# MANITOBA OPERATING ENGINEERS & LABOURERS JOINT



## HEALTH & WELFARE TRUST FUND

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To All Plan Participants
Manitoba Operating Engineers
& Labourers Joint
Health & Welfare Trust Fund

Insurance protection against the financial hardship that so often accompanies sickness, accident or death is important to all of us. In order to make this protection available to you, a Group Benefit Plan has been arranged to assist in protecting you from these hardships. The Healthcare and Dentalcare Benefits are designed to assist with the payment of these expenses, although they may not cover the total cost of services and supplies. In effect, this Group Benefit Plan shares the payment of your medical and dental bills with you. The Benefits are underwritten by The Great-West Life Assurance Company, Chubb Life Insurance Company of Canada (Chubb Life), RSA Travel Insurance Inc., and Homewood Health, while the prescription drug benefit is self-insured and coordinated with Express Scripts Canada.

We urge you to read your booklet carefully to thoroughly familiarize yourself with the benefits that are available to you and your dependents.

Please note that benefits may change at any time given legislative revisions and/or the financial stability of the Plan. You will be advised accordingly of any benefit changes on a timely basis.

The Plan Administrator is Coughlin & Associates Ltd. and their office is located at Suite 100 – 175 Hargrave Street, Winnipeg, Manitoba, R3C 3R8. If you have any questions concerning your benefits or claim procedures, please contact the Plan Administrator at (204) 942-4438 or Toll free 1-888-204-1234 for this information.

We are pleased to make these arrangements on your behalf and are certain that your participation in the plan will bring greater security and peace of mind to you and your family.

Sincerely,

The Board of Trustees of the Manitoba Operating Engineers & Labourers Joint Health & Welfare Trust Fund

## **Important Notice**

This booklet highlights the principal features of the Plan and is presented as a matter of general information only. Please note that this information is in reference to the governing documents of the Plan:

- Accidental Death & Dismemberment Policy # AB10406511 through Chubb Life
- Travel Medical Emergency Policy #1166314 through RSA Travel Insurance Inc.
- Life, Dependent Life, Long Term Disability, Healthcare, and Dentalcare – Policy #31228 through Great-West Life
- Prescription Drugs Self-Insured Policy #SI31228
- Employee Family Assistance Program through Homewood Health.

In the event of any variation between the information in this booklet and the provisions of the policy, the latter will prevail.

#### **Access to Documents**

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

#### **Legal Actions**

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 (i.e. Limitations Act, 2002 in Ontario, Quebec Civil Code).

#### **Appeals**

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

#### **Benefit Limitation for Overpayment**

If benefits are paid that were not payable under the policy, you are responsible for repayment within 30 days of the Insurer or Coughlin (the Administrator) sending you a notice of the overpayment, or within a longer period if agreed to in writing by the Insurer. If you fail to fulfil this responsibility, no further benefits are payable under the policy until the overpayment is recovered. This does not limit the Insurer right to use other legal means to recover the overpayment.

## Protecting Your Personal Information

Great-West Life, Chubb Life, Homewood Health, RSA, the Pay Direct Drug Card Provider (ES Canada), and the Plan Administrator (Coughlin & Associates Ltd.) recognize and respect every individual's right to privacy. When you apply for coverage or benefits, a confidential file of personal information is established.

These companies use the information to administer the Group Benefit Plan under which you are covered. This includes many tasks, such as:

- determining your eligibility for coverage under the plan
- enrolling you for coverage
- assessing your claims and providing you with payment
- managing your claims
- verifying and auditing eligibility and claims
- underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- preparing regulatory reports, such as tax slips

Access to information in your file is limited to the staff or any authorized persons who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law. They may also exchange information when the information is needed to administer the Group Benefit Plan.

## **Privacy**

The Federal Personal Information Protection and Electronic Document Act (PIPEDA) governs the collection, use and disclosure of all personal data by all Canadian commercial organizations. Thus, every transaction involving the handling of personal data (collection, use, transfer, disclosure, storage, accessing, processing, etc.) has to be conducted in accordance with the Act.

In conjunction with the Insurers, Coughlin & Associates Ltd. are committed to respecting your right to privacy and safeguarding your personal information. For more information regarding the Insurers' privacy policies or Coughlin's privacy policy, please contact Coughlin & Associates Ltd. directly or via the website <a href="https://www.coughlin.ca">www.coughlin.ca</a> for Coughlin's privacy policy.

## **Benefit Summary**

This summary must be read together with the benefits described in this booklet.

Life Insurance
Benefit
Coverage Terminatesearlier of age 70 or following Hour Bank depletion and/or self-pay period
Dependent Life Insurance
Spouse
Coverage Terminatesearlier of age 70 or following Hour Bank depletion and/or self-pay period
depletion and, or our pay person
Accidental Death & Dismemberment
Accidental Death & Dismemberment
Accidental Death & Dismemberment  Principal Sum\$80,000 reducing by 50% at age 65  Coverage Terminatesearlier of age 70 or following Hour Bank
Accidental Death & Dismemberment  Principal Sum\$80,000 reducing by 50% at age 65  Coverage Terminatesearlier of age 70 or following Hour Bank depletion and/or self-pay period

Coverage Terminates...... earlier of age 65, retirement, or following Hour Bank Depletion

Direct Offsets......Workers Compensation Benefits and

**CPP** Disability

#### Healthcare

Covered expenses will not exceed customary charges
DeductibleNil
Reimbursement Levels
Visioncare
Basic Expense Maximums
Hospital Semi-private Convalescent Hospital Semi-private room to a maximum of 180 days each calendar year Home Nursing Care \$5,000 each calendar year Smoking Cessation Products \$500 lifetime Custom-fitted Orthopedic Shoes \$300 each calendar year Custom-made Orthotic Foot Appliances \$200 each calendar year Myoelectric Arms \$10,000 per prosthesis External Breast Prosthesis 1 every 12 months Surgical Brassieres 2 every 12 months Mechanical or Hydraulic Patient Lifters \$2,000 per lifter once every 5 years years Outdoor Wheelchair Ramps \$2,000 lifetime Blood-glucose Monitoring Machines 1 every 4 years Transcutaneous Nerve Stimulators \$700 lifetime Extremity Pumps for Lymphedema \$1,500 lifetime Custom-made Compression Hose 4 pairs each calendar year Wigs for Cancer Patients \$200 lifetime Cardiac Program \$300 lifetime
Paramedical Expense Maximums
Chiropractors\$500 each calendar yearPhysiotherapists\$500 each calendar yearPsychologists\$500 each calendar yearSpeech Therapists\$500 each calendar yearMassage Therapists\$500 each calendar yearAcupuncturists\$500 each calendar year

Visioncare Expense Maximums

Eye Examinations - dependent children under age 19
Healthcare Maximum\$1,000,000 (not applicable to Prescription Drugs)
Coverage Terminatesearlier of age 75 or following Hour Bank depletion and/or self-pay period
Dentalcare
Covered expenses will not exceed customary charges
Payment Basis The dental fee guide in effect in your province of residence on the date treatment is rendered
DeductibleNil
Reimbursement Levels
Basic Coverage
Plan Maximums
Basic/Major Treatment

Coverage Terminates.....earlier of age 75 or following Hour Bank depletion and/or self-pay period

#### **Travel Medical Emergency**

For emergency treatment while traveling outside your province of residence

In the event of an emergency, please call from Canada/USA 1-866-870-1898 or Collect from anywhere +819-566-1898. The emergency telephone numbers are listed on the back of the medical assistance card.

Please refer to Travel Medical Emergency section for greater detail.

#### **Employee Family Assistance Program**

Please contact Coughlin & Associates or access your Member Portal for further information.

