



# Your group insurance plan



**LAKEHEAD UNIVERSITY**

**Policy No. 541731**

**Operating Engineers, Mechanical and  
Electrical Employees (IUOE) – Plans A or AA**



**Desjardins**

**Insurance**

Life • Health • Retirement

# **Your Group Insurance Plan**

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**Policy No. 541731**

**Operating Engineers, Mechanical and  
Electrical Employees (IUOE) – Plans A or AA**

**This document is an integral part of the Insurance certificate. It is a summary of your Group Insurance Policy effective June 1, 2021. Only the Group Insurance Policy may be used to settle legal matters.**

**This electronic version of the booklet has been updated on June 1, 2021. Please be advised that this electronic version is updated more frequently than the printed copy of your booklet. Therefore, there may be discrepancies between the paper and electronic copies.**

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## CONTACT US

### GENERAL INQUIRIES

To obtain any other information, visit the “Contact us” section of DFS’s website at [www.desjardinslifeinsurance.com](http://www.desjardinslifeinsurance.com).

## YOU SHOULD KNOW

### ACCESS TO THE POLICY

Upon request to DFS, the Participant may obtain a copy of the policy and, if applicable, his application and his insurability report.

### HOW TO FILE A COMPLAINT

If a Participant is unhappy about something we've said or done, feels they've been wronged or wants us to take corrective action he can file a complaint with the Dispute Resolution Officer at DFS. The role of the Officer is to evaluate the merit of the decisions and practices of the company when one of its customers believes he has not received the service to which he was entitled.

There are 3 ways to reach the Dispute Resolution Officer

#### **In writing, at the following address:**

Dispute Resolution Officer  
Desjardins Financial Security  
200, rue des Commandeurs  
Lévis (Québec) G6V 6R2

**By e-mail at: [disputeofficer@dfs.ca](mailto:disputeofficer@dfs.ca)**

**By phone at: 1 877 838-8185**

For further information on the procedure to follow in case of complaint, or to obtain the complaint form, visit the "Contact us" section of DFS's website at [www.desjardinslifeinsurance.com](http://www.desjardinslifeinsurance.com).

## DEFINITIONS

Wherever these terms are used in the policy, they are interpreted in agreement with the following. They apply to the entire policy unless otherwise specified.

### **Accident**

A sudden and unexpected external event causing bodily injuries directly and independently of all other causes. An Accident does not include any form of disease, degenerative process, hernia (inguinal, femoral, umbilical or incisional) and any infection except when caused by a visible, external cut or wound accidentally sustained. A Physician must verify the bodily injuries.

### **Actively at Work**

The performance by the Employee of all the usual and customary duties of his occupation for the scheduled number of hours. An Employee is considered Actively at Work during a paid leave or a statutory holiday.

### **Child**

A person residing in Canada who, at the time of the event that results in a claim, has no spouse and is dependent upon the Participant or the Participant's Spouse for financial support and maintenance. A Child must be the Participant's or the Spouse's natural or adopted child, and:

- 1) be under 21 years of age,
- 2) be under 26 years of age and a full-time student at an accredited educational institution, or
- 3) have reached the age of majority and be incapacitated due to a mental or physical disability on the date he was eligible as either 1) or 2) above.

The Child is considered incapacitated if he is incapable of engaging in any substantially gainful activity and is dependent upon the Participant or the Participant's Spouse for financial support and maintenance due to a mental or physical disability. In addition, he must be living with the Participant or the Spouse who exercises parental authority or have legal guardianship as if the Child were a minor.

**Continuing Medical Care**

The treatment a Participant receives. It must be:

- 1) accepted by the medical profession as an effective, appropriate and essential treatment in the diagnosis or care of the specific Illness or injury,
- 2) reasonable, considered as standard practice, and
- 3) provided or prescribed by a Physician or, when DFS deems necessary, by a specialist in the appropriate field.

This is not limited to examinations and tests and must be provided at the frequency required for the specific Illness or injury.

**Covered Person**

The Participant.

