrist or ankle joint;
Eyes:	Entire and irrecoverable loss of sight;
Leg or Arm:	Actual severance through or above knee or elbow joint;
Thumb and Fingers:	Actual severance through or above metacarpophalangeal joints;
Speech and Hearing:	Entire and irrecoverable;
Toes:	Actual severance through or above metatarsophalangeal joints;
Quadriplegia,	
Paraplegia, Hemiplegia:	Complete and irreversible paralysis of such limbs;
"Loss of Use of":	Must be total and irrecoverable and must be continuous for 12 months after which the benefit for Loss of Use is payable, provided such nerve damage is determined to be permanent.

### **What is the Accidental Death and Dismemberment benefits exclusions?**

This insurance does not provide benefits for losses resulting from suicide or attempted suicide; self-inflicted injuries; war, declared or undeclared; full-time service in any Military organization; travel in any aircraft or aerial device as a pilot or crew member, except while riding as a passenger in any aircraft having a current and valid airworthiness certificate and which is operated by a person holding a current and valid pilot's license with a rating authorizing the person to pilot such aircraft; or travel in a Policyholder's owned or leased aircraft.

## **ACCIDENTAL DEATH AND DISMEMBERMENT WAIVER OF PREMIUM BENEFITS FOR YOU**

### **How do you qualify for the AD&D waiver of premium benefit?**

The AD&D waiver of premium benefit is an extension of your AD&D insurance during total disability. We will waive premiums for you under the policy if:

1. total disability results from an accident or sickness while the policy is in force and before you reach age 65;
2. you are continuously totally disabled for at least 120 days;
3. you notify us of your total disability within one (1) year from the date your total disability started; and
4. you give us proof of your continuous total disability. The first proof must be given to us between the 120th and 365th day after the date your total disability started. Continuing proof of total disability must be given as we may require, at regular intervals. But after two (2) years, we will not require proof more often than once a year.

### **What is the AD&D amount we keep in force while on the AD&D waiver of premium benefit?**

The AD&D amount we keep in force for you is that amount in effect on your last day of active employment. But all reduction and termination provisions in effect on your last day of active employment will still apply to that continued amount.

### **When do premium payments end?**

Once proof of your total disability is approved by us, your AD&D insurance will remain in force without premium payments until your AD&D waiver of premium disability benefit ceases under the termination provisions below.

### **When does your AD&D waiver of premium benefit terminate?**

Your AD&D waiver benefit will terminate on the earliest of these dates.

1. The date you are no longer totally disabled.
2. The date you attain age 65 or termination of your eligibility.
3. The date you fail to give us continuing proof of your total disability.
4. The date you refuse to be examined as required.
5. The date the policy terminates.

**What happens if you die within one (1) year before giving us the first proof?**

If you die within one (1) year of the date your total disability started without giving us the first proof, your death benefit will still be paid to your beneficiary. But we must first receive proof of your:

1. continuous total disability from your last day of active employment to the date of your death; and
2. death as explained in the proof of claim provisions.

**What are the AD&D insurance conversion rights that apply to you?**

If the insurance provided by the policy terminates for one of the following reasons:

1. termination of eligibility for any reason; or
2. termination of this Policy;

You will be entitled to have issued to you, without evidence of insurability, an individual policy of insurance (referred to as the "converted policy") by applying in writing within thirty-one (31) days of the ending of the insurance and by paying the premium applicable to your age and occupational class of risk at the time of termination.

The converted policy will provide benefits for accidental death and dismemberment only, and the maximum amount of insurance will not exceed \$100,000.

The converted policy will start on the date that the coverage under the group policy ended, or on the date that you sign the application for the converted policy, whichever happens last, provided that the premium has been paid.

A converted policy provides that it be renewed on any anniversary with our consent, subject to a maximum age limit. The policy will contain exclusions and/or benefits that differ from the group plan.

**What do we pay for the day care benefit?**

For the purposes of this benefit, "dependent child" (as defined below) is eligible for this benefit until he or she reaches 12 years, and is enrolled in a licensed day care facility within ninety (90) continuous days from the date of the accident.

If an injury sustained by an employee results in loss of life within 365 days of the date of the accident, the Insurance Company will pay a Day Care Benefit for each eligible child.

Payment will be equal to the lesser of:

1. 5% of your Principal Sum per year; or
2. a maximum of \$5,000 per year.

The Day Care Benefit will be paid each year for 4 consecutive years. The maximum benefit payable is \$20,000.

If at the time of the loss of life you have no dependent children eligible for the Day Care Benefit, we will pay a \$1,000 additional benefit to the beneficiary.

“Dependent Child” includes any legally adopted child, or stepchild or any child dependent upon you in a “parent-child” relationship as defined under the Income Tax Act, for support and maintenance, where such child is:

- a. Unmarried; and
- b. Between the ages of 1 day and 12 years inclusive; or
- c. Mentally or physically handicapped, who is covered under this Policy to the maximum age shown.

### **What do we pay for the education benefit?**

If an injury sustained by you results in loss of life within 365 days of the date of the accident, we will pay an Education Benefit to an eligible dependent child.

