

Manitoba School Boards Association
Group 1068 Account 065
Long Term Disability Plan
Interlake School Division –
Division Office Staff





Your Group Benefits Plan

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Long Term Disability Plan
Interlake School Division – Division Office Staff
Effective: March 1, 2016
Issued: March 22, 2016

For more information visit www.cooperators.ca and click on *Group >Group Benefits*

LONG TERM DISABILITY

The purpose of this benefit is to provide coverage should you become totally disabled as a result of an accidental injury or sickness, and are unable to work for wage or profit. The Long Term Disability plan replaces a percentage of lost income based on hours worked.

Eligibility for Coverage

All permanent full-time and permanent part-time employees who work an average minimum of 15 hours per week, are actively at work, and are under the age of 65 are eligible. New employees will be eligible for coverage on their first day of active work. Temporary/term employees are not eligible for coverage under this plan.

If you cease to be actively employed due to a summer lay-off you will be considered actively employed until the end of the summer lay-off period as long as premiums are paid, the policy remains in force and you have not resigned during this period.

If you cease to be actively employed due to a temporary leave of absence or layoff you may be considered as still employed, but not beyond 60 calendar days from the day you ceased to be actively at work, as long as premiums are paid and the policy remains in force.

If you cease to be actively employed due to a temporary education leave you may be considered as still employed, but not beyond 6 months from the day you ceased to be actively at work, as long as premiums are paid and the policy remains in force.

Enrolment Process

You must complete The Co-operators' application form provided by your employer, within one month of becoming eligible.

Termination of Coverage

Your insurance terminates on the earliest of: your 65th birthday less the greater of the number of sick days available to you or 120 calendar days, retirement date or your retirement on pension, termination of your service as an employee, termination of the master policy or cessation of premium payments.

Procedure for Claims

The time limit within which a long term disability benefit claim must be made is 90 days from the date your benefit would otherwise have commenced (see *Elimination Period - When will benefits begin?* section).

Claim forms are available from your employer, plan administrator or from our website www.cooperators.ca and click on Group >Group Benefits >Forms. All claim forms must be correctly completed, dated and signed. To avoid delays all claim forms must be correctly completed, dated and signed. Upon completion, all claims should be sent to:

Group Claims Department
The Co-operators
1920 College Avenue
REGINA, SK S4P 1C4

Visit www.cooperators.ca and click on *Group >Group Benefits* for claim forms, cost control tips, answers to frequently asked questions, links to health & wellness sites and much more.

Limitation of Action

Except where or when applicable legislation permits the use of a different limitation period, 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 any other applicable legislation.

Where or when applicable legislation permits the use of a different limitation period, no action or proceeding at law or in equity shall be brought against Co-operators Life for payment of benefits under the policy or for any other related damages:

- prior to the expiration of 60 days after the claim form has been filed in accordance with the requirements of the master Policy; or
- unless brought:
 - where no benefits have been paid, within one year from the expiration of the time within which the claim form is first required by the Policy or from the date on which Co-operators Life first denies the claim for benefits, whichever first occurs; or
 - where benefits have been paid under the provision of the Policy, within 1 year of the date on which Co-operators Life terminates the payment of benefits.

The time limit within which to commence an action shall expire on the date(s) as specifically provided for in this provision and in no event shall it be extended to each and every monthly payment accruing after the date(s).

Accessing your records

As required by legislation, for insured benefits, if you reside in a province where legislation requires that you have the right to obtain a copy of your enrollment form or application for insurance and any written statements or other record not otherwise part of the application that you provided to Co-operators Life as evidence of insurability.

For insured benefits, on reasonable notice, you may also request a copy of the master policy. The first copy will be provided at no cost to you but a fee will be charged for subsequent copies. All requests for copies of documents should be directed to our Group Client Service Centre.

Important note

Possession of this booklet alone does not mean that you are automatically insured. The applicable group policy must be in effect and all of the requirements of the policy must be satisfied.

As this booklet contains information that is important to you, you are encouraged to read it thoroughly and discuss any questions you have with your employer or plan administrator.

To avoid delays, always include your full name and personal identification number (i.e. certificate number), your employer name and your group policy number on any claim forms or correspondence submitted to Co-operators Life.

Your Plan Administrator

Your employer and/or plan administrator is responsible for making sure that all employees are covered for the benefits they are entitled to by submitting all required premiums, reporting all new enrolments, terminations, changes etc. and by keeping all records up to date.