### **General Provisions**

The Plan is administered by the Board of Trustees who retain the services of Coughlin & Associates Ltd. to perform this function. For each Participant, an account is kept by the Plan Administrator that shows hours worked for a contributing Employer for which contributions have been made for the purpose of Group Benefits. This account is called an Hour Bank Account.

#### **Eligible Participants**

Under the Plan, the following Participants are eligible for coverage:

#### Union Members

Members in good standing with either the Construction & Specialized Workers Local Union 1258 or the Operating Engineers Local Union 987 on whose behalf contributions are being made in accordance with the terms of the Collective Agreement.

#### Retired Members

A Union Member, in good standing with either the Construction & Specialized Workers Local Union 1258 or the Operating Engineers Local Union 987, is considered retired when he/she has identified retirement to the Plan Administrator by withdrawing his/her funds from the respective Pension Trust Fund.

#### **Eligible Dependents**

#### Dependent means:

- Your spouse, legal or common-law.
- Your unmarried children under age 21, or under age 25 if they are full-time students.
- Children under 15 days are not covered for dependent life insurance.
- Children under age 21 are not covered if they are working more than 30 hours a week, unless they are full-time students.

Children who are incapable of supporting themselves because of
physical or mental disorder are covered without age limit if the
disorder begins before they turn 21, or while they are students under
25, and the disorder has been continuous since that time.

#### **Beneficiary Designation**

You may make, alter, or revoke a designation of beneficiary as permitted by law. You should review any beneficiary designation made under this policy from time to time to ensure that it reflects your current intentions. You may change the designation by completing a form available from Coughlin & Associates Ltd.

#### **Initial Eligibility**

Division 001 - Members With Less Than 1600 Hours

Members in good standing with either union are eligible for Life, Accidental Death & Dismemberment, Long Term Disability, Employee Family Assistance Program, and Dependent Life benefits on the first day following the date on which the Member has worked **600 hours** within a 6 month period as insurable Members.

For Healthcare, Travel Medical Emergency, Visioncare and Dentalcare benefits, Members are eligible for coverage on the first day following the month on which the Administrator has received **600 hours** worked within a 6 month period as insurable Members.

Members who have worked more than 1,600 hours in a 24 month period will qualify for Division 002 which has a lower monthly hour requirement and longer self-pay period.

#### Ongoing Eligibility

Following receipt of 600 hours worked for those Members under Division 001 who have worked less than 1600 hours within the preceding 24 month period, 240 hours per month will be deducted from the Member's Hour Bank to remain in benefit. After the Plan Administrator has received 1600 hours or more within the preceding 24 month period adjusts to (Division 002), the monthly deduction from the Hour Bank is 120 hours. The actively at work requirement must be satisfied throughout the eligibility waiting period to be eligible for benefits.

The number of hours in the Union Member's Hour Bank Account may not exceed 12 months of coverage. Excess hours accumulated will be credited to the general reserves of the Fund.

#### **Changes in Insurance**

If your insurance benefits change because of an amendment to the plan, or because of a change in age, class, earnings, dependent status, etc., the new benefits become effective on the date the change affecting your benefits occurred.

When a change results in increased benefits you must be actively at work for an eligible Employer to be eligible for the new benefits. If you are not at work for an eligible Employer on the date the new benefits would otherwise become effective, the change will not become effective until you return to work for an eligible Employer. Increased benefits for a dependent confined in hospital on the date the new benefits would otherwise become effective do not become effective until he or she is released from hospital. In any case, payment for services and supplies received before the date of an increase in benefits will always be based on plan benefits in effect before the change.

#### Change in Amounts of Insurance

Any change in amounts of your insurance will become effective on the date of such change provided that you are actively at work for an eligible Employer on the date of the change; otherwise, the increase will become effective on the first day thereafter on which you are actively at work for an eligible Employer.

#### Termination:

Your coverage terminates on the earliest of the following dates, when:

- You are no longer a Member in good standing with either Union
- You are no longer eligible
- You stop paying the required premium or union dues (i.e. Union member is deemed suspended)
- The policy terminates, or

- Your hour bank account does not have enough hours to cover your monthly deduction. Members may be eligible to self-pay to continue coverage. Please refer to the Extension of Coverage by Self-Payments section in this booklet for further information.
- Your dependents' coverage terminates when your insurance terminates or your dependents no longer qualify as insured dependents, whichever is earlier.

#### Reinstatement:

Eligibility for insurance coverage will be automatically reinstated:

- Division 001 If you had worked less than 1600 hours within the preceding 24 month period, and your insurance terminated because your Hour Bank balance dropped below 240 hours, benefits can be reinstated on the first day of the month following the month which the Plan Administrator has received 240 hours within a 6 month period. If you do not reinstate within 6 months you will be deemed a new member under Division 001 and be eligible for coverage once the initial eligibility provision has been satisfied.
- Division 002 If you had worked 1600 hours or more within the preceding 24 month period, and your insurance terminated because your Hour Bank balance dropped below 120 hours, benefits can be reinstated on the first day of the month following the month which the Plan Administrator has received 120 hours in your Hour Bank within 6 months of cessation of coverage. If you do not reinstate within 6 months you will be deemed a new member under Division 002 and be eligible for Life, Accidental Death & Dismemberment, Long Term Disability, Employee Family Assistance Program, and Dependent Life benefits on the first day following the date on which 300 hours has been worked within a 6 month period as an insurable Member. For Healthcare, Travel Medical Emergency, Visioncare and Dentalcare benefits, you are eligible for coverage on the first day following the month on receipt of 300 hours within a 6 month period as insurable Member.

#### **Extension of Coverage by Self-Payments**

**Division 001** – Following Hour Bank depletion, a non-working Union or Retired Member is eligible to self-pay for up to six (6) consecutive months

to continue full benefit coverage (excluding LTD), subject to benefit age restrictions.

**Division 002** – Following Hour Bank depletion, a non-working Union or Retired Member is eligible to self-pay for up to six (6) consecutive months to continue full benefit coverage (excluding LTD), subject to benefit age restrictions. If a Retired Member has been an insured member of the Plan for a minimum of five (5) years at the time of retirement, full benefit coverage (excluding LTD) may be extended for up thirty-six (36) consecutive months via self-payments, subject to benefit age restrictions.

If a Union Member has been disabled and is receiving disability benefits from this Plan, or Workers Compensation, Auto Insurance, etc., the disabled Member will be eligible to self-pay for twelve (12) consecutive months following depletion of their hour bank account.

Eligibility to self-pay is contingent upon the Participant being in good standing with either the Construction & Specialized Workers Local Union 1258 or the Operating Engineers Local Union 987.

Before your benefit coverage terminates, Coughlin & Associates Ltd. will inform you of your option to continue your benefit coverage through the self-pay option.

#### **Survivor Benefits**

If you die while your coverage is still in force, the Health, Dental, Employee Family Assistance Program, and Travel Medical Emergency benefits for your dependents will be continued for a period of 2 years or until they no longer qualify as insured dependents, whichever happens first.

### Life Insurance

#### **Amount of Benefit**

In the event of your death while insured, the amount of Life Insurance as outlined in the Benefit Summary section is payable to your designated beneficiary.

You may change your beneficiary at any time by written notice to the Plan Administrator, subject to any policy or legal limitations.

#### **Coverage Ceases**

For Union Members, coverage ceases at the earlier of age 70, following the depletion of your Hour Bank Account and/or self-pay period, or if you are no longer a Member in good standing with the Local Union.

For Permit Workers and Office Staff (support staff), coverage ceases at the earlier of the date of termination of employment, lay-off, retirement or age 70.

#### Waiver of Premium for Disability

If you become totally disabled for at least six (6) consecutive months before age 65, your Life Insurance will be continued without payment of premiums until you cease to be totally disabled or you reach age 65, whichever occurs first. You are considered "disabled" if injury or disease prevents you from engaging in your "own" occupation for the two (2) years following your disability or from being gainfully employed in "any" occupation thereafter, and you must submit proof of your continuing disability as may be required by the Insurer.