An eligible dependent child is eligible for the Education Benefit if:

1. he/she, at the time of the accident, is enrolled as a full-time student in any institution of higher learning beyond the 12<sup>th</sup> or 13<sup>th</sup> grade level; or
2. he/she is in the 12<sup>th</sup> or 13<sup>th</sup> grade level and enrolls within 365 days of the accident as a full-time student in an institute of higher learning.

Payment will be equal to the lesser of:

- a. 3% of your Principal Sum per year; or
- b. \$5,000 per year.

The Education Benefit will be paid each year for 4 consecutive years if the covered dependent child remains enrolled as a full-time student. The first payment will be made:

- i. when the policy’s benefit for loss of life becomes payable; and
- ii. the date we receive written proof that the dependent child is attending an institute of higher learning as a full-time student.

Future payments will be made for each following school year on the date we receive written proof that the dependent child is attending an institute of higher learning as a full-time student.

If at the time of loss of life you have dependent children not eligible for the Education Benefit, we will pay \$1,000 additional benefit to the beneficiary.

“Institute of higher learning” includes any University, CEGEP, Trade School or College, as defined where you lives.

“Dependent Child” includes any legally adopted child, or stepchild or any child dependent upon you in a “parent-child” relationship as defined under the Income Tax Act, for support and maintenance, where such child is:

- a. Unmarried; and
- b. Between the ages of 1 day and 21 years inclusive; or
- c. Unemployed and under age of 25 years where the child is a full-time student; or

- d. Mentally or physically handicapped, who is covered under this Policy to the maximum age shown. The dependent child shall remain covered beyond such maximum age, provided the child is incapable of self-supporting employment and is dependent upon you for support and maintenance.

**What do we pay for the exposure and disappearance benefit?**

We will cover a loss that is the result of unavoidable exposure to the elements, to the extent of the benefits covered by this policy.

Subject to the terms of this Policy, we will presume accidental loss of life if your body has not been found within 1 year after having been involved in the disappearance, sinking or wrecking of a vehicle in which you were an occupant at the time of the accident.

**What do we pay for the family transportation benefit?**

When you are on a trip, and are confined as an in-patient in a hospital for injuries and are under the Regular Care and Attendance of a legally qualified physician or surgeon, other than yourself and require the personal attendance of a Member of the Immediate Family as recommended by the attending physician or surgeon, we will pay for the expense incurred by the family member for transportation by the most direct route by a licensed common carrier to the confined employee but not to exceed an amount of \$10,000.

"Member of the Immediate Family" means your spouse (or common-law or same sex spouse), parents, grandparents, children over age 18, brother or sister.

"Hospital" means an institution licensed as a hospital, which is open at all times for the care and treatment of injured persons, with organized facilities for diagnosis, major surgery and with twenty-four (24) hour nursing services. Hospital will not include a facility or part of a facility primarily used for the aged, the treatment of drug addiction or alcoholism, rehabilitative care, custodial or educational care, or a rest home, nursing home, or convalescent hospital.

"Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the confinement.

**NOTE: The maximum benefit amount payable to you for Family Transportation benefits between all Accidental Death and Dismemberment policies with us shall not exceed \$10,000.**

**What do we pay for the home alteration and vehicle modification benefit?**

When you receive a payment under the LOSS SCHEDULE, and are subsequently required (due to the cause for which payment under the Loss Schedule was made) to use a wheelchair to be ambulatory, then this benefit will pay, upon presentation of proof of payment:

1. The one-time cost of alterations to your residence to make it wheelchair accessible and habitable; and
2. The one-time cost of modifications necessary to a motor vehicle, owned by you, to make the vehicle accessible or driveable for you.

Benefit payments herein will not be paid unless:

- a. Home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and
- b. Vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both Items 1. and 2. combined will not exceed \$10,000.

**What do we pay for the in-hospital indemnity benefit?**

If a covered accident requires that you be hospital confined for more than seven (7) consecutive days, we will pay for each day of continuous hospital confinement:

1. a monthly benefit of 1% of your applicable Principal Sum; or
2. for periods of less than one (1) month, one thirtieth (1/30) of the above monthly benefit per day.

Benefits are retroactive to the first (1<sup>st</sup>) day of hospital confinement.

This benefit is limited to:

- a. a monthly amount not to exceed \$1,000; and
- b. a total of 12 months for any covered accident.

Successive periods of hospital confinement for loss from the same covered accident separated by a period of less than three (3) months will be considered as one (1) period of hospital confinement.

The term "Hospital" is defined as an establishment which meets all of the following requirements:

- i. holds a license as a hospital (if licensing is required in the Province);
- ii. operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- iii. provides 24-hour a day nursing service by registered or graduate nurses;
- iv. has a staff of one or more licensed physicians available at all times;
- v. provides organized facilities for diagnosis, and major medical surgical facilities; and
- vi. is not primarily a clinic, nursing, rest or convalescent home or similar establishment nor is not, other than incidentally, a place for alcoholics or those addicted to drugs.



**What do we pay for the rehabilitation benefit?**

When an injury to you results in us making payment under the LOSS SCHEDULE, an additional amount will be paid, if appropriate, as follows:

The reasonable and necessary expenses actually incurred up to a limit of \$10,000 for your special training, provided:

1. such training is required because of such injury to you and in order for you to be qualified to engage in an occupation in which you would not have been engaged except for such injury;
2. expenses be incurred within 3 years from the date of the accident.