As a member of this Group Benefit Program, it is up to you to provide your employer/plan administrator with the necessary information to perform such duties.

THE INFORMATION CONTAINED IN THIS BOOKLET IS FOR GUIDANCE ONLY. PLEASE KEEP THIS IMPORTANT DOCUMENT IN A SAFE PLACE FOR FUTURE REFERENCE.

The master Policy G. 1068 issued by Co-operators Life Insurance Company to MANITOBA SCHOOL BOARDS ASSOCIATION shall be the final basis for the settlement of all claims. Where there is a discrepancy or conflict between the description in this booklet and the Policy, the terms and conditions of the Policy prevail.

What am I insured for?

To qualify for benefits, your claim must provide satisfactory proof that, while insured under this plan, you became Totally Disabled (as that term is defined in the policy) and therefore unable to work.

The purpose of this benefit is to insure for wage loss should you become totally disabled as a result of a medically diagnosed sickness or injury and unable to work. Therefore, if there is no lost income, benefits are not payable.

The monthly benefit for which you are covered is based on your monthly salary and the benefit formula indicated in the following schedule:

Amount of Monthly Benefit

Each Eligible Employee	60% of your monthly salary up to a maximum benefit of \$6,000. This benefit is non-taxable.
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The amount payable is the monthly benefit amount less the reductions listed under the benefit reduction section in this booklet.

Your salary is your regular monthly earnings paid by your employer, exclusive of bonuses, overtime earnings, and commissions. (Wherever monthly salary is indicated, 1/12 of your annual insurable earnings will be applied regardless of whether you work 10 or 12 months of the year.)

What happens if my salary is understated or overstated?

To determine the amount of your benefit at the time of claim, your salary will be the lesser of the amount reported on your claim form, or the amount reported by your employer/plan administrator to Co-operators Life and for which premiums have been paid.

Benefit Reductions:

What reductions occur when determining my Monthly Indemnity Benefit payment?

All Source Maximum - Ceiling on the Monthly Benefit

The amount of your non-taxable benefit will be limited to the lesser of the amount of insurance for which you are covered or 85% of your pre-disability net monthly salary.

Your net salary is your gross salary minus involuntary deductions for federal and provincial income tax, Employment Insurance premiums (EI) and Canada/Québec Pension Plan contributions.

All Source Benefits - Direct Reductions

Your monthly benefit will be reduced directly by any Government Plan Benefits which you are receiving or entitled to receive at the time your benefits commence and/or while benefits are paid.

All Source Benefits - Indirect Reductions

Your benefit will be further reduced if the total of the following All Source Benefits and your monthly benefit exceeds 85% of your pre-disability net monthly salary. If it does, your monthly benefit will be reduced by the amount in excess of 85%.

All Source Benefits:

- employer funded salary replacement,
- other insurance plan whether group or association,
- Government Plan Benefits,
- Auto Plan Benefits,
- damages paid or payable from any legal action except those damages which Co-operators Life in its sole discretion deems to be compensation for a loss other than a loss of income,
- any compensation you receive or are eligible to receive while employed or while performing work of any sort, excluding rehabilitative earnings which are considered under the rehabilitation program, and
- any payment made to you by your employer as a result of termination of your employment including without limitation any payment made by way of settlement or judgement, and
- any CPP/QPP retirement benefits you apply for and receive after the disability date.

"Government Plan Benefits" are any benefits which, as a result of Injury or Sickness, are payable to you from any government agency and includes without limitation any benefits which you have received or are entitled to receive, excluding any dependent benefits and cost of living increases, under the Canada Pension Plan, Québec Pension Plan and/or any worker's compensation act or similar statute.

Any increase in the disability benefit under Government Plan Benefits because of an automatic adjustment in the cost of living index occurring while you are receiving Monthly Indemnity or Monthly Rehabilitative Income is not considered income for the purpose of determining the amount payable.

Failure to Apply or Accept Other Benefits

Except for retirement benefits, any benefit is considered paid when you are entitled to it, whether or not it has been awarded or received. If it has not been awarded or received, Co-operators Life will have the right to estimate the income according to the terms of any plans or legislation involved. Retirement benefits are considered payable when they are actually received.

Where you do not qualify for compensation from part or all of the All Source Benefits because of failure to apply in a timely and satisfactory manner (or appeal where so advised by Co-operators Life), Co-operators Life reserves the right to reduce your monthly benefit by the amount of All Source Benefits which you would have been eligible for or received had a proper application or appeal been made.

Elimination Period - When will benefits begin?

The elimination period refers to the time frame of total disability that must be satisfied in order to qualify to make a claim for benefits. Benefits are not payable and premiums are not waived during this period.

If you are actively at work when you become totally disabled, your Long Term Disability Benefits will commence the later of (i) expiration of sick leave, or (ii) the day following the end of your 120 day elimination period (on the 121st day of continuous disability). If you are on leave of absence, including Maternity Leave, (other than the health related portion), Parental Leave, or Adoptive Leave or temporary layoff when you become totally disabled, the elimination period will commence on the disability date and benefits will begin on the later of the end of the elimination period or the date you were scheduled to return to work (and subject to the length of leave or layoff as stated in the Eligibility for Coverage section on page 1 of this booklet). In the event you are eligible for sick leave benefits from your employer or in receipt of salary continuation benefits from any other source, benefits will commence following the end of the period during which you are in receipt of those benefits, or the day following the completion of the elimination period, whichever is later.

What if I work during the Elimination Period?

If you return to active work for 7 consecutive days or less, your elimination period will be considered to be uninterrupted, but will be extended by the number of days you worked.

If you return to active work for more than 7 days, your elimination period will be reinstated and you will be required to satisfy the complete elimination period before benefits are eligible to be paid.

Benefit Duration

You are eligible to receive benefits for a 24 month period following the elimination period if you are unable to perform the usual and customary duties of your normal occupation.

Thereafter, benefits will continue if you are unable to earn at least 66 2/3% of pre-disability earnings (indexed for inflation).

In no case shall a benefit be paid beyond:

- the attainment of your 65th birthday, or
- retirement or normal retirement date, or the date you withdraw pension funds, or
- the date you engage in any work for wage or profit, or
- the date you are no longer disabled, or fail to furnish satisfactory evidence of continuance of disability, or
- the date you refuse to submit to a medical examination by a physician chosen by Co-operators Life, or
- your date of death,

whichever first occurs.

Recurrence of Total Disability

Your total disability is considered a recurrence and is treated as a continuation of the previous period of disability if it arises from the same or related sickness or injury, and it begins before you have completed 6 consecutive months of continuous full-time active work.

Rehabilitation Program

Based on a determination made by The Co-operators, a rehabilitation program may be provided to you which could include: assessment (medical, psychological, vocational evaluation), treatment (medical, psychological, vocational intervention, including various programs of therapy), employment (work trial, modified/ full or part-time work), services (training strategies or work related activities expected to enhance your ability to return to work or secure employment) and a rehabilitation benefit.

The Co-operators will have the sole right and discretion in determining whether a rehabilitation program will be provided to you and the services provided as part of that program. If you do not participate in a rehabilitation program provided either by The Co-operators or by another party and approved by The Co-operators (i.e. any worker's compensation act or similar statute, auto plan benefits, Canada/Québec Pension Plan) or The Co-operators withdraws approval of your program, then your disability/rehabilitation benefits under the policy will cease.

While you participate in the rehabilitation program your disability benefit will continue, but will be reduced by 60% of any rehabilitative earnings (total earnings less income tax, EI, CPP/QPP). Your benefit may be further reduced so that your rehabilitative earnings plus your disability benefit do not exceed 100% of your pre-disability net income.

Any rehabilitation program will not extend beyond the end of your own occupation period (elimination period and next 24 months). Nothing in the rehabilitation program or provision will create any basis for any extension of the own occupation period unless an extension of the duration is recommended and approved in writing by Co-operators Life.

Cost of Living Adjustment (COLA)

Commencing on the September 1st following 24 months of disability benefit payments and on each September 1st thereafter, a cost of living adjustment will be applied to increase the benefit payable to you. The COLA calculation is based on 50% of the increase in the previous year's Consumer Price Index to a maximum of 3% per year.

Third Party Liability

If you become totally disabled due to an injury or disease for which a third party is or may be legally liable, benefits will be paid when you sign (and submit to The Co-operators) a reimbursement agreement.

You will be required to reimburse The Co-operators for benefits received in accordance with the terms and conditions stated in the reimbursement agreement.