All disability claims should be recorded with Coughlin & Associates Ltd. and Great-West Life regardless of whether or not you are eligible to receive Workers' Compensation, Auto Insurance or E.I. Disability Benefits. This recording will assist you should your claim with these agencies be declined either immediately or at a future date.

#### **Conversion Privilege**

If your Life Insurance coverage terminates, you may be eligible to apply for an individual conversion policy without providing proof of your insurability. You must apply and pay for the first premium no later than thirty-one (31) days after your group insurance terminates. Please contact the Plan Administrator for more details.

## **Dependent Life Insurance**

In the event of the death of your spouse and/or dependent child(ren) while insured, the amount of Dependent Life Insurance as outlined in the Benefits Summary section is payable to you.

#### **Coverage Ceases**

For Union Members, coverage ceases at the earlier of age 70, following the depletion of your Hour Bank Account and/or self-pay period, or if you are no longer a Member in good standing with the Local Union.

For Permit Workers and Office Staff (support staff), coverage ceases at the earlier of age 70, the date of termination of employment, lay-off or retirement.

#### Waiver of Premium for Disability

If while insured for this coverage, you become disabled and qualify for the Waiver of Premium benefit under your Life Insurance coverage, the Insurer will also waive the payment of Dependant Life Insurance Premiums.

#### **Conversion Privilege**

If your insurance terminates, your spouse may be eligible for an individual conversion policy without providing proof of insurability. You or your spouse must pay for the first premium no later than thirty-one (31) days after your group insurance terminates. Please contact the Plan Administrator for more details.

## Accidental Death & Dismemberment

#### Coverage

The plan offers you full 24-hour protection against accidents, on or off the job, on business, on vacation, at home regardless of your health history.

#### **Coverage Ceases**

For Union Members, Accidental Death & Dismemberment coverage terminates at the earlier of age 70, following depletion of the Union Member's Hour Bank Account and/or self-pay period or cessation of Union membership.

#### Waiver of Premium

If you are under age 65 and have been disabled for 6 months or more, you may be entitled to have your Accidental Death & Dismemberment insurance continued without premium payment until you reach age 65. You are considered disabled if injury or disease prevents you from being gainfully employed in any job. If you believe you may be eligible, contact Coughlin & Associates Ltd. for claim forms. You must apply for waiver of premium benefits within 12 months of becoming eligible.

#### Termination of Waiver of Premium

Waiver of Premiums will cease on the earliest of:

- a) the date an Insured Employee ceases to meet the policy's definition of totally disabled;
- b) the date an Insured Employee does not supply Chubb Life with appropriate medical evidence as deemed necessary by Chubb Life;
- c) the date an Insured Employee is no longer receiving regular, ongoing care and treatment of a Physician appropriate for the disabling condition, as determined by Chubb Life;
- d) the date an Insured Employee does not attend a medical, psychiatric, psychological, functional, educational and/or vocational examination evaluation by an examiner selected by Chubb Life;

- e) the date the policy terminates;
- f) the date an Insured Employee turns 65; or
- g) the date an Insured Employee dies.

#### **Coverage During Waiver of Premium**

While premiums are being waived, Basic Accidental Death and Dismemberment Insurance under the policy on an Insured Employee will continue to be in force. The amount of such insurance will be the amount of insurance that was in effect on the date of commencement of the disability, subject to any age reduction or termination shown in the policy.

"Totally Disabled or Total Disability" with respect to Waiver of Premium means disability resulting from injury or sickness which prevents engagement in an Insured Employee's regular occupation for 6 consecutive months.

#### Schedule of Losses

#### Accidental Death & Dismemberment

If such injuries shall result in any one of the following specific losses within 1 year from the date of the accident, Chubb Life will pay the percentage of the benefit amount, based on the amount stated under the benefit amount section, however, that not more than one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident.

#### Percentage of Benefit Amount

Loss of Life
Loss of Entire Sight of Both Eyes
Loss of One Hand and One Foot
Loss of Use of One Hand and One Foot
Loss of One Hand and Entire Sight of One Eye100%
Loss of One Foot and Entire Sight of One Eye100%
Loss of Speech and Hearing in Both Ears
Brain Death
Loss of Both Arms, Both Hands, Both Legs or Both Feet200%
Loss of Use of Both Arms, Both Hands, Both Legs or Both Feet 200%
Quadriplegia200%

Paraplegia	)%
Hemiplegia	)%
Loss of One Arm or One Leg75	5%
Loss of Use of One Arm or One Leg75	5%
Loss of One Hand or One Foot	5%
Loss of Use of One Hand or One Foot	5%
Loss of Entire Sight of One Eye	5%
Loss of Speech or Hearing in Both Ears	5%
Loss of Thumb and Index Finger of Same Hand33 1/3	3%
Loss of Use of Thumb and Index Finger of Same Hand33 1/3	3%
Loss of Four Fingers of Same Hand	3%
Loss of Hearing in One Ear	3%
Loss of All Toes of Same Foot	

"Loss" shall mean with respect to hand or foot, the actual severance through or above the wrist or ankle joint; with respect to arm or leg, the actual severance through or above the elbow or knee joint; with respect to eye, the total and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; with respect to thumb and index finger or four fingers, the actual severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand); with regard to toes, the actual severance through or above the metatarsophalangeal joints (the joints between the toes and the foot) of the same foot. If an Insured Person suffers complete severance of a hand, foot, arm or leg as described above, then Chubb Life will pay the amount specified in the Schedule of Losses even if the severed limb is surgically reattached, whether successful or not.

"Loss" as used with reference to quadriplegia (paralysis of both upper and lower limbs), paraplegia (paralysis of both lower limbs), and hemiplegia (total paralysis of upper and lower limbs of one side of the body), means the complete and irrecoverable paralysis of such limbs, provided such loss of function is continuous for 180 consecutive days and such loss of function is thereafter determined on evidence satisfactory to Chubb Life to be permanent.

"Loss of Use" shall mean the total and irrecoverable loss of function of an arm, hand, foot, leg or thumb and index finger of the same hand provided such loss of function is continuous for 12 consecutive months and such loss of function is thereafter determined on evidence satisfactory to Chubb Life to be permanent.

"Brain Death" means irreversible unconsciousness with total loss of brain function; and completes absence of electrical activity of the brain, even though the heart is still beating.

Quadriplegia, Paraplegia, Hemiplegia and Loss of Use losses are subject to an all policies combined maximum Benefit Amount of \$1,000,000.

#### Repatriation Benefit

When injuries result in loss of life of an Insured Person outside 50 kilometers from their city of permanent residence or outside Canada and the loss of life occurs within 365 days from the date of the accident, Chubb Life will pay the actual expense incurred for preparing the deceased for burial and shipment of the body to the city of residence of the deceased, but not to exceed \$15,000.

#### Rehabilitation Benefit

When injuries result in a payment being made by Chubb Life under any benefit excluding the Loss of Life Benefit, Chubb Life will also pay the reasonable and necessary expenses actually incurred up to a limit of \$15,000 for special training of an Insured Employee provided:

- (a) such training is required because of such injuries and in order for an Insured Employee to become qualified to engage in an occupation in which he or she would not have been engaged except for such injuries;
- (b) expenses are to be incurred within 2 years from the date of the accident;
- (c) no payment will be made for ordinary living, travelling, or clothing expenses.

#### **Family Transportation Benefit**

When injuries result in an Insured Person confinement as an in-patient in a hospital outside 50 kilometers from an Insured Person's city of permanent residence or outside Canada and requires personal attendance of a "Member of the Immediate Family" as recommended by the attending physician, in writing, Chubb Life will pay for the expense incurred by the member of the family, for the transportation by the most direct route by a licensed common carrier to an Insured Person, while confined, but not to exceed \$15,000.