No payment will be made for ordinary living, travelling or clothing expenses.

**What do we pay for the repatriation benefit?**

We will pay up to \$10,000 for the preparation and transportation of your body to the city of permanent residence. Payment will be made if, as the result of a covered accident, you suffer loss of life at least 50 kilometres away from your principal city of residence.

**What do we pay for the seat belt benefit?**

When an injury to you results in us making a payment under the LOSS SCHEDULE, we will increase the benefit amount payable by 10% provided that:

1. such loss occurs while you are a passenger or driver of a private passenger type vehicle; and
2. the seat belt is properly fastened; and
3. verification of the actual use of the seat belt must be part of the official report of the accident or certified by the investigating officer.

The driver of the vehicle must hold a current and valid driver's license of a rating authorizing him to operate such vehicle and neither be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a physician, at the time of the accident. "Intoxicated" and "under the influence of drugs" are as defined by the local jurisdiction where the accident occurs.

"Vehicle" means a passenger car, station wagon, van, jeep-type automobile or truck.

"Seat Belt" means those belts that form a restraint system and includes infant and child restraint systems when properly used with a seat belt.

**What do we pay for the spousal retraining benefit?**

When an injury to you results in a payment being made under the LOSS SCHEDULE, an additional benefit amount will be paid for the expenses actually incurred within 3 years from the date of the accident, by your spouse, for an approved and mutually agreed upon formal occupational training program, specifically qualifying him/her to gain active employment in an occupation for which he/she would otherwise not have had sufficient qualifications. The maximum payable hereunder is \$10,000.

“Spouse” means a person who is living with the employee and who:

1. Is legally married to the employee; or
2. if the employee is not married, is a person whom the employee has publicly represented as his/her spouse and with whom he/she has resided continuously for at least 12 months in a conjugal-like relationship, civil union, adult interdependent relationship, or any other formal union defined and recognized by law and who is:
  - a. at least 18 years of age;
  - b. competent to contract; and
  - c. not related by blood closer than would legally bar marriage.

If more than one person meets this definition, the Insurance Company will only pay one benefit, which will be paid in equal shares to the persons meeting the definition.

**Where multiple Group Accident Policies issued to your employer contain the same benefits (with the exception of the Accidental Death, Dismemberment, Paralysis, or Loss of Use Benefits), the aggregate amount of benefits payable shall not exceed 150% of what the benefit would provide under one policy.**

**BENEFICIARY DESIGNATION  
(FOR DEATH BENEFITS UNDER ACCIDENTAL DEATH)**

**How do you designate or change a beneficiary?**

**NOTE:** Your employer has requested that we maintain your current beneficiary designation as specified on the prior carrier's enrollment card at the time this policy was transferred.

The beneficiary designation listed on your prior carrier's enrollment card will be used by us in order to pay benefits under this policy unless you specifically request a change of beneficiary under this policy.

It is strongly suggested that you review the existing designation to ensure it reflects your current intentions.

The beneficiary for Accidental Loss or injury benefits under this policy shall be as designated under the applicable Group Life Insurance Plan, unless otherwise designated in writing and on file with your employer.

In the event of the simultaneous death of you and the named beneficiary, the death benefit will be paid as if the beneficiary predeceased you.

If any beneficiary is a minor and there is no other person capable of giving proper discharge, We reserve the right to pay the death payment to the relevant provincial trustee for the benefit of the minor or to a legal representative of the minor beneficiary living in another jurisdiction. If We pay benefits in good faith to such person or trustee, We will be fully discharged to the extent of the payment.

The beneficiary may be changed by giving Us written notice at Our office. The beneficiary's consent is not necessary for any change in beneficiary nor for any change in the Policy or the certificate, unless the beneficiary is an irrevocable beneficiary, as defined by provincial law.

## **SOME GENERAL INFORMATION TO KNOW**

### **When does your insurance terminate?**

Your insurance under the policy terminates at the earliest time stated below:

1. attainment of age 65 or retirement;
2. termination of the policy;
3. on the premium due date if your employer fails to pay the required premium for you except as the result of an inadvertent error;
4. on the date you give notice of cancellation to your employer;
5. if you are insured under the policy as an active employee of your employer, on the date you cease to be associated with your employer in a capacity making you eligible for insurance under the policy.

Upon termination of employment or eligibility for any reason, the insurance coverage will be continued until the end of the period for which the premium has been paid.

If you work AND reside in Quebec, your coverage will terminate automatically and without notice as soon as anything happens which otherwise would cause RBC Life Insurance Company to violate the Revised Statutes of Quebec, Chapter A-29.01, as amended.

### **How can statements made in any application for this insurance be used?**

All statements you or your employer made will be deemed representations and not warranties. No such statement may be used to deny or reduce the sum We will pay unless it is in writing and signed by you or your employer.

On request, We will provide you (or a claimant - to the extent that information is relevant to a claim or denial of a claim) with a copy of your application for insurance and any record or written document that you provided under the group policy as evidence of insurability. A reasonable fee will be charged for each copy after the first if more than one copy of each document is requested.