**Dependent**

A Spouse or Child who resides in Canada. However, if a Dependent resides outside Canada he will be deemed to reside in Canada provided he is covered under a provincial medical plan and prior written approval is obtained from DFS.

**Earnings**

The regular rate of pay paid by the Employer. Bonuses, overtime pay, shift premiums and any other non-regular remuneration are excluded.

**Employee**

A person residing in Canada and employed by the Employer on a full-time basis and permanent basis. If an Employee resides outside Canada, he will be deemed an Employee if prior written approval is obtained from DFS.

**Employer**

The Policyholder or any organization designated by the Policyholder and approved by DFS.

**Evidence of Insurability**

Any statement of an individual's physical health or other factual information that could have a bearing on the acceptance of the risk. Only Evidence of Insurability forms approved for use by DFS are acceptable.

## **Family Related Leave**

Any leave of absence from work taken by a Participant in line with any provincial or federal legislation, or an agreement between the Participant and the Employer.

## **Hospital**

Any institution designated as a Hospital by law, recognized by DFS and providing 24 hours per day:

- 1) medical and surgical treatment for sick or injured individuals, and
- 2) nursing care.

Without limitation, this term does not include a nursing home, home for the aged or chronically ill, a rest home, Convalescent/rehabilitation Centre or a place for the care and treatment of alcoholism, drug addiction or any other dependency.

## **Illness**

Any health deterioration or bodily disorder verified by a Physician. Organ donations and related complications are also considered illnesses.

## **Insurer**

Desjardins Financial Security Life Assurance Company, hereafter, DFS, with its head office at 200 rue des Commandeurs, Lévis (Quebec) G6V 6R2.

## **Maternity Leave**

Any leave of absence from work due to pregnancy as in agreement with any labour standards type legislation in effect in the Participant's province of residence.

The period of Maternity Leave includes 2 phases:

- 1) the "health related portion" that begins on the date of delivery and continues for 6 weeks (8 weeks for a Caesarean delivery). During this phase, the Participant is deemed Totally Disabled, and
- 2) the voluntary leave phase that follows the "health related portion". It ends when the Participant ceases to receive maternity benefits under any provincial or federal legislation.

## **Maximum Benefit Period**

The maximum period of time for which disability benefits are payable.



**Net Earnings**

The gross weekly or monthly Earnings in effect immediately prior to the initial date of Total Disability, less the following deductions for:

- 1) income tax,
- 2) contributions to the Canada/Quebec Pension Plan,
- 3) contributions to the Employment Insurance, and
- 4) any other contribution to a public income replacement plan.

**Parental Leave**

Any leave of absence from work taken by a Participant to take care of his newborn or adopted child, as in agreement with any provincial or federal labour standards type legislation, or other period agreed to by the Participant and the Employer.

**Participant**

An Employee covered under the policy.

**Physician**

A qualified medical practitioner who is legally licensed to practice medicine by the jurisdiction in which he operates.

**Policyholder**

The company or organization specified on the cover page of the policy.

## **Spouse**

A person residing in Canada who, at the time of the event that results in a claim:

- 1) is legally married to or living in a civil union with the Participant,
- 2) is living with the Participant in a conjugal relationship for at least 12 months and has not been separated from the Participant for 90 days or more for a breakdown in the relationship, or
- 3) is living in a conjugal relationship with the Participant who is the natural parent of the Spouse's Child and has not been separated from the Participant for 90 days or more for a breakdown in the relationship.

If 2 individuals fit the definition of Spouse, DFS will recognize only one Spouse as eligible. Recognition is in the following order:

- 1) the Spouse whom the Participant last designated as such, subject to approval of any Evidence of Insurability required under the policy, or
- 2) the Spouse to whom the Participant is legally married or with whom the Participant is living in a civil union.

## **Total Disability or Totally Disabled**

- 1) during the Long Term Disability Benefit Elimination Period and the next 24 months, a state of incapacity resulting from an Illness or Accident that entirely prevents the Participant from performing the essential duties of his regular occupation,
- 2) after the Long Term Disability Benefit Elimination Period and the next 24 months, a state of incapacity, resulting from an Illness or Accident, that entirely prevents the Participant from working in any occupation that he is suited for by education, Training and Experience.