"Member of the Immediate Family" means spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, mother-in-law or father-in-law, or son-in-law or daughter-in-law.

#### **Spousal Occupational Training Benefit**

When injuries result in a payment being made by Chubb Life under the Loss of Life Benefit, Chubb Life will pay in addition the expenses actually incurred, within 365 days from the date of the accident, by the spouse of an Insured Employee for a formal occupation training program for the purpose of specifically qualifying such spouse to gain active employment in an occupation for which the spouse would otherwise not have sufficient qualifications. The maximum payable hereunder is \$15,000.

#### **Home Alteration and Vehicle Modification Benefit**

In the event an Insured Person sustain an injury which results in a payment being made under the Schedule of Losses, excluding the Loss of Life Benefit, and such injury subsequently requires the use of a wheelchair to be ambulatory, Chubb Life will pay the reasonable and necessary expenses actually incurred within 365 days from the date of the accident for:

- the one-time cost of alterations to an Insured Person's principal residence to make it wheelchair accessible and habitable; and
- the one-time cost of modifications necessary to a motor vehicle utilized by an Insured Person to make the vehicle accessible or drivable for an Insured Person.

Benefit payments herein will not be paid unless:

- (i) 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
- (ii) 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 shall be 10% of an Insured Person's Principal Sum.

#### **Day Care Benefit**

If an Insured Person suffers a loss of life in a covered accident while the policy is in force, Chubb Life will pay, in addition to all other benefits payable under the policy a Day Care Benefit equal to the reasonable and necessary expenses actually incurred, subject to the lesser of 5% of an Insured Person's Principal Sum amount or a maximum of \$5,000 per year, on behalf of any dependent child who is enrolled in a legally licensed day care centre on the date of the accident or who enrolls in a legally licensed day care centre within 365 days following the date of the accident.

The "Day Care Benefit" will be paid each year for 4 consecutive years, but only upon receipt of satisfactory proof that a child is enrolled in a legally licensed day care centre.

"Dependent Child" means the Employee's eligible unmarried natural, legitimate, illegitimate, adopted, step child or common law child who is principally dependent on the Employee or the Employee's Spouse for financial support.

#### **Special Education Benefit**

If an Insured Person suffers a loss of life in a covered accident while the policy is in force, Chubb Life will pay, in addition to all other benefits payable under the policy, a Special Education Benefit up to 5% of an Insured Person's Principal Sum amount (subject to a maximum of \$5,000 per year), on behalf of any dependent child who, on the date of the accident, is enrolled as a full-time student in any post-secondary institution of higher learning or was at the 12th grade level and subsequently enrolls as a full-time student in any post-secondary institution of higher learning within 365 days following the date of the accident.

The "Special Education Benefit" is payable annually for a maximum of 4 consecutive annual payments but only if the dependent child continues his or her education as a full-time student in an institution of higher learning.

#### **Bereavement Benefit**

When injuries covered by the policy result in loss of life of an Insured Person within 365 days from the date of the accident, Chubb Life will pay the reasonable and necessary expenses actually incurred by the spouse and dependent children of an Insured Person for up to 6 sessions of grief

counseling, by a "Professional Counselor", subject to a maximum of \$5,000.

"Professional Counselor" means a therapist or counselor who is licensed, registered or certified to provide such treatment.

#### **In-Hospital Confinement Monthly Income Benefit**

In the event an Insured Person sustains an injury which results in a payment being made under the Schedule of Losses, excluding the Loss of Life Benefit, and an Insured Person is hospital confined as an in-patient and is under the care of a legally qualified and registered physician or surgeon other than himself or herself, Chubb Life will pay for each full month, 1% of an Insured Person's Principal Sum amount, subject to a maximum amount of \$2,500, or 1/30 of such monthly benefit for each day of partial month, retroactive to the 1st full day of such confinement but not to exceed 365 days in the aggregate for each period of hospital confinement.

"Hospital" as used herein means a legally constituted establishment which meets all of the following requirements: (1) operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients; (2) provides 24 hour a day nursing service by registered or graduate nurses; (3) has a staff of one or more licensed physicians available at all times; (4) provides organized facilities for diagnosis and surgical facilities; and (5) is not primarily a clinic, nursing home or convalescent home or similar establishment nor, other than incidentally, a place for alcoholics or drug addicts.

"In-Patient" means a person admitted to a hospital as a resident or bedpatient and who is provided at least one day's room and board by the hospital.

#### **Cosmetic Disfigurement Benefit**

If an Insured Person suffers a third degree burn due to an accident, Chubb Life will pay a percentage of the Principal Sum depending on the area of the body which was burned according to the following table, subject to a maximum benefit payable of \$25,000:

Body Part	% of Principal Sum Payable
Face, Neck, Head	10%
Hand & Forearm	25%

Either Upper Arm	15%
Torso (Front or Back)	35%
Either Thigh	10%
Either Lower Leg (below knee)	25%

In the event of a 50% surface burn, the % of benefit is reduced by 50%. This table only represents the maximum percent of the Principal Sum payable for any one accident. If the Insured suffers burns in more than one area as a result of any one accident, benefits will not exceed a maximum of \$25,000.

#### Seat Belt Benefit

In the event an Insured Person sustains an injury which results in a payment being made under the Schedule of Losses, an Insured Person Principal Sum amount will be increased by 10% to a maximum of \$25,000 if, at the time of the accident, an Insured Person was driving or riding in a vehicle and wearing a properly fastened seat belt. Due proof of seat belt use must be provided as part of the written proof of loss.

"Vehicle" means a private passenger car, station wagon, van, or jeep-type automobile. "Seat Belt" means those belts that form a restraint system.

#### Identification Benefit

In the event accidental loss of life is sustained by an Insured Person not less than 150 kilometers from an Insured Person's normal place of residence and identification of the body by a "Member of the Immediate Family" has been requested by the police or a similar governmental authority, Chubb Life will reimburse the reasonable expenses actually incurred by such member for:

- a) transportation by the most direct route to the city or town where the body is located; and
- b) hotel accommodation in such city or town, subject to a maximum duration of 3 days.

The reimbursement of such expenses incurred is subject to the accidental Loss of Life benefit being subsequently payable in accordance with the terms of the policy following the identification of the body as an Insured

Person. The maximum amount payable will not exceed \$15,000 for all such expenses.

Payment will not be made for board or other ordinary living, travelling or clothing expenses, and transportation must occur in a vehicle or device operated under a license for the conveyance of passengers for hire.

"Member of the Immediate Family" means spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, mother-in-law or father-in-law, and son-in-law or daughter-in-law.

#### **Exposure and Disappearance**

Loss resulting from unavoidable exposure to the elements shall be covered to the extent of the benefits afforded an Insured Person. If the body of an Insured Person has not been found within 1 year of disappearance, stranding, sinking or wrecking of the conveyance in which an Insured Person was riding at the time of the accident, it shall be presumed, subject to all other conditions of the policy, that an Insured Person suffered a loss of life resulting from bodily injuries sustained in the accident covered under the policy.

#### Conversion Privilege

On the date of termination of employment or during the 31-day period following termination of employment, an Insured Person may convert his or her insurance to an individual ACCIDENTAL DEATH and DISMEMBERMENT only insurance policy of Chubb Life. The individual policy will be effective either as of the date that the application is received by Chubb Life or on the date that coverage under the group policy ceases, whichever occurs later. The premium will be the same, as a person would ordinarily pay when applying for an individual policy at that time. Application for an individual policy may be made at any office of Chubb Life. The amount of insurance benefit converted shall not exceed that amount issued during employment up to an all policies combined maximum of \$200,000. The individual policy will cover ACCIDENTAL DEATH and DISMEMBERMENT only.