On request and with reasonable notice, We will provide you (or to a claimant – to the extent that information is relevant to a claim or denial of a claim) with or allow you to examine a copy of the group policy subject to limits prescribed by law. A reasonable fee will be charged for each copy after the first if more than one copy of the group policy is requested.

You or the claimant will not be provided with any information contained in any document about any individual (other than yourself or the claimant) insured under the group policy.

- “Claimant” means any person who has submitted a claim for benefits under the policy to Us.

## **What are the time limits for legal proceedings?**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation, or the time periods set out below, whichever is later.

A legal action for money payable in the event of a person's death must be commenced not later than the earlier of:

- 2 years after proof of claim has been provided; or
- 6 years after the date of the death.

A legal action for money payable for any other loss or claim may not be commenced:

- less than 60 days after the date that the money became payable or would have become payable if it had been a valid claim; or
- more than 2 years after the date the money became payable or would have become payable if it had been a valid claim.

## **How do you file claims?**

- **Notice of claim.**

Written notice of a claim must be given within thirty (30) days after the loss starts, or as soon as reasonably possible. The notice can be given to Us at Our office or to the Agent of Record. It should contain enough information so that We can identify you.

- **Proof of loss.**

Written proof of loss must be given within ninety (90) days after such loss occurs. If it is not reasonably possible to give written proof in the time required, We shall not reduce or deny the claim for this reason if the proof is filed as soon as is reasonably possible.

- **Time of payment of claims.**

Payment of any loss will be made immediately upon receipt of all written proofs of loss.

- **Payment of claims.**

Accidental Loss or injury benefits will be paid in accordance with the beneficiary designation in effect at the time of payment. If there is no designation, We will pay to your Estate. Any accrued benefits unpaid at death will be made payable to the designated beneficiary. If there is no designation, benefits will be payable to your Estate. All other benefits will be paid to you.

If We pay benefits in good faith to a trustee of a beneficiary or that beneficiary's appointed legal representative, We will be fully discharged to the extent of the payment.



**Insurance**

# Basic Accident

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## BASIC ACCIDENT INSURANCE

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### SCOPE OF COVERAGE

You are insured against the perils described in this booklet. Your protection applies while your coverage is in force, 24 hours a day, provided the Injury is sustained while you are performing the normal and regular duties which pertain to your Occupation. Benefits are payable regardless of any other benefits that you may receive from any insurance company other than the Company, or any other organization.

### DEFINITIONS

**"Injury"** means bodily injury caused by an accident occurring while this policy is in force, where such injury is the basis of claim and results directly and independently of all other causes in loss.

**"Hospital"** means an institution licensed as a hospital, which is open at all times for the care and treatment of sick and injured persons, has a staff of one or more Physicians available at all times and which continuously provides 24 hour nursing service by graduate registered Nurses. It provides organized facilities for diagnostics and surgery, is an active treatment hospital and not primarily a clinic, rest home, nursing home, convalescent hospital or similar establishment. For the purpose of this definition, Physicians and Nurses will not exclude a Member of the Immediate Family.

**"Member of the Immediate Family"** means a person at least 18 years of age, who is your son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law (all of the previous include natural, adopted and step relationships), spouse, grandson, granddaughter, grandfather or grandmother.

**"Nurse"** means a graduate registered nurse (R.N.) or nurse who is licensed to practise nursing service by a governmental agency having jurisdiction over such licensing. Nurse is neither yourself nor a Member of the Immediate Family.

**"Physician"** means a doctor of medicine (other than yourself or a Member of the Immediate Family) licensed to practise medicine by (1) a recognized medical licensing organization in the locale where the treatment is rendered, provided he is a member in good standing of such licensing body or (2) a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.

**"Principal Sum"** means the amount indicated in the "Schedule of Benefits".

**"Regular Care and Attendance"** means medical treatment to the extent necessary under existing standards of medical practice for the condition causing Disability, Hospital confinement or requiring such treatment.

**"Residence"** means the primary dwelling of which you are an occupant and the premises on which it is situated.

**"The Company"** means RBC Life Insurance Company.

**"Your Occupation"** means the occupation you are engaged in for wage or profit immediately prior to the occurrence of any Injury.

**"Male pronoun"** wherever used includes the female.

## ELIGIBILITY

You are eligible if you are a permanent full-time hourly employee under age 70, working a minimum of 30 hours per week.

## SCHEDULE OF BENEFITS

You are insured for the following amount of Principal Sum (which includes Accidental Death, Dismemberment, Loss of Speech and/or Hearing, Paralysis (200%) and Loss of Use):

\$100,000

The following benefits are included:

<b><u>Benefit</u></b>	<b><u>Amount</u></b>
Permanent and Total Disability	\$100,000
Weekly Accident Indemnity	
- Disability - Total Disability	75% of gross income rounded to the next higher \$1 (if not already a multiple thereof) to a maximum of \$650 per week
- Partial Disability	50% of Total Disability
- Elimination Period	
- Total Disability	4 days
- Partial Disability	0 days
- Maximum Period Payable	
- Total Disability	104 weeks
- Partial Disability	21 weeks
Accident Medical	\$15,000
Accident Dental	\$ 3,000
Repatriation *	\$10,000
Funeral Expense *	\$10,000
Rehabilitation *	\$10,000
Family Transportation *	\$10,000
Seat Belt	\$10,000 - 10%

***\* Only payable under one of the policies issued to the Policyholder by the Company.***



## LOSS SCHEDULE

If within one year from the date of the accident, Injury results in any of the following specific losses, the Company pays the sum set opposite such loss for Injury resulting from an accident. Each sum is calculated based on your amount of Principal Sum.