Training and experience means all of the knowledge and skills the Participant acquired while in school, in the performance of his current or former professional activities or during his non-working hours.

A Participant is not considered disabled simply because an occupation that he is suited for by education, Training and Experience is not available in the area where he resides.

A Participant who needs a government issued driver's license to perform the duties of his occupation is not considered disabled simply because his license has been revoked or not renewed.

## **GENERAL PROVISIONS**

### **APPLICABLE LAWS AND JURISDICTION**

Any provision under the policy that is not compliant with applicable laws is presumed void. Even if a provision prohibited by law is included in the policy, all other provisions of the policy will still remain in force.

The policy, its interpretation, execution, application, validity and effects are subject to the applicable Canadian or provincial laws that govern, partially or totally, all of its provisions.

Any dispute resulting from its conclusion, interpretation or execution will be exclusively submitted to the competent court in the Canadian province agreed upon between the parties.

### **INCONTESTABILITY**

If the coverage of a person is in force for a period of 2 years while that person is alive, DFS cannot contest the validity of this coverage based on any written statement given unless it refers to age or is fraudulent. However, if a disability occurs during the first 2 years of coverage, the foregoing does not apply and DFS can cancel or limit all related claims owed.

### **MISSTATEMENT OF AGE**

If the age of any individual has been misstated, any benefits payable are based upon the actual age of the individual at the time of the event that results in a claim. Premium adjustments are made for the full time such coverage is in force.

### **CURRENCY**

All payments under the policy, whether to or by DFS, are made in the lawful currency of Canada.

### **NUMBER AND GENDER**

Where the context clearly requires, words in the singular include the plural and words referring to any one gender include any other gender.

<b>ELIGIBILITY</b>
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<b>EMPLOYEE ELIGIBILITY</b>
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An Employee is eligible for coverage on the date he meets the following requirements:

<b>Number of hours worked per week</b>	<b>Waiting Period</b>
20 hours	None

## APPLICATION

Application for coverage is mandatory for any employee who meets the eligibility requirements.

### **1) Application within the time limit**

An Employee must complete the required application form within 31 days of the date he is eligible.

### **2) Late application**

If application is not completed within the time limit specified above, the Employee may be required to submit Evidence of Insurability.

### **Evidence of Insurability**

Evidence of Insurability satisfactory to DFS is required for any amount exceeding the Maximum without Evidence of Insurability for the Long Term Disability Benefit, if application for coverage is completed within the time limit.

### **Flexible plan – Choices available**

The Long Term Disability benefit is flexible. During the application time limit specified above the Employee may choose between Plans A or AA. That choice may be changed at anytime. The Employee who fails to make a choice or to submit his application within the time limit will automatically be given Plan A.

## COMMENCEMENT OF COVERAGE

### COMMENCEMENT OF PARTICIPANT COVERAGE

An Employee must be Actively at Work on the date his coverage becomes effective. If he is not Actively at Work on that date, his coverage will start on the first day he is next Actively at Work.

The coverage of any Employee is effective on the date he is eligible, provided application is made within the time limit. However, for late application or for benefits that require Evidence of Insurability, coverage is effective on the date the insurability of the Employee is approved by DFS.

### CHANGE IN AMOUNT OF COVERAGE AND BENEFIT

Any increase or decrease in the amount of coverage or any change in Benefit is effective on the later of the following dates, provided the Participant is Actively at Work on that date:

- 1) the date the Participant is first eligible for the change provided written request is received by DFS on or before that date, or
- 2) the date the insurability of the Covered Person is approved by DFS:
  - a) if the new amount of coverage exceeds the Maximum without Evidence of Insurability, or
  - b) if the request for change is received more than 31 days after the date of his eligibility for the change.

Any increase in the Maximum without Evidence of Insurability does not apply to a Covered Person who was previously declined for an amount in excess of the Maximum without Evidence of Insurability.

If a Participant is not Actively at Work on the date his coverage should change, then the change is effective on the first day he is next Actively at Work.