Benefits payable under this section will be limited to only one (1) policy in the event the benefits are contained in two (2) or more policies issued to the Policyholder by Chubb Life (not applicable to the Schedule of Losses, Exposure and Disappearance and Conversion).

#### Recurrent Disabilities

When an Insured Employee becomes totally disabled again from the same or related causes within 6 months of cessation of the Waiver of Premiums, then all such recurrences will be considered a continuation of the same disability and Chubb Life will waive the 6 months qualification period.

If the same disability recurs more than 6 months after cessation of the Waiver of Premiums, such disability will be considered a separate disability. Two disabilities which are due to unrelated causes are considered separate disabilities if they were separated by a return to work of at least one 1 day.

#### **Funeral Benefit**

When injuries covered by this policy result in loss of life of an Insured Person within 365 days from the date of the accident, Chubb Life will pay the actual expense incurred for preparing the deceased for burial or cremation but shall not exceed \$5,000.

The plan does not cover any loss, which is the result of:

- intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- 2. declared or undeclared war or any act thereof;
- travel or flying in an aircraft owned or leased by the Policyholder, an
  Insured Person or a member of an Insured Person's household, or
  aircraft being used for any test or experimental purpose, firefighting,
  power line inspection, pipeline inspection, aerial photography or
  exploration;
- 4. losses occurring while an Insured Person is serving on full-time active duty in the Armed Forces of any country or international authority (any premium paid to be returned by Chubb Life pro-rata for any such period of full-time active duty);
- 5. travel or flight in any vehicle or device for aerial navigation; except to the extent such travel or flight is provided in the "Hazards Insured Against" section of the Accidental Death & Dismemberment portion of the policy.

## **Long Term Disability**

If you become totally disabled before reaching age 65 and are unable to work, you may be eligible for a monthly disability benefit. Although it is not necessary for you to be confined to your house during the entire period of your disability, you must be under the active and continuous care of a licensed physician (Medical Doctor).

All Disability claims should be recorded with The Plan Administrator (Coughlin & Associates Ltd.) and the Insurers (Great-West Life and Chubb Life) regardless of whether or not you are eligible to receive Workers' Compensation, Auto Insurance or E.I. Disability Benefits. This recording will assist you should your claim with these agencies be declined either immediately or at a future date. The Insurer will not be liable for a Long Term Disability (LTD) claim or which initial notice is submitted more than twelve (12) months after the date of disability. Provided notice is provided within this twelve (12) month period, proper application will be made relative to a Waiver of Life Insurance Premiums.

#### **Description of Benefit**

You will begin receiving disability payments after you have been continuously and totally disabled for the qualifying period identified in the Benefit Summary. Payments are made at the end of each month and continue as long as you are totally disabled, even if the Group Policy terminates, but not beyond the date that you attain 65 years of age, or the date that you are no longer disabled.

"Totally Disabled" shall mean you are incapacitated to the extent that you are not able to perform the majority of the usual and customary duties of your occupation. For the initial twenty four (24) months this means that as a result of injury or disease, there is no combination of duties of your current occupation that you can perform that regularly took at least sixty percent (60%) of your time to complete. Following the initial 24-month period, "totally disabled" shall mean that you cannot perform the substantial duties of any occupation for which your current education and work experience would qualify you. You are not considered totally disabled unless you are under the active and continuous care of a physician and following the treatment prescribed by the physician for that disability.

The availability of work will not be considered in assessing disability.

If you recover and return to work, but the same disability reoccurs, it will be considered a continuation of the previous disability if the period between disabilities is less than two (2) weeks during the waiting period (i.e. the initial six (6) months following the date of disability) or less than six (6) months during the period when Long Term Disability payments are being made or within twenty-four (24) months after the end of an approved comprehensive rehabilitation program. To be classified as a comprehensive rehabilitation program, the goal must be:

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

A recurrence of disability due to an unrelated cause will be considered a new disability if you have worked at least one (1) day between disabilities.

#### Other Income

Your LTD benefit is reduced by other income you are entitled to receive while you are disabled. Your benefit is first reduced by:

- · disability or retirement benefits you are entitled to on your own behalf under the Canada or Quebec Pension Plan
- · benefits under any Workers' Compensation Act or similar law

There is a further reduction of your LTD benefit if the total of the income listed below exceeds **85%** of your indexed monthly take-home pay before you became disabled. If it does, your benefit is reduced by the excess amount.

- · your income under this plan
- · loss of income benefits available through legislation, except for Employment Insurance benefits, which you and any other member of your family are entitled to on the basis of your disability, including automobile insurance benefits where permitted by law
- · disability benefits under a plan of insurance available through membership in an association
- · employment income, disability benefits, or retirement benefits related to any employment except an approved rehabilitation plan or

program (termination pay and severance benefits are included as employment income under this provision)

Earnings received from an approved rehabilitation plan or program are not used to reduce your LTD benefit unless those earnings, together with your income from this plan and the other income listed above, would exceed your indexed monthly take-home pay before you became disabled. If it does, your benefit is reduced by the excess amount.

#### Vocational Rehabilitation Benefits

Vocational rehabilitation involves a work related activity or training strategy that is designed to help you return to gainful employment and a more productive lifestyle. A plan or program will be approved if it is appropriate for the expected duration of your disability and it facilitates your earliest possible return to work.

#### **Coverage Ceases**

Eligibility for Long Term Disability coverage terminates at the earlier of age 65, following depletion of your Hour Bank Account, the date of retirement, or if you are no longer a Member in good standing with Local 1258 or Local 987.

For Permit Workers and Office Staff, coverage terminates immediately upon the date of termination of employment, lay-off, retirement or age 65.

#### **Subrogation**

If you are entitled to recover compensation for loss of income from a third party as a result of the incident which caused or contributed to the disability, and for which benefits are paid or payable, the Insurer will be subrogated to all rights of your recovery for loss of income to the extent of the sum of benefits paid of payable by the Insurer. You shall execute such documents as required by the Insurer.

In the event that you provide proof to the Insurer that you have not recovered full compensation for loss of income, the Insurer shall determine the proportion of damages actually recovered and share prorate in that amount.

Should you choose to settle the matter prior to judicial determination, you understand that the sum reached in settlement will be deemed to be full

compensation for loss of income, and the Insurer's right of subrogation will apply.

#### Waiver of Premium

The Insurer will waive the payment of premiums for Long Term Disability Insurance for you if you are receiving benefits under this coverage. Premiums will be waived beginning with the premium for the first month for which benefits became payable and continue while the benefits are payable.

#### Rehabilitation

As your condition improves, if your condition does not allow for a return to your job on a full-time basis, you may be able to work on a part-time basis or take a less demanding job. Inform the Insurer and Plan Administrator as you may qualify for a rehabilitation program.

#### If your Long Term Disability Benefit Terminates

If your Long Term Disability benefit terminates while you are totally disabled, you will continue to be eligible for this benefit as if it were still in force.

#### **Conversion Privilege**

If you change jobs, you may apply for an individual Long Term Disability Policy without any medical tests. You must apply and pay the first premium no later than thirty-one (31) days after starting your new job, and you must also start your new job no later than six (6) months after leaving your present one. If interested, please contact the Plan Administrator for further details

#### Limitations

No benefits are paid for:

 Disability arising from a disease or injury for which you received medical care before your insurance started. This limitation does not apply if your disability starts after you have been continuously insured for 1 year, or you have not had medical care for the disease or injury for a continuous period of 90 days ending on or after the date your insurance took effect.  Any period in which you do not participate or cooperate in a prescribed plan of medical treatment appropriate for your condition.

Depending on the severity of the condition, you may be required to be under the care of a specialist.

If substance abuse contributes to your disability, the treatment program must include participation in a recognized substance withdrawal program.

· The scheduled duration of a lay-off or leave of absence.

This does not apply to any portion of a period of maternity leave during which you are disabled due to pregnancy.