	<b>Percentage of Principal Sum</b>
<b>For Loss of:</b>	
Life.....	100%
Sight of Both Eyes.....	100%
One Hand and Sight of One Eye .....	100%
One Foot and Sight of One Eye .....	100%
Speech and Hearing in Both Ears.....	100%
Sight of One Eye .....	66 2/3%
Speech or Hearing in Both Ears .....	66 2/3%
Hearing in One Ear .....	16 2/3%
All Toes of One Foot .....	12 1/2%
<b>For Loss of or Loss of Use of:</b>	
Both Hands or Both Feet.....	100%
One Hand and One Foot.....	100%
One Arm or One Leg.....	75%
One Hand or One Foot.....	66 2/3%
Thumb and Index Finger of the Same Hand or at Least Four Fingers of One Hand .....	33 1/3%
<b>For Paralysis of:</b>	
All four limbs (Quadriplegia).....	200%
Both lower limbs (Paraplegia).....	200%
One arm and one leg on the same side of the body (Hemiplegia) .....	200%

### "Loss" means, with regard to:

Hands and Feet:	Actual severance through or above the wrist or ankle joint;
Arms and Legs:	Actual severance through or above the elbow or knee joint;
Thumbs and Fingers:	Actual severance through or above the metacarpophalangeal joints;
Toes:	Actual severance through or above the metatarsophalangeal joints;
Eyes:	Entire and irrecoverable loss of sight;
Speech and Hearing:	Entire and irrecoverable loss of Speech and/or Hearing;
Paralysis:	Total and irreversible Paralysis;
Loss of Use:	Total and irrecoverable Loss of Use. The Loss of Use must be continuous for 12 months after which the benefit is payable, provided the nerve damage is determined to be permanent.

Indemnity provided under this section for all losses you sustain as a result of any one accident does not exceed the following:

1. With the exception of Quadriplegia, Paraplegia, and Hemiplegia, the Principal Sum;
2. With respect to Quadriplegia, Paraplegia, and Hemiplegia, two times the Principal Sum.

In no event is indemnity payable to you for all losses under this section to exceed, in the aggregate, two times the Principal Sum as the result of the same accident.

### **PERMANENT AND TOTAL DISABILITY**

Permanent and total disability means that you are unable to engage in any occupation or employment for which you are fitted by reason of education, training or experience for the rest of your life. Permanent and total disability must have existed for 104 consecutive weeks and be determined by competent medical authorities to be permanent and total.

The Company pays the Principal Sum (less any sum paid under the "Loss Schedule") for your permanent and total disability if (1) you sustain permanent and total disability because of an Injury within 365 days after the date of the accident and (2) disability continues for 104 weeks.

### **WEEKLY ACCIDENT INDEMNITY**

Indemnity is payable for Disability caused by or resulting from an Injury for which medical treatment is being rendered, prescribed or recommended.

Indemnity for Disability is payable from the first day following the end of the Elimination Period stated in the "Schedule of Benefits" and is subject to the applicable Maximum Period Payable stated in the "Schedule of Benefits". An Elimination Period neither begins nor continues, nor is indemnity payable for any period of Disability during which you are not under the Regular Care and Attendance of a Physician.

#### **Indemnity Payable for Total Disability**

When you sustain Total Disability commencing within 30 days after the date of the accident, the Company pays the Weekly Accident Indemnity stated in the "Schedule of Benefits" for each week of Total Disability following the Elimination Period, subject to the applicable Maximum Period Payable and the all sources maximum percentage shown hereunder in the paragraph titled "Indemnity Offsets".

#### **Indemnity Payable for Partial Disability**

When you sustain Partial Disability commencing within 30 days after the date of the accident or immediately following a period of Total Disability for which indemnity is payable, the Company pays the Weekly Accident Indemnity stated in the "Schedule of Benefits" for each week of Partial Disability following the Elimination Period, subject to the applicable Maximum Period Payable.

Indemnity payable for periods which are less than one week are paid on the basis of 1/5<sup>th</sup> of the Weekly Accident Indemnity, for each day of Total or Partial Disability.

#### **Successive Periods of Disability**

Successive periods of Disability due to the same or related causes are considered one period of Disability, unless they are separated by a 30 day period during which you are Actively at Work.

#### **Indemnity Offsets**

If the Weekly Accident Indemnity payable for Total Disability, either alone or in concert with any of the benefits outlined hereunder, exceeds 75% of your pre-disability Gross Income, the Weekly Accident Indemnity otherwise payable is reduced by any amount exceeding said percentage.

The indemnity payable to you takes into account any of the benefits payable under the following:

1. the disability or retirement provisions of the Canada/Quebec Pension Plans;
2. the benefits payable in accordance with the Workers' Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational Injury;
3. the income benefits provided by or through any Government Plan of automobile insurance or similar legislations;
4. the disability, retirement or other income benefits provided by or through the Policyholder; and
5. the amounts paid or payable under a group insured or non-insured disability plan (including association group).