### Flexible Plan – Change of choice during coverage

The Participant is allowed to change his choice at any time provided his choice was maintained in force for the minimum period specified in the “Flexible plan – choices available” provision of the APPLICATION section. The time limit does not apply if the change requested is due to a life event. In such a case, the request for change must be made within 31 days of the life event.

The Participant may move down from Plan AA, but cannot move up from Plan A.

A Participant who is not Actively At Work on the date he would normally be entitled to change his choice will remain in the selection in force immediately prior to his absence. Upon his return to being Actively At Work he can then select another choice, provided his application is submitted within 31 days of the return to work. The change is effective on the date the Participant is Actively At Work again. If application is not made within the 31 day period, the choice in force won't be changed.

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

If a Participant is not Actively at Work for any of the reasons described below, his coverage may be continued, according to the following provisions.

### **ILLNESS OR INJURY**

The Long Term Disability Benefit that is in place immediately before the absence is continued during an absence due to Illness or injury that results in disability recognized by DFS. Premiums must continue to be paid unless the Participant is eligible for a premium waiver.

### **TEMPORARY LAY-OFF OR UNPAID LEAVE OF ABSENCE**

The Participant is allowed to keep the Long Term Disability Benefit that is in place immediately before the absence. The Long Term Disability Benefit can be continued for any predetermined period as long as premiums continue to be paid. However, the coverage can only be continued for a maximum of 1 month. DFS must be advised of the scheduled return to work date prior to the start of the absence.

If the Participant decides not to keep the Long Term Disability Benefit, the benefit is reinstated, without Evidence of Insurability, on the date the Participant is again Actively at Work. DFS must be advised within 31 days following the return to work of the Participant otherwise, Evidence of Insurability is required.

### **MATERNITY, PARENTAL OR FAMILY RELATED ABSENCES AND LEAVES**

For an absence or leave taken according to any applicable law, a Participant may:

- 1) as long as premiums continue to be remitted, keep the Long Term Disability Benefit, or
- 2) discontinue the Long Term Disability Benefit.

The Long Term Disability Benefit may be continued for a maximum of 12 months or longer where required by law. DFS must be advised of the scheduled return to work date no later than 31 days following the start of the absence or leave.

DFS must be advised of the Participant's choice prior to the start of the absence or leave. If the Long Term Disability Benefit is discontinued, they are reinstated without Evidence of Insurability, on the date the Participant is again Actively at Work. DFS must be advised within 31 days following the return to work otherwise, Evidence of Insurability is required.

## **STRIKE OR LOCK-OUT**

The Participant is allowed to keep the Long Term Disability Benefit that is in place immediately before the absence. The Long Term Disability Benefit can be continued for any predetermined period as long as premiums continue to be paid. However, the coverage can only be continued for a maximum of 1 month.

If the Participant decides not to keep the Long Term Disability Benefit, the benefit is reinstated, without Evidence of Insurability, on the date the Participant is again Actively at Work. DFS must be advised within 31 days following the return to work of the Participant otherwise, Evidence of Insurability is required.



## **TERMINATION OF BENEFITS AND COVERAGE**

### **BENEFIT TERMINATION**

Each Benefit terminates on the date specified below.

<b>BENEFIT</b>	<b>TERMINATION DATE</b>
Long Term Disability Benefit	The Participant's 65 <sup>th</sup> birthday or retirement, whichever comes first

### **TERMINATION OF PARTICIPANT COVERAGE**

Except as specifically noted elsewhere in the policy, the coverage of the Participant terminates on the earliest of:

- 1) the date he no longer qualifies as an Employee,
- 2) the date he no longer belongs to a class of Employees eligible for coverage,
- 3) the date his employment or contract with the Employer is terminated,
- 4) the end of the period for which the premiums are paid on his behalf,
- 5) the date he retires,
- 6) the date he is no longer Actively at Work, or
- 7) the date the policy terminates.

### **REINSTATEMENT OF COVERAGE**

If an Employee's coverage terminates due to termination of employment and he is then rehired within 6 months, he is eligible for the reinstatement of his coverage on the date he resumes employment. Application for reinstatement must be made within 31 days of the rehire date.