- · Any period after you fail to participate or cooperate in an approved rehabilitation plan or program.
- Any period after you fail to participate or cooperate in a recommended medical coordination program.
- · Any 12-month period in which you do not live in Canada for at least 6 months.
- · Any period of confinement in a prison or similar institution.
- Disability arising from war, insurrection, or voluntary participation in a riot.

### Healthcare

All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits.

The plan covers customary charges for the following services and supplies. All covered services and supplies must represent reasonable treatment. Treatment is considered reasonable if it is accepted by the Canadian medical profession, it is proven to be effective, and it is of a form, intensity, frequency and duration essential to diagnosis or management of the disease or injury.

#### **Covered Expenses**

- Ambulance transportation to the nearest centre where adequate treatment is available
- Semi-private room and board in a hospital in Canada
- For out-of-province accommodation, any difference between the hospital's standard ward rate and the government authorized allowance in your home province is covered.
- The plan also covers the hospital facility fee related to dental surgery and any out-of-province hospital out-patient charges not covered by the government health plan in your home province.
- Convalescent care for a condition that will significantly improve as a result of the care and follows a 3-day confinement for acute care
- The government authorized co-payment for accommodation in a nursing home. Residences established primarily for senior citizens or which provide personal rather than medical care are not covered.
- Home nursing services of a registered nurse, licensed practical nurse or registered nursing assistant who is not a member of your family, when services are provided in Canada, but only if the patient requires the specific skills of a trained nurse

You should apply for a pre-care assessment before home nursing begins

- Drugs, excluding physician's fees, described below when prescribed by a physician or other person entitled by law to prescribe them, and provided in Canada.
  - Drugs which require a written prescription according to the Food and Drugs Act, Canada or provincial legislation in effect where the drug is dispensed, including oral contraceptives
  - Injectable drugs and syringes for self-administered injections
  - Certain life-sustaining drugs. If you have any questions, contact your plan administrator before incurring the expense.

The plan will also pay for vaccines used to prevent disease.

Eligible Prescription Drug coverage subject to the following:

- ⇒ Pharmacy markup limited to 20% of wholesale cost
- ⇒ dispensing fee maximum of \$15 per prescription
- ⇒ reimbursement up to the generic equivalent unless Doctor indicates a medical necessity.

For drugs eligible under a provincial drug plan, coverage is limited to the deductible amount and coinsurance you are required to pay under that plan.

- Rental or, at Great-West Life's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a physician
- Custom-made foot orthotics and custom-fitted orthopedic shoes, including modifications to orthopedic footwear, when prescribed by a physician
- Diabetic supplies, including insulin, syringes, Novolin pens, testing supplies and insulin infusion sets, when prescribed by a physician

- Blood-glucose monitoring machines prescribed by a physician
- Diagnostic x-rays and lab tests, when coverage is not available under your provincial government plan
- Out-of-hospital treatment of muscle and bone disorders, including diagnostic x-rays, by a licensed chiropractor
- Out-of-hospital treatment of movement disorders by a licensed physiotherapist
- Out-of-hospital treatment by a registered psychologist
- Out-of-hospital treatment of speech impairments by a qualified speech therapist
- Out-of-hospital services of a qualified massage therapist
- Out-of-hospital services of a qualified acupuncturist
- Treatment under a cardiac rehabilitation program approved by the Heart and Stroke Foundation of Canada or the Canadian Cardiovascular Society during the first 6 months after a heart attack, coronary bypass surgery or valve replacement

#### Visioncare

- Eye examinations, including refractions, when they are performed by a licensed ophthalmologist or optometrist, and coverage is not available under your provincial government plan
- Glasses and contact lenses required to correct vision when provided by a licensed ophthalmologist, optometrist or optician
- Laser eye surgery required to correct vision when performed by a licensed ophthalmologist

# **Dentalcare**

All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and frequency limits.

The plan covers customary charges to the extent they do not exceed the dental fee guide level shown in the **Benefit Summary**. Denturist fee guides are applicable when services are provided by a denturist. Dental hygienist fee guides are applicable when services are provided by a dental hygienist practising independently.

All covered services and supplies must represent reasonable treatment. Treatment is considered reasonable if it is recognized by the Canadian Dental Association, it is proven to be effective, and it is of a form, frequency, and duration essential to the management of the person's dental health. To be considered reasonable, treatment must also be performed by a dentist or under a dentist's supervision, performed by a dental hygienist entitled by law to practise independently, or performed by a denturist.

#### **Treatment Plan**

 Before incurring any large dental treatment (i.e. In excess of \$500.00), ask your dentist to complete a treatment plan and submit it to the Plan Administrator. The Plan Administrator will calculate the benefits payable for the proposed treatment, so you will know approximately in advance the portion of the cost you will have to pay.

# **Basic Coverage**

The following expenses will be covered:

- Diagnostic services including:
  - one complete oral examination every 36 months
  - limited oral examinations once every 12 months
  - limited periodontal examinations once every 12 months
  - complete series of x-rays every 36 months

intra-oral x-rays to a maximum of 15 films every 36 months and a panoramic x-ray every 36 months. Services provided in the same 12 months as a complete series are not covered

# Preventive services including:

- polishing and topical application of fluoride each once every 12 months
- scaling, limited to a maximum combined with periodontal root planing of 6 time units every 12 months

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval

- pit and fissure sealants on bicuspids and permanent molars every 60 months
- space maintainers including appliances for the control of harmful habits
- finishing restorations
- interproximal disking
- recontouring of teeth
- Minor restorative services including:
  - caries, trauma, and pain control
  - amalgam and tooth-coloured fillings. Replacement fillings are covered only if the existing filling is at least 2 years old or the existing filling was not covered under this plan
  - retentive pins and prefabricated posts for fillings
  - prefabricated crowns for primary teeth
- Endodontics. Root canal therapy for permanent teeth will be limited to one course of treatment per tooth. Repeat treatment is covered only if the original treatment fails after the first 18 months

- Periodontal services including:
  - root planing, limited to a maximum combined with preventive scaling of 6 time units every 12 months
  - occlusal adjustment and equilibration, limited to a combined maximum of 4 time units every 12 months

A time unit is considered to be a 15-minute interval or any portion of a 15-minute interval

- Denture maintenance, after the 3-month post-insertion care period, including:
  - denture relines for dentures at least 6 months old, once every 36 months
  - denture rebases for dentures at least 2 years old, once every 36 months
  - resilient liner in relined or rebased dentures, once every 36 months
- Oral surgery
- Adjunctive services:
  - minor remedies for relief of dental pain when provided on an emergency basis
  - therapeutic injections
  - anaesthesia required in relation to covered services. The provision of general aesthetic facilities, equipment and supplies is covered only when a separate anaesthetist is required

# **Major Coverage**

 Crowns. Coverage for crowns on molars is limited to the cost of metal crowns. Coverage for complicated crowns is limited to the cost of standard crowns

- Onlays. Coverage for tooth-coloured onlays on molars is limited to the cost of metal onlays
- Replacement crowns and onlays are covered when the existing restoration is at least 5 years old and cannot be made serviceable
- Standard complete dentures, standard cast or acrylic partial dentures
  or complete overdentures or bridgework when required to replace
  one or more teeth extracted while the person is covered.
  Overdentures and bridgework are covered only when standard
  complete or partial dentures are not viable treatment options.
  Coverage for tooth-coloured retainers and pontics on molars is
  limited to the cost of metal retainers and pontics. Replacement
  appliances are covered only when:
  - the existing appliance is a covered temporary appliance
  - the existing appliance is at least 5 years old and cannot be made serviceable. If the existing appliance is less than 5 years old, a replacement will still be covered if the existing appliance becomes unserviceable while the person is covered and as a result of the placement of an initial opposing appliance or the extraction of additional teeth.