Any subsequent changes to the amounts payable under any of the above stated benefits which are specifically designated as cost-of-living adjustments neither reduce nor increase the amount of Weekly Accident Indemnity payable hereunder.

### **Definitions**

**“Disability”** means Total Disability or Partial Disability.

**“Total Disability”** means you (1) are unable to perform the substantial and material duties pertaining to your Occupation, (2) requires the Regular Care and Attendance of a Physician.

**“Partial Disability”** means that you (1) are necessitated to spend less than half the time you normally spend in the usual daily performance of Your Occupation and (2) require the Regular Care and Attendance of a Physician.

**“Elimination Period”** means the period of continuous Disability which immediately follows commencement of the Disability and for which no benefits are payable.

**“Actively at Work”** means performing occupational duties within the normal required hours of Your Occupation.

**“Earnings”** means the weekly rate of wage or salary (excluding any bonuses, commissions and overtime earnings) you were receiving from Your Occupation immediately prior to the date of the accident.

### **ACCIDENT MEDICAL EXPENSE**

When by reason of Injury, you require medical treatment within 30 days from the date of the accident and incur expenses for any of the following services or supplies, while under the Regular Care and Attendance of a Physician with respect to Items 1 to 7:

1. expenses for the services of a Nurse, provided such Nurse does not ordinarily reside in your Residence;
2. transportation by a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire to or from the nearest Hospital which is equipped to provide the required treatment;

3. Hospital charges for the difference between the public ward allowance under your Provincial Hospital Plan and the semi-private accommodation charge (private accommodation charge if recommended by a Physician);
4. rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary;
5. fees for the services of a licensed physiotherapist or certified athletic sports therapist, when recommended by a Physician, subject to a maximum reimbursement of \$500 during any one policy year;
6. drugs and medicines which require the written prescription of a Physician and are dispensed by a registered pharmacist or Physician;
7. miscellaneous expenses for hearing aids, crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of \$750 per policy term;
8. fees for the services of a licensed chiropractor, subject to a maximum reimbursement of \$500 during any one policy year.

The Company pays the reasonable and customary expenses you actually incur within 52 weeks after the date of the accident, not to exceed in the aggregate the amount stated in the "Schedule of Benefits" as a result of any one accident.

#### **ACCIDENT DENTAL EXPENSE**

When Injury to whole or sound natural teeth does, within 30 days from the date of the accident, require treatment, replacement or x-rays by a legally qualified dentist or oral surgeon, the Company pays the expenses you actually incur within 52 weeks after the date of the accident for such treatment or services, not to exceed the amount stated in the "Schedule of Benefits" as the result of any one accident. Capped or crowned teeth are considered to be whole or sound teeth.

Any payments made under this coverage are in accordance with the current Schedule of Fees published by the Dental Association in the province of your Residence. Where no schedule of fees is available, the Ontario Schedule of Fees is used.

#### **REPATRIATION**

If an Injury causes your death at least fifty (50) kilometres away from your principal city of Residence and results in the Company making a payment under the "Loss Schedule", payment is made up to the amount stated in the "Schedule of Benefits" for the preparation and transportation of your body to the city of permanent Residence.

#### **FUNERAL EXPENSE**

If an Injury causes your death at least 50 kilometres away from your principal city of Residence and results in the Company making a payment under the "Loss Schedule", payment is made up to the amount stated in the "Schedule of Benefits" for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home, related to your burial or cremation and charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains thereof, including any markers or monuments. Payment is only made if the expenses are actually incurred as a result of an accident and at the time of your death, and does not include any charges for preparation of the remains for travel which are reimbursed under the section "Repatriation".

## **REHABILITATION**

When an Injury which does not cause your loss of life results in the Company making a payment under the "Loss Schedule", an additional amount is paid for the reasonable and necessary expenses actually incurred up to the amount stated in the "Schedule of Benefits" for your special training, provided (1) you have to undergo training as the result of the Injury in order to be qualified to engage in an occupation in which you would not have engaged in except for such Injury and (2) expenses are incurred within three years from the date of the accident.

No payment is made for ordinary living, travelling or clothing expenses.

## **FAMILY TRANSPORTATION**

When an Injury which does not cause your loss of life results in the Company making a payment under the "Loss Schedule", and you are confined as an in-patient in a Hospital located from a point of not less than 100 kilometres from your normal place of Residence, you are under the Regular Care and Attendance of a Physician and require the personal attendance of a Member of the Immediate Family as recommended by the attending Physician, payment is made for the expense incurred by the family member for Accommodation and transportation to your bedside by the most direct route by a licensed common carrier, not to exceed the amount stated in the "Schedule of Benefits" as a result of any one accident.

Payment is not made for board or ordinary living, travelling or clothing expenses. If transportation occurs in a vehicle or device other than one operated under a license for the conveyance of passengers for hire, then reimbursement of transportation expenses is limited to a maximum of \$0.20 per kilometre travelled.