If an Employee does not qualify for reinstatement, he is considered a new Employee.

### **FRAUD**

In case of fraud, DFS reserves the right to terminate the Participant's coverage.

## CLAIMS

### NOTICE AND PROOF OF CLAIM

Notice and proof of any claim must be received by DFS within the time limit specified for each Benefit:

BENEFIT	TIME LIMIT
Long Term Disability Benefit	<ul style="list-style-type: none"><li>• Initial written notice of a claim must be submitted to DFS within 30 days of the expiry of the Elimination Period, and</li><li>• initial written proof must be submitted to DFS within 60 days of the expiry of the Elimination Period.</li><li>• When Total Disability is recurrent, written notice of a claim must be submitted to DFS within 30 days of the date of recurrence, and</li><li>• written proof must be submitted to DFS within 60 days of the date of the recurrence.</li><li>• Subsequent written proof of continuing Total Disability satisfactory to DFS must be submitted to DFS upon request.</li></ul>

Failure to submit notice or proof of claim within the prescribed time limit does not invalidate the claim if the notice and proof of the claim are sent as soon as reasonably possible. However, no payment is made if the notice and proof of claim are sent more than 12 months after the date the expenses are incurred or the date of the event that results in a claim.

If the policy terminates, no payment is made unless the notice and proof of claim is submitted to DFS within 120 days of the date of termination of the policy.

Every action or proceeding against DFS for the recovery of insurance money payable is barred absolutely unless commenced within the time set out in the Insurance Act or other legislation of the province where the Participant resides.

### SUBMISSION OF CLAIMS

Claims must be submitted to DFS on the appropriate form. When necessary, DFS may also require any other information it deems useful. All amounts are paid to the Participant unless otherwise indicated in the policy.

## **MEDICAL EXAMINATIONS**

From time to time, DFS is entitled to have a claimant examined by a health professional of its choice.

## **SUBROGATION**

When reimbursement for expenses incurred for which another party is or may be liable, DFS is subrogated to the same rights of recovery available to the Participant. DFS may bring action in the name of the Participant to enforce these rights.

When a Participant is paid disability benefits for loss of income for a cause that another party is or may be liable, DFS is subrogated to the same rights of recovery available to the Participant. The amount subject to subrogation is limited to the amount of salary loss benefits paid or payable to the Participant by DFS.

## **RIGHT OF RECOVERY**

Payments made by DFS in excess of the maximum amount that should have been paid are recoverable by DFS, limited to that excess amount. It will be recovered from any individuals or entity to or for whom the payments were made.

## WAIVER OF PREMIUM

This provision applies to the following Benefits:

- Long Term Disability Benefit.

### **1) Beginning of the Waiver of Premium**

A Participant under age 65 who becomes Totally Disabled while covered under the policy may be entitled to have his premiums waived at the end of the Elimination Period of the Long Term Disability Benefit. The Participant must submit proof of Total Disability satisfactory to DFS.

### **2) Termination of the Waiver of Premium**

Premiums are no longer waived on the earliest of the following dates:

- a) the date the Participant is unable or unwilling to provide satisfactory proof of Total Disability to DFS, if such proof is not provided within 3 months of DFS's request,
- b) the date the Participant ceases to be Totally Disabled,
- c) the date the Participant is engaged in any occupation or employment for remuneration or profit. This does not include a rehabilitative program approved by DFS,
- d) the date of the Participant's 65<sup>th</sup> birthday,
- e) the date the Participant retires, or
- f) the date the coverage of the Participant terminates.

### **3) Recurrent Total Disability**

A Total Disability that recurs within 6 months after the end of a previous period of Total Disability for which premiums were waived is deemed a continuation of the previous period if for the same or related causes.

### **4) Notice and Proof of Total Disability**

For the Participant to be eligible for Waiver of Premium, DFS must receive:

- a) written notice of Total Disability within 12 months of the date the Participant is Totally Disabled, and
- b) satisfactory proof of Total Disability within 90 days following the date DFS received written notice.

For recurrent Total Disability, DFS must receive written notice and proof of claim within 30 days of the recurrence.