If additional teeth are extracted but the existing appliance can be made serviceable, coverage is limited to the replacement of the additional teeth

- Denture-related surgical services for remodelling and recontouring oral tissues
- Denture and bridgework maintenance following the 3-month postinsertion period including:
  - denture remakes, once every 36 months
  - denture adjustments, once every 12 months
  - denture repairs and additions, tissue conditioning and resetting of denture teeth
  - repairs to covered bridgework
  - removal and recommendation of bridgework

# **Accidental Dental Injury Coverage**

 Treatment of injury to sound natural teeth. Treatment must start within 60 days after the accident unless delayed by a medical condition

A sound tooth is any tooth that did not require restorative treatment immediately before the accident. A natural tooth is any tooth that has not been artificially replaced

#### Limitations

No benefits are paid for:

- Duplicate x-rays, custom fluoride appliances, any oral hygiene instruction and nutritional counselling
- The following endodontic services root canal therapy for primary teeth, isolation of teeth, enlargement of pulp chambers and endosseous intra coronal implants
- The following periodontal services desensitization, topical application of antimicrobial agents, subgingival periodontal irrigation, charges for post surgical treatment and periodontal re-evaluations
- The following oral surgery services implantology, surgical movement of teeth, services performed to remodel or recontour oral tissues (other than minor alveoloplasty, gingivoplasty and stomatoplasty) and alveoloplasty or gingivoplasty performed in conjunction with extractions. Services for remodelling and recontouring oral tissues will be covered under Major Coverage
- Hypnosis or acupuncture
- Veneers, recontouring existing crowns, and staining porcelain
- Crowns or onlays if the tooth could have been restored using other procedures. If crowns, onlays or inlays are provided, benefits will be based on coverage for fillings

 Overdentures or initial bridgework if provided when standard complete or partial dentures would have been a viable treatment option.

If overdentures are provided, coverage will be limited to standard complete dentures.

If initial bridgework is provided, coverage will be limited to a standard cast partial denture and restoration of abutment teeth when required for purposes other than bridgework

If additional bridgework is performed in the same arch within 60 months, coverage will be limited to the addition of teeth to a denture and restoration of abutment teeth when required for purposes other than bridgework

Benefits will be limited to standard dentures or bridgework when equilibrated and gnathological dentures, dentures with stress breaker, precision and semi-precision attachments, dentures with swing lock connectors, partial overdentures and dentures and bridgework related to implants are provided

- Orthodontic treatment
- Accidental dental injury expenses for treatment performed more than 12 months after the accident, denture repair or replacement, or any orthodontic services
- Expenses private plans are not permitted to cover by law
- Services and supplies you are entitled to without charge by law or for which a charge is made only because you have insurance coverage
- Services or supplies that do not represent reasonable treatment
- Treatment performed for cosmetic purposes only
- Congenital defects or developmental malformations in people 19 years of age or over
- Temporomandibular joint disorders, vertical dimension correction or myofacial pain
- Expenses arising from war, insurrection, or voluntary participation in a riot

# Travel Medical Emergency (Underwritten by RSA)

Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances occurring while you are temporarily traveling outside your province or territory of residence. It is important that you read and understand your plan before you travel. Please contact Coughlin & Associates for further information or access your Member Portal to review the Travel Booklet.

The insurer has contracted Global Excel Management Inc. (called "Global Excel") to provide medical assistance and claims services under this policy.

# IN THE EVENT OF AN EMERGENCY YOU MUST CALL GLOBAL EXCEL IMMEDIATELY

From Canada / USA 1-866-870-1898 Collect from anywhere +819-566-1898 The emergency telephone numbers are listed on the back of the medical assistance card provided

Global Excel must be contacted before you seek medical treatment. If your condition renders you unable to do so, then someone else must contact Global Excel immediately for you. Do not assume that someone will contact Global Excel on your behalf. It remains your responsibility to ensure that Global Excel has been contacted prior to receiving medical treatment or as soon as reasonably possible.

If you incur expenses without prior approval by Global Excel, such expenses will be covered, except where the policy expressly requires the prior approval or authorization of Global Excel, on the basis of the reasonable and customary costs that would have been payable for such expenses by the insurer in accordance with the terms and conditions of the policy. Such expenses may be higher than this amount, therefore you will be responsible for paying any difference between the amount you incur and the reasonable and customary costs reimbursed by the Insurer.

Before travelling outside of province/country if you have any doubts concerning the extent of your Group Travel Medical Emergency coverage due to recent medical treatment (i.e. cancer, pregnancy, etc.), you should contact the Administrator to follow-up with the Insurer, RSA (Global Excel) to confirm coverage.

# How to Make a Claim

#### **Time Limitations**

#### Life Insurance

Claims must be submitted within twelve (12) months of the date of loss.

#### AD&D

Notice of claim must be submitted within thirty (30) days of the accident, and proof of claim submitted within ninety (90) days of the accident. However, these time limitations may be extended up to twelve (12) months from the date of accident, if deemed not reasonably possible to provide notice or proof within the applicable period.

# Major Medical, Visioncare and Dentalcare

Claims for these benefits must be submitted within eighteen (18) months of the date incurred.

# Long Term Disability Income

A claim for the waiver of premium benefit and Long Term Disability benefits must be submitted within twelve (12) months of the date disabled.

# **Coughlin Plan Member Portal**

You can log in to the Coughlin Plan Member Portal at www.coughlin.ca and view your personal benefits and claims account. You can:

- Manage your profile, including updating your mailing address, telephone number, email address, updating your language of preference and viewing your dependant information.
- View your claims history and the status of claims, print explanation
  of benefits statements, view your benefit accumulations/maximums
  and view your booklet (where applicable).
- Download and print claim submission and administrative forms.

# Pre-Authorized Deposit (PAD)

Eligible reimbursements for extended health and dental care claims can be deposited directly into your bank account within two to five days

following their approval. In order to enrol in Coughlin & Associates Ltd.'s PAD program:

- Print the PAD form from the Coughlin Plan Member Portal or at www.coughlin.ca.
- Complete and return the form with a void cheque to Coughlin.

To be eligible for PAD, deposits must be made to an accredited Canadian financial institution. Please note that lines of credit are not accepted.

# **Drug Claims**

You can pay for your prescription drugs at any retail pharmacy in Canada directly through your drug plan using the pay-direct drug card from Express Scripts Canada (ESC) and Coughlin & Associates Ltd.

With the pay-direct drug card, your prescription drug claims will be processed on-the-spot. There are no forms to complete and no payment required unless the claim exceeds the benefit maximums of this Plan. Simply present the card to your pharmacist when you purchase prescription drugs. Your claim payment will be processed immediately.

The card can be used by you as well as your spouse and eligible dependants. The pay-direct drug card is designed to cover only prescription drug costs.

Present the pay-direct drug card to your pharmacist when you purchase prescription drugs. The prescription data will be submitted electronically to ESC and your drug claim will be assessed in seconds while you wait. When your claim is approved, the pharmacist will return the card to you.

The card can be used at any pharmacy in Canada.

If you have listed dependents, you will receive two cards; one for you and one for your spouse. Note: Only the name of the covered employee appears on the card. An additional card will be issued in the dependant's name for eligible dependants over age 21 and in full-time attendance at college or university.

#### **Extended Health Care Claims**

If you incur eligible extended health care expenses, complete the appropriate claim form and return it, along with any original receipts, to

Coughlin & Associates Ltd. In co-ordination of benefits situations where Coughlin is the secondary payer, the original explanation of benefits form of the primary insurer and copies of the relevant receipts or dental claim forms must be submitted.

Claim forms may be obtained from the Administrator or Union Office or from Coughlin's website at www.coughlin.ca.

**Note:** Original claims receipts will be retained by Coughlin. It is recommended that you photocopy receipts prior to submitting claims.