**Accommodation**" means lodging in the vicinity of the Hospital where you are confined.

## **SEAT BELT**

When you sustain an Injury which results in the Company making a payment under the "Loss Schedule", the Company increases the benefit amount payable by the lesser of the percentage of your Principal Sum or the amount which are stated in the "Schedule of Benefits", provided that (1) such loss occurs while you are a passenger or driver of a private passenger type Vehicle, (2) the Seat Belt is properly fastened and (3) verification of the actual use of the Seat Belt is part of the official report of the accident or certified by the investigating officer.

The driver of the vehicle must hold a current and valid driver's license of a rating authorizing him to operate such Vehicle and neither be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a Physician, at the time of the accident. "Intoxicated" and "under the influence of drugs" are as defined by the local jurisdiction where the accident occurs.

**"Seat Belt"** means those belts that form a restraint system and includes infant and child restraint systems when properly used with a seat belt.

**"Vehicle"** means a passenger car, station wagon, van, jeep-type automobile or truck.

## **EXPOSURE AND DISAPPEARANCE**

If loss results from unavoidable exposure to the elements and indemnity is otherwise payable hereunder, such loss is payable under the terms of the policy.

If your body is not found within one year after the date of the disappearance, sinking or wrecking of the vehicle in which you are an occupant at the time of the accident and under such circumstances as would otherwise be covered hereunder, it is presumed that you suffered loss of life resulting from bodily Injury caused by an accident at the time of such disappearance, sinking or wrecking.

## **EFFECTIVE DATE**

You are insured from your date of hire.

## **INDIVIDUAL TERMINATIONS**

Your coverage immediately terminates on the earliest of the following dates:

1. on the date the policy is terminated;
2. on the premium due date if the Policyholder fails to pay the required premium on your behalf, except as the result of an inadvertent error;
3. on the date you reach 70 years of age; or
4. on the date you cease to be associated with the Policyholder in a capacity making you eligible for insurance under the policy, unless stated otherwise.

Upon termination of employment or eligibility for any reason, the insurance coverage is continued until the end of the period for which the premium is paid.

## **EXCLUSIONS AND LIMITATIONS**

The insurance does not cover losses caused in any way from:

1. intentionally self-inflicted Injuries, suicide or any attempt thereat, while sane or insane;
2. nuclear war or war between a country of North America and/or the states of the former Soviet Union, China, France or the United Kingdom;
3. Injury occurring while you are serving on full-time active duty in the armed forces of any country or international authority (any premium paid will be returned by the Company pro rata for any such period of full-time active duty);
4. travel or flight in any vehicle or device for navigation, including boarding or alighting therefrom,
  - (a) while being used for any test or experimental purpose;
  - (b) while you are operating, learning to operate or serving as a member of the crew thereof;

- (c) while being operated by or for or under the direction of any military authority, other than a transport type aircraft operated by the Canadian Armed Forces or the similar air transport service of any other country; or
- (d) which is owned or leased by or on behalf of the Policyholder or any subsidiary or affiliate of the Policyholder;
- 5. hang gliding, mountaineering, parachuting, sky diving, automobile racing, motorcycle racing and horse racing, snowmobiling or engaging in any professional sport, including underwater activities;
- 6. participation in the commission or attempted commission of a criminal or felonious act;
- 7. being under the influence of a controlled substance as defined by federal or provincial law, unless administered on the advice of a Physician;
- 8. operating a motor vehicle either under the influence of any intoxicant or if your blood alcohol concentration is in excess of 80 milligrams of alcohol per 100 millilitres of blood;
- 9. mental or emotional disorders;
- 10. normal pregnancy or childbirth;
- 11. sickness or disease, either as a cause or effect.

Nor are benefits paid for the following expenses:

- 12. the purchase, repair or replacement of eyeglasses or contact lenses or prescriptions therefor;
- 13. the services of a masseur;
- 14. x-rays, repair or replacement of pre-existing dentures, fillings or crowns, except as provided in the section titled "Accident Dental Expense";
- 15. experimental drugs not approved by Drugs Directorate, Health Protection Branch of Health and Welfare Canada or patent medicines;
- 16. experimental medical treatments; or
- 17. those which are incurred while you are not covered under any Federal or Provincial Hospital or Medical Plan.

The following limitations will also apply:

- 18. Weekly Accident Indemnity benefits for sprains and strains, including back and neck sprains or strains will be limited to a maximum of ninety (90) days per occurrence;
- 19. Weekly Accident Indemnity benefits for accidental hernia Injuries will be limited to a maximum of forty-five (45) days per occurrence.

Back and neck Injuries must be substantiated by diagnostic medical tests.

This policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to Hospital and/or Medical plans. Benefits will be reduced under the Accident Medical Expense and Accident Dental Expense sections of this policy by any amount paid or payable under any other policy providing similar reimbursement expense benefits.

## **PAYMENT OF BENEFITS**

Accidental Loss or injury benefits will be paid in accordance with the beneficiary designation in effect at the time of payment. If there is no designation, the Insurance Company will pay to the Estate of the employee. Any accrued benefits unpaid at death will be made payable to the designated beneficiary. If there is no designation, benefits will be payable to the Estate of the employee.

If the Insurance Company pays benefits in good faith to a trustee of a beneficiary or that beneficiary's appointed legal representative, the Insurance Company will be fully discharged to the extent of the payment.