## LONG TERM DISABILITY BENEFIT

### Plans A and AA

#### SUMMARY OF BENEFITS

When DFS receives satisfactory Proof of Claim that the Participant:

- 1) became Totally Disabled while covered under this Benefit and remained Totally Disabled during the Elimination Period, and
- 2) is under Continuing Medical Care of a Physician in Canada,

DFS pays benefits according to policy provisions.

Percentage and Maximum of Benefit
60% of monthly gross Earnings, rounded to the next \$1, if not already a multiple Maximum \$13,000 Maximum without Evidence of Insurability: no evidence required if application is completed within the time limit
Elimination Period
119 days
Maximum Age to be Eligible
64 years and 246 days
Maximum Benefit Period
To age 65
Taxability Status
Non-taxable

#### ELIMINATION PERIOD

The Elimination Period is the period of continuous Total Disability that must be completed before disability benefits may be paid. It begins on the later of:

- 1) the day following the last day the Participant is Actively at Work, or
- 2) the first day the Participant consults a Physician.

If Total Disability begins during an absence from work, the Elimination Period begins:

- 1) on the first day of Total Disability, in case of a temporary lay-off, an unpaid leave of absence, a strike or lock out, a Parental or Family Related Leave or the "voluntary leave portion" of a Maternity Leave, or
- 2) on the date the Participant is scheduled to return to work, for any other absence or leave,

provided the Participant can and does continue his coverage under this Benefit throughout the leave.

## **BENEFIT PAYMENT**

Benefits are payable each month, starting on the date the Elimination Period ends.

Benefits are payable during the "health related portion" of a Maternity Leave.

In case of a Total Disability that begins during a temporary lay-off, an unpaid leave of absence, a strike or lock out, an absence from work for a Maternity, Parental or Family Related Leave, benefits are payable on the later of:

- 1) the end of the Elimination Period, or
- 2) the scheduled return to work date.

Benefits are paid for as long as the Participant remains Totally Disabled, up to the Maximum Benefit Period.

Benefits are based on the Earnings immediately prior to the initial date of Total Disability.

Any payments for a period of less than one month are at the daily rate of 1/30<sup>th</sup> of the monthly benefit.

## **COST OF LIVING ADJUSTMENT – PLAN AA ONLY**

During a continuous period of Total Disability, the benefits payable to a Participant are increased subject to the following:

- 1) the first increase is given on January 1<sup>st</sup> following the date Long Term Disability Benefits began,
- 2) subsequent increases are given on the anniversary of the first increase, and
- 3) the adjustment is the lesser of 2% or the increase in the Statistics Canada Consumer Price Index for that specific year.

## **RECURRENT DISABILITY**

Successive periods of Total Disability are considered recurrent if the Participant is Actively at Work between occurrences for:

- 1) less than 3 consecutive weeks during the Elimination Period, if due to the same or related cause, or
- 2) less than 6 consecutive months after the end of Long Term Disability benefits.

Successive periods of Total Disability due to entirely unrelated cause are considered recurrent unless the Participant is Actively at Work for one day.

The Elimination Period only needs to be served once if Total Disability is a Recurrent Disability.

## **REHABILITATION**

At any time, DFS may require a Totally Disabled Participant to take part in a rehabilitative program satisfactory to DFS. The activities of the rehabilitative program must be approved by DFS.

The Participant will no longer be eligible for benefit payments under this Benefit for any period while he:

- 1) refuses to participate in a rehabilitative program, or
- 2) does not participate actively and in good faith in the rehabilitative program.

## **REDUCTION OF BENEFITS**

### **1) Direct Offset**

Benefits payable are reduced by any:

- a) amounts that the Participant is eligible to receive under any Workers' Compensation Act or similar legislation,
- b) disability benefits the Participant is eligible to receive under the Canada Pension Plan or the Quebec Pension Plan excluding amounts payable on behalf of Dependents, and
- c) amounts to indemnify salary loss under any no-fault automobile insurance plan.

Cost-of-living increases given after benefits begin are not included in the sources mentioned above.

## 2) Indirect Offset

Benefits are further reduced so that the Participant's total income from all sources does not exceed 85% of the Net monthly Earnings in effect immediately prior to the initial date of Total Disability.

The Participant's total income from all sources includes any of the following that the Participant receives or is eligible to receive:

- a) any amounts payable under this Benefit,
- b) any Earnings from the Employer,
- c) any disability benefits payable under:
  - i) the Canada Pension Plan or the Quebec Pension Plan, excluding amounts payable on behalf of Dependents,
  - ii) the Workers' Compensation Act or similar legislation for salary loss,
  - iii) any other government plan, excluding benefits payable under the Employment Insurance Act, or
  - iv) any other group or association insurance plan,
- d) any amount payable by a private pension plan for disability, and
- e) salary loss replacement paid any government no-fault automobile insurance plan.

Cost-of-living increases given after benefits begin are not included in total income from all sources.

## 3) Additional reduction in case of Rehabilitation

If the Participant earns any income as part of a rehabilitative program, the benefits payable by DFS are reduced by any income earned from any rehabilitative program.

Benefits are reduced so that his total income from all sources does not exceed 100% of his Net monthly Earnings immediately prior to the initial date of Total Disability.



#### 4) Amount payable under public plans

The Participant is required to apply for all benefits available to him under any of the above plans or legislations. If he fails to apply, DFS may estimate the income that is otherwise payable under any government plan. The Participant's benefits are reduced by this estimated amount. Any adjustments are made once the notice of the actual award is received.

If the Participant receives a lump-sum payment from any of the sources above, the payment is reduced by the lesser of:

- a) the lump-sum payment converted to an equivalent monthly amount over a period of 60 months, or
- b) the number of months of disability that the lump sum is paid for.

#### LIMITATIONS AND EXCLUSIONS

##### Limitations

No benefits are payable for any period of Total Disability:

- 1) while the Participant is not under Continuing Medical Care for the Illness or Accident causing the Total Disability,
- 2) during a Parental or Family Related Leave, or the "voluntary leave portion" of the Maternity Leave for Total Disability occurring during this period,
- 3) during any absence from work due to a strike, lock-out, Leave of Absence or lay-off, for Total Disability occurring during this period,
- 4) while the Participant is imprisoned due to conviction of an offence,
- 5) if the Participant remains outside Canada for longer than 3 months regardless of the reason, unless DFS gives prior written consent,
- 6) while the Participant engages in any gainful occupation. This does not include rehabilitative program approved by DFS,
- 7) for which the Participant is required to provide satisfactory proof of continued Total Disability or to undergo a medical examination at the request of DFS, but neglected or refused to do so, and,
- 8) while the Participant refuses to take part or participate in a rehabilitative program considered appropriate by DFS.

### **Other exclusions**

No benefits are payable for Total Disability resulting directly or indirectly from any one of the following causes:

- 1) war, whether declared or not, or service in the armed forces of any country, or participation in a riot, insurrection or civil commotion,
- 2) committing or attempting to commit a criminal offence, including operating a vehicle while impaired, as set out under the Criminal Code of Canada,
- 3) cosmetic surgery or treatment, unless such surgery or treatment is required due to an Accident that occurred while the Participant is covered under this Benefit,
- 4) alcohol or drug abuse unless the Participant is:
  - a) actively taking part in an appropriate therapeutic program supervised by a Physician on an on-going basis, and
  - b) receiving Continuing Medical Care or treatment for rehabilitation.

### **TERMINATION OF BENEFIT PAYMENTS**

Benefit payments end on the earliest of the date:

- 1) the Participant is no longer Totally Disabled,
- 2) benefits have been paid up to the Maximum Benefit Period for any one episode of Total Disability,
- 3) the Participant retires, or
- 4) this Benefit terminates.

## Our commitment to you

We will always be here to answer your questions. You can rely on our knowledgeable team to deliver outstanding service and process your claims efficiently. We are here to help you stay healthy and to give you advice and financial support when you need them most.

**[desjardinslifeinsurance.com](http://desjardinslifeinsurance.com)**

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