You must obtain the written consent of The Co-operators before compromising or settling the action or cause of action with the third party. Failure to do so may disentitle you to any future benefits under the policy.

Limitations and Exclusions

No amount of benefit will be payable for any period of total disability:

- a) during which you are not under the continuing care of a legally licensed physician or surgeon, or
- b) resulting from or caused by:
 - intentionally self-inflicted injury while sane or insane;
 - war or hostilities of any kind;
 - a riot or civil commotion, rebellion or insurrection;
 - injury occurring while committing or attempting to commit a criminal offense;
 - any medical care which is of a cosmetic nature, or due to medical care which is not medically necessary to treat an injury or sickness. Periods of total disability due to the donation of an organ or tissue will be considered as necessary medical care, or
 - any injury or sickness for which a third party is, or may legally be liable, except as provided for in the Third Party Liability provision, or
 - use of drugs or alcohol unless you are participating in an approved supervised program, or there is also organic disease present which would cause total disability even if the use of drugs or alcohol ceased, or
- c) during which you are confined in a prison, or
- d) during which you are on maternity leave or parental leave, except as described below, or
- e) during which you are on leave of absence.

No further benefits will be payable from the date you refuse to participate in any rehabilitation program approved by The Co-operators.

Maternity, Parental and Adoptive Leave and Leave of Absence, Education Leave and Regular Lay-Off.

A scheduled maternity or parental leave is deemed to commence on the date agreed upon by you and your employer and end on the date you were scheduled to return to active work. If a child is born prior to the date upon which your maternity leave is scheduled to commence, the leave is deemed to commence on the date of birth.

During the health related portion of your maternity leave, the elimination period will begin on the date your child is born and benefits will begin after you have satisfied the elimination period.

Where you become totally disabled while on leave of absence, education leave, regular lay-off or Maternity (other than the health related portion), Parental or Adoptive Leave, provided premiums have been paid, the elimination period will begin on the date of disability and benefits will begin on the later of the end of the elimination period or the date you were scheduled to return to active work. In the event you are eligible for sick leave benefits from your employer or in receipt of salary continuation benefits from any other source, benefits will commence following the end of the period during which you are in receipt of those benefits, or the day following the completion of the elimination period, whichever is later.

Pre-existing Condition Limitation

A pre-existing condition is any injury or sickness for which you received medication, treatment or medical advice or for which there were symptoms which would have caused an ordinary person to seek diagnosis, care or treatment within the 90 days immediately prior to becoming insured under the Policy.

No monthly benefit shall be payable for any period of total disability which was caused by or resulting directly or indirectly from a pre-existing condition, unless you have not required treatment, medication or medical advice for a period of ninety (90) days while insured under the Policy or unless you have been insured under the policy for at least 12 months and have not been absent from work due to the pre-existing condition for at least 12 months. Time away from work up to 10 cumulative working days during the 12 month period will be interpreted as not being absent from work.

Termination Age

Your long term disability coverage terminates on your 65th birthday less the greater of: the number of sick days available to you or 120 calendar days (the Elimination Period).

Co-operators Life Insurance Company Privacy Statement

Co-operators Life Insurance Company is committed to protecting the privacy, confidentiality, accuracy and security of the personal information that it collects, uses, retains and discloses in the course of conducting business.

When you apply for coverage or benefits, Co-operators must gather personal information about you, your spouse or dependents.

We use this personal information for the purposes of providing group benefit plan administration services and insurance products to you.

Maintaining the security of your personal information is a top priority. Only authorized personnel have access to your information, and our systems and procedures are designed to prevent the loss, misuse, unauthorized access, disclosure, alteration, or destruction of your information. Our commitment to security is emphasized in our Code of Ethics and extends to the contracts and agreements that we sign with external suppliers and service providers.

Co-operators does not collect, use or disclose your personal information without your consent, except where authorized by law.

Co-operators may require your medical information to administer the group benefits plan. We do not share your medical information without your express consent.

You have the right to access your personal information. Send us your requests in writing and ask us to correct inaccurate information. The medical information not collected directly from you may only be released directly through your physician. For more information on how to obtain access to your file, you may write directly to:

Co-operators Life Insurance Company
Attention: Group Insurance Department - Privacy
1920 College Avenue
Regina, Saskatchewan
S4P 1C4
Email: privacy@cooperators.ca