## **HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY?**

The employee's beneficiary for Accidental Loss or injury benefits under this policy shall be as designated under the applicable Group Life Insurance Plan, unless otherwise designated in writing and on file with the Policyholder.

In the event of the simultaneous death of the employee and the named beneficiary, the death benefit will be paid as if the beneficiary predeceased the employee.

If any beneficiary is a minor and there is no other person capable of giving proper discharge, the Insurance Company reserves the right to pay the death payment to the relevant provincial trustee for the benefit of the minor or to a legal representative of the minor beneficiary living in another jurisdiction. If the Insurance Company pays benefits in good faith to such person or trustee, the Insurance Company will be fully discharged to the extent of the payment.

The beneficiary may be changed by giving Us written notice at Our office. The beneficiary's consent is not necessary for any change in beneficiary nor for any change in the Policy or the certificate, unless the beneficiary is an irrevocable beneficiary, as defined by provincial law.

## **ACCESS TO RECORDS**

On request, we will provide you (or a claimant - to the extent that information is relevant to a claim or denial of a claim) with a copy of your application for insurance and any record or written document that you provided under the group policy as evidence of insurability. A reasonable fee will be charged for each copy after the first if more than one copy of each document is requested.

On request and with reasonable notice, we will provide you (or to a claimant as specified above) with or allow you to examine a copy of the group policy subject to limits prescribed by law. A reasonable fee will be charged for each copy after the first if more than one copy of the group policy is requested.

You or the claimant will not be provided with any information contained in any document about any individual (other than yourself or the claimant) insured under the group policy.

**"Claimant"** means any person who has submitted a claim for benefits under the policy to the Company.



## **CLAIM PROCEDURES**

To make a claim under this plan, written notice of the accident must be given to the Company within 30 days of the date of the accident and written proof must be submitted within 90 days of the date of the accident. The Company provides the necessary claim forms as well as instructions covering other requirements that may aid in a prompt handling of the claim.

If the Company does not receive the required notice and proof of loss, the claim may not be considered after the 90 day period has expired, unless there is good reason for the delay. In no event is a claim considered after one year from the date of the accident if the Company was not notified and the necessary forms not completed and submitted to the Company.

## **WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation, or the time periods set out below, whichever is later.

A legal action for money payable in the event of a person's death must be commenced not later than the earlier of:

- 2 years after proof of claim has been provided; or
- 6 years after the date of the death.

A legal action for money payable for any other loss or claim may not be commenced:

- less than 60 days after the date that the money became payable or would have become payable if it had been a valid claim; or
- more than 2 years after the date the money became payable or would have become payable if it had been a valid claim.

## **DISCLAIMER**

This booklet should be kept with your Employee Handbook. It is a summary of the principal features of the plan and is presented as a matter of general information only. The contents are not to be accepted or construed as a substitute for the provisions of Master Policy **GTA 60214** underwritten by RBC Life Insurance Company.

**This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.**

Underwritten by:

RBC Life Insurance Company  
PO Box 1800 Stn B  
Mississauga Ontario L4Y 3W6

# Collection and use of personal information

## Collecting your personal information

We (RBC Life Insurance Company) may from time to time collect information about you such as:

- information establishing your identity (for example, name, address, phone number, date of birth, etc.) and your personal background;
- information related to or arising from your relationship with and through us;
- information you provide through the application and claim process for any of our insurance products and services; and
- information for the provision of products and services.

We may collect information from you, either directly or through representatives. We may collect and confirm this information during the course of our relationship. We may also obtain this information from a variety of sources including hospitals, doctors and other health care providers, the MIB, Inc., the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and your employer.

## Using your personal information

This information may be used from time to time for the following purposes:

- to verify your identity and investigate your personal background;
- to issue and maintain insurance products and services you may request;
- to evaluate insurance risk and manage claims;
- to better understand your insurance situation;
- to determine your eligibility for insurance products and services we offer;
- to help us better understand the current and future needs of our clients;
- to communicate to you any benefit, feature and other information about products and services you have with us;
- to help us better manage our business and your relationship with us; and
- as required or permitted by law.

For these purposes, we may make this information available to our employees, our agents and service providers, and third parties, who are required to maintain the confidentiality of this information. If you are insured under a group insurance policy obtained through your employer, we may also share your information with your employer when necessary for the services we provide to you. Your health information will not be shared with your employer without your consent.

In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. Third parties may include other insurance companies, the MIB, Inc. and financial institutions.

We may also use this information and share it with RBC® companies (i) to manage our risks and operations and those of RBC companies and (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

**If we have your social insurance number, we may use it for tax related purposes and share it with the appropriate government agencies.**

## **Your right to access your personal information**

You may obtain access to the information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information or to ask questions about our privacy policies, you may do so now or at any time in the future by contacting us at:

**RBC Life Insurance Company**  
**P.O. Box 515, Station A,**  
**Mississauga, Ontario**  
**L5A 4M3**  
**Telephone: 1-800-663-0417**  
**Facsimile: 905-813-4816**

## **Our privacy policies**

You may obtain more information about our privacy policies by asking for a copy of our “Financial fraud prevention and privacy protection” brochure, by calling us at the toll-free number shown above or by visiting our website at [www.rbc.com/privacysecurity](http://www.rbc.com/privacysecurity).

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