#### **Dental Claims**

Coughlin will process your dental claim using the electronic data interchange (EDI) claims processing service. With EDI, your dental claim can be sent directly from your dental office to our claims department for adjudication.

Our EDI service uses the secure data networks of Telus, the dedicated claims processing network sponsored by the Canadian Dental Association. With Telus, you can be assured that the information contained in your dental claim will be transmitted to Coughlin quickly, safely and confidentially right from your dentist's office.

To take advantage of Coughlin's EDI service, please inform your dentist that Coughlin is your plan administrator and present them with the following security codes:

- the Coughlin Telus carrier identification number (also known as the BIN number) is **610105 on the Telus network**;
- your unique member identification number or social insurance number; and
- the policy number (31228) of your group benefit plan.

The Administrator can provide you with your member identification number.

#### Pre-Authorization

For treatment where the estimated cost is \$500 or more, predetermination of costs should be obtained from the Plan Administrator.

Have your dentist/denturist complete the appropriate form or section. Mail the form to the Plan Administrator.

For a proposed treatment plan which includes crown or bridgework, please ask your dentist to send the applicable x-rays with the form.

A letter will be sent to the dentist/denturist with a copy to you, showing how much the Plan will pay.

When your dental care claim is submitted electronically, it will be processed within two to four business days.

# **Healthcare Spending Account**

# **Purpose**

To assist Union Members and their families up to their entitlement in offsetting Healthcare and Dental care expenses incurred above and beyond the coverage presently provided by this Plan. (i.e. coverage not included in Plan parameters and expenses in excess of Plan maximums). Future allocations if any will be subject to the discretion of the Trustees considering the financial stability of the Plan, etc.

#### Claims Procedures

For reimbursement through your H.S.A., submit your original receipt or Insurer claims summary statement with a claim form to the Plan Administrator, Coughlin & Associates Ltd., no different than for regular claims covered by the Group Insurance Plan. Please note that the Health and Dental claim forms allow for any remaining Health, Vision, or Dental benefit expenses not covered by the Basic Plan to automatically be applied to the extent of your Healthcare Spending Account, if any, unless you indicate otherwise on the applicable claim form. Please note that if you are submitting claims that require redirection to your spouse's plan for coordination of benefits, we will not automatically apply to your H.S.A. Subsequently, any remaining balance following coordination of benefits with your spouse's plan will need to be submitted (summary statement from your spouse's Insurer), to Coughlin in order to have the remaining portion applied to your H.S.A. For Dental claims electronically submitted directly by your Dentist (i.e. no claim form submitted), the member will need to contact Coughlin's directly if you wish to use your H.S.A. balance.

# **Eligibility**

For Union Members who are no longer in benefit (i.e. Retirees, Non-Working Members, Disabled), you may still make claims against your Healthcare Spending Account balance following your last day of coverage under the Group Insurance Plan provided you maintain your good standing as a Member either the Construction & Specialized Workers Local Union 1258 or the Operating Engineers Local Union 987.

As per Canada Income Tax Technical interpretation (9431185) regulations, the Healthcare Spending Account is subject to forfeiture every 24 months.

#### **Termination**

In the event of termination of Membership from either Local, the remaining Healthcare Spending account balance will be immediately forfeited to the Trust Fund.

#### Death

In the event of a Union Member's death, coverage will be extended to the surviving dependents as follows:

- Spouse until the balance of the Healthcare Spending Account is depleted.
- 2. Dependent Children until they no longer qualify as dependents under the Group Insurance Plan or the balance of the Healthcare Spending Account is depleted.

#### Reinstatement

Reinstatement of a Union Member's Healthcare Spending Account is not applicable as it is a requirement that a Member maintain a positive status with either Local Union.

# Marital Separation / Divorce

As per the provisions for the insured benefits, the Healthcare Spending Account will not be extended to the spouse following separation or divorce. Alternatively, eligible dependent children will continue to be eligible for participation at the discretion of the Union Member.

# List of Eligible Medical Expenditures

A link to CRA which provides a list of eligible medical expenses is available via the Plan Member Portal on the Plan Administrator's website at <a href="https://www.coughlin.ca">www.coughlin.ca</a>, or alternatively, you can contact Coughlin & Associates Ltd. directly and request a list be mailed to you.

To determine the outstanding balance in a Member's individual HSA, the Member should refer to his/her latest claims cheque record, monthly Member statement, or alternatively contact the Plan Administrator at (204) 942-4438 or Toll Free 1-888-204-1234, or alternatively via the Plan Administrator's website at <a href="www.coughlin.ca">www.coughlin.ca</a> by clicking on "Logon" and entering a temporary password detailed on your claims summary.

# Coordination of Benefits

If you or your dependents are insured for similar benefits under another Plan (i.e. Group Life and Health Program, or other arrangements covering individuals in a group), the Insurer will take this into account when determining the amount of medical and dental expenses payable under this Plan.

This process is known as Co-ordination of Benefits. It allows for reimbursement of insured medical and dental expenses from all Plans, up to a total of 100% of the actual expense incurred provided the expense is eligible under both plans.

# **Order of Benefit Payment**

A variety of circumstances will affect which Plan is considered as the "Primary Carrier" (i.e. responsible for making the initial payment toward the eligible expense), and which Plan is considered as the "Secondary Carrier" (i.e. responsible for making the payment to cover the remaining eligible expense).

- If your Spouse's Plan does not allow for Co-ordination of Benefits, it will be considered as the Primary Carrier, and will be responsible for making the initial payment toward the eligible expense.
- If your Spouse's Plan does provide for Co-ordination of Benefits, the following rules are applied to determine which Plan is the Primary Carrier.

# o For Claims incurred by you or your Spouse:

The Plan insuring you or your Spouse as an Employee/Member pays benefits before the Plan insuring you or your Spouse as a dependent.

In situations where you or your Spouse have coverage as an Employee/Member under more than one Plan, the order of benefit payment will be determined as follows:

 The Plan wherein the person is covered as an active full-time Employee, then

- The Plan wherein the person is covered as an active part-time Employee, then
- The Plan wherein the person is covered as a retiree.

# For Claims incurred by your Dependent Child:

The Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.

However, if you and your Spouse are separated or divorced, the following order applies:

- The Plan of the parent with custody of the child pays, then
- The Plan of the spouse of the parent with custody of the child (i.e. if the parent with custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay for benefits for the dependent child), then
- The Plan of the parent not having custody of the child, then
- The Plan of the spouse of the parent not having custody of the child (i.e. if the parent without custody of the child remarries or has a common-law spouse, the new spouse's Plan will pay benefits for the Dependent Child).
- A claim for accidental injury to natural teeth will be determined under Extended Health Care Plans with accidental dental coverage before it is considered under Dental Plans.
- If the order of benefit payment cannot be determined from the above, the benefits payable under each Plan will be in proportion to the amount that would have been payable if Co-ordination of Benefits did not exist.

# Submitting a Claim for Co-ordination of Benefits

To submit a claim when Co-ordination of Benefits applies, refer to the following guidelines:

 As per the Order of Benefit Payment section, determine which Plan is the Primary Carrier and which is the Secondary Carrier.

- Submit all necessary claim forms and original receipts to the Primary Carrier.
- Keep a photocopy of each receipt until your claim has been settled.
- Once your claim has been settled by the Primary Carrier, you will
  receive a statement outlining how your claim has been handled.
  Submit this statement along with all necessary claim forms and
  copies of relevant receipts and/or dental claim forms to the
  Secondary Carrier for further consideration of payment, if
  applicable.

# MANITOBA OPERATING ENGINEERS LABOURERS JOINT HEALTH & WELFARE TRUST FUND

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# CONSULTANT/ADMINISTRATOR

Coughlin & Associates Ltd.

#### PAY DIRECT DRUG CARD PROVIDER

Express Scripts Canada