



**RBC Insurance**

## **McMaster University**

Policy Number: 87869

### **Your Group Long Term Disability Insurance Plan**

Class 1

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Date Prepared: March 4, 2016

## CERTIFICATE OF COVERAGE

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

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

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

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

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

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

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

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

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

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

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

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# BENEFITS AT A GLANCE

## LONG TERM DISABILITY PLAN

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

### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** February 1, 2001

**POLICY NUMBER:** 87869 011

### ELIGIBLE GROUP(S):

All Permanent Full-Time Physicians earning \$160,000 or more per year in active employment

### MINIMUM HOURS REQUIREMENT:

Employees must be working at least 20 hours per week.

### WAITING PERIOD:

For employees in an eligible group on or before February 1, 2001: None

For employees entering an eligible group after February 1, 2001: None

### REHIRE:

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

### WHO PAYS FOR THE COVERAGE:

You pay the cost of your coverage.

### ELIMINATION PERIOD:

The later of:

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

Benefits begin the day after the elimination period is completed.

### MONTHLY BENEFIT:

The least of Items 1, 2 or 3 below:

1. 85% of pretax monthly earnings, less the sum of \$6,000 and 100% of direct deductible sources of income;
2. if the monthly benefit is taxable, 85% of pretax monthly earnings, less 100% of direct and indirect deductible sources of income; or  
if the monthly benefit is nontaxable, 85% of post-tax monthly earnings, less 100% of direct and indirect deductible sources of income;
3. \$11,000, the maximum monthly benefit.

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

**NO EVIDENCE LIMIT:**

If your monthly benefit is in excess of \$10,000, you must submit an evidence of insurability form. You will be covered for your monthly benefit in excess of \$10,000 on the later of:

- the date RBC Insurance approves your evidence of insurability form; or
- the date your monthly benefit in excess of \$10,000 is effective.

**MAXIMUM PERIOD OF PAYMENT:**

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

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

**OTHER FEATURES:**

- Best Doctors (r)
- Continuity of Coverage
- Conversion
- Cost of Living Adjustment
- Health Care Profession Benefit
- Pre-Existing: 3/12
- Spouse Disability Benefit
- Survivor Benefit
- Work Life Assistance Program

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

## **CLAIM INFORMATION**

### **LONG TERM DISABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

RBC Insurance will make payments to you.

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

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

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

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

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

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

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

## GENERAL PROVISIONS

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

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

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

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

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

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

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

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

- the date you are eligible for coverage; or
- the date RBC Insurance approves your application, if **evidence of insurability** is required.

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

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

Evidence of insurability is required if you:

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

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

Evidence of insurability is also required for the portion of your **monthly benefit** in excess of \$10,000.

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

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



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

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

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

If you are on a sabbatical **leave of absence**, and if premium is paid, you will be covered for up to 12 months following the date your sabbatical leave of absence begins.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## LONG TERM DISABILITY

### BENEFIT INFORMATION

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

You are disabled when RBC Insurance determines that:

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

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

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

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

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

Your elimination period is the later of:

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

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

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

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

We will follow this process to figure your payment:

1. Multiply your pretax monthly earnings by 85% and subtract \$6,000.
2. The maximum **monthly benefit** is \$11,000.
3. Compare the answer from Item 1 with the maximum monthly benefit. The lesser amount is your **gross disability payment**.
4. Subtract 100% of direct **deductible sources of income** from the answer from Item 1.
5. Multiply the following by 85%:

- your pretax monthly earnings, if your monthly benefit is taxable; or
  - your post-tax monthly earnings, if your monthly benefit is nontaxable.
6. Subtract 100% of direct and indirect deductible sources of income from the answer from Item 5.

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

***WHAT PORTION OF YOUR MONTHLY BENEFIT REQUIRES EVIDENCE OF INSURABILITY?***

If your monthly benefit is in excess of \$10,000, you must submit an **evidence of insurability** form. You will be covered for your monthly benefit in excess of \$10,000 on the later of:

- the date RBC Insurance approves your evidence of insurability form; or
- the date your monthly benefit in excess of \$10,000 is effective.

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

"Monthly earnings" or "Pre-tax monthly earnings" means your monthly income, before deductions for federal and provincial taxes, from your Employer in effect just prior to your date of disability based on your monthly equivalent earnings as reported by your Employer January 1 and July 1 of each year as calculated at December 15 and June 15 each year. Any change in your earnings taking place between December 15 and June 15 each year will only be reflected on the following December 15 or June 15 calculation date. Monthly earnings consist of:

1. Your McMaster base salary including any McMaster paid stipends to you, and
2. Your monthly ceiling (or draw on professional earnings) paid by the Regional Medical Associates ("RMA") as defined by your most recent Annual Personnel Agreement ("APA"). For departments without Annual Personnel Agreements, your monthly ceiling (or draw) will be defined by your most recent "Green" payroll from on file with your Employer.

Monthly earnings will not include:

1. Ceiling increments, and
2. Academic or other merit payments, and
3. Income received from the commissions, bonuses (including practice plan payout over and above what traditionally was referred to as "ceiling"), overtime pay, any other extra compensation, or income received from sources other than your Employer.

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

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

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

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

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

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

During the first 12 months of payments, while working, your monthly payment will not be reduced as long as Item 1 does not exceed Item 2, where Item 1 and Item 2 are calculated as follows:

If the monthly payment is taxable:

1. The sum of your pretax monthly disability earnings, plus the monthly payment, plus direct and indirect deductible sources of income you are eligible to receive.
2. Your indexed monthly earnings.

If the monthly payment is nontaxable:

1. The sum of your post-tax monthly disability earnings, plus the monthly payment, plus direct and indirect deductible sources of income you are eligible to receive.
2. Your indexed post-tax monthly earnings.

If Item 1 is less than or equal to Item 2, RBC Insurance will not further reduce your monthly payment.

If Item 1 is more than Item 2, RBC Insurance will subtract the excess of Item 1 over Item 2 from your monthly payment.

After 12 months of payments, while working, you will receive payments based on the percentage of income you are losing due to your disability.

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

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

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

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

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

## ***WILL YOUR PAYMENT BE ADJUSTED BY A COST OF LIVING INCREASE?***

RBC Insurance will make a cost of living adjustment (COLA) after you have received 1 full year of payments.

Beginning on the first anniversary of payments and each following anniversary while you continue to receive payments for your disability, your payment will increase by the lesser of:

- 3%; or
- the percentage increase in the Consumer Price Index (CPI) for the **Index Period**.

Each month RBC Insurance will add the cost of living adjustment to your monthly payment. When RBC Insurance adds the adjustment to your payment, the increase may cause your payment to exceed the maximum monthly benefit.

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

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

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

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

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

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

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

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

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

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

1. The amount that you receive or are entitled to receive as disability income payments under any:
  - compulsory benefit act or legislation.
  - automobile liability insurance policy, where permitted by legislation.
  - other group insurance plan, including franchise.
  - governmental retirement system as a result of your job with your Employer.
2. The amount that you receive under an individual insurance policy, providing for disability benefits, that was issued to you by a RBC Insurance affiliate pursuant to an offer made through the Policyholder or as a result of your employment.
3. The amount that you:
  - receive as disability payments under your Employer's **retirement plan**.
  - receive as retirement payments under your Employer's retirement plan.

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

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

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

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

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

Your gross disability payment as determined above, will be further reduced by the amount by which the sum of your gross disability payment plus all the amounts listed above plus any disability benefits payable to you under a group insurance plan sponsored by a professional association



- a) exceeds 100% of your pretax monthly earnings, if your benefit is taxable; or
- b) exceeds 100% of your post-tax monthly earnings, if your benefit is nontaxable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- when you are able to work in your regular occupation on a **part-time basis** but you choose not to;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan;
- the date you fail to submit proof of continuing disability;
- the date your disability earnings exceed the amount allowable under the plan;
- the date you die.

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

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries.
- active participation in a riot.
- loss of a professional license, occupational license or certification.
- attempt to commit or commission of a crime under provincial or federal law.
- commission of a crime for which you have been convicted under provincial or federal law.
- pre-existing condition.

Your plan will not cover a disability due to war, declared or undeclared, or any act of war.

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

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

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; or you had symptoms for which an ordinarily prudent

- person would have consulted a health care provider in the 3 months just prior to your effective date of coverage; and
- the disability begins in the first 12 months after your effective date of coverage.

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

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

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

Your recurrent disability will be subject to the same terms of this plan as your prior claim.

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

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

## **LONG TERM DISABILITY OTHER BENEFIT FEATURES**

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

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

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

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

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

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

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

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

Your coverage is subject to payment of premium.

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

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

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

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

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

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

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

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

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

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

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

### ***WHAT INSURANCE IS AVAILABLE IF YOU END EMPLOYMENT? (Conversion)***

If you end employment with your Employer, your coverage under the plan will end. You may be eligible to purchase insurance under RBC Insurance's group long term disability conversion policy. You are eligible to purchase such coverage if this provision (or an equivalent provision) was part of your group long term disability coverage with your Employer (including under any policy which this policy replaced) for a continuous period of at least six (6) months to and including the date your employment with your Employer ended.

You must apply for insurance under the conversion policy and pay the first quarterly premium within 31 days after the date your employment ends.

RBC Insurance will determine the coverage you will have under the conversion policy. The conversion policy may not be the same coverage we offered you under your Employer's group plan.

You are not eligible to apply for coverage under RBC Insurance's group conversion policy if:

- you are or become insured under another group long term disability plan within 31 days after your employment ends;
- you are disabled under the terms of the plan;
- you recover from a disability and do not return to work for your Employer;
- you are on a leave of absence; or
- your coverage under the plan ends for any of the following reasons:
  - the plan is cancelled;
  - the plan is changed to exclude the group of employees to which you belong;
  - you are no longer in an eligible group;
  - you end your working career or retire\*; or
  - you fail to pay the required premium under this plan.

**\*NOTE:** You are eligible to apply for coverage under RBC Insurance's group conversion policy if you retire but continue to generate an income from self-employment.

## HEALTH CARE PROFESSION BENEFIT

All of the definitions, terms, conditions and provisions contained in the policy to which this benefit is added (hereinafter "this policy"), will apply to the coverage provided by this benefit unless otherwise specified or modified in this benefit.

If you have coverage under this benefit, this benefit expands the definition of "Sickness" contained in this policy to mean:

**SICKNESS**, in addition to the meaning provided in this policy, will also mean:

You are HIV Impaired and/or Hepatitis Impaired and due to such impairment:

- a. you are restricted or prohibited from performing the material and substantial duties of your regular occupation by law or by a written policy of general application of a medical regulatory body or a medical licensing body; or
- b. your patients have refused treatment from you due to you having disclosed your infection or infection status to them as required by law or by a written policy of general application of a medical regulatory body or a medical licensing body.

**NOTE:** The loss of, or limitations and/or restrictions being placed on a professional or occupational license or certification, due to HIV Impairment or Hepatitis Impairment, does not, in itself, constitute disability.

**Hepatitis Impairment** or **Hepatitis Impaired** means that you first test positive for infection with the Hepatitis B virus or Hepatitis C virus after your effective date of coverage for this benefit, and you continue to be infected with the Hepatitis B virus or Hepatitis C virus, RBC Insurance may periodically require proof acceptable to us of your Hepatitis Impairment.

**HIV Impairment** or **HIV Impaired** means that you first test positive for infection with the Human Immunodeficiency Virus (HIV) after your effective date of coverage for this benefit, and you continue to be infected with the Human Immunodeficiency Virus (HIV). RBC Insurance may periodically require proof acceptable to us of your HIV Impairment.

**Law** means any statute or regulation of the federal, a provincial or territorial government of Canada pertaining to the provision of health care services in Canada.

**Medical Licensing Body** means a Canadian organization or association with the authority to issue a license or certificate permitting you to practice your regular occupation in the province or territory in which you conduct your practice.

**Medical Regulatory Body** means a Canadian organization or association which regulates the professional conduct of its membership and for which membership is a prerequisite to obtaining a license or certificate permitting you to practice the duties of your regular occupation.

## **WHO IS ELIGIBLE FOR THIS BENEFIT?**

To be eligible for this benefit, you must be:

1. insured under this policy;
2. insured under an individual insurance policy issued by us or one of our predecessor companies, pursuant to an offer made through the Policyholder or as a result of your employment, providing for disability benefits and which contains a Health Care Profession benefit rider providing similar coverage to this benefit; and
3. a Health Care Professional as defined below;

**Health Care Professional** means medical doctors, dentists, dental surgeons, chiropodists, podiatrists, professional lab technicians, dental hygienists, dental assistants, denture therapists, denturists, denturologists, acupuncturists (MD and non-MD), nurses (RNs, RNAs, LPNs, including nursing directors, instructors and nurse practitioners), respiratory therapists, respirologists, massage therapists doing acupuncture, physiotherapists doing acupuncture and paramedics.

## **WHEN WILL YOUR COVERAGE FOR THIS BENEFIT BECOME EFFECTIVE?**

You will become insured for Health Care Profession Benefit coverage on the later of:

- the effective date of this Benefit; or
- your effective date under this policy.

## **ARE YOU REQUIRED TO BE RECEIVING REGULAR CARE?**

If you are disabled due to HIV Impairment and/or Hepatitis Impairment, you are not required to provide proof of regular care, but you are required to periodically provide ongoing proof of your HIV Impairment or Hepatitis Impairment.

## **WHEN WILL HEALTH CARE PROFESSION BENEFIT PAYMENTS END?**

Benefit payments for disability due to HIV or Hepatitis Impairment will end on the earliest of the following dates:

- the date you cease to be HIV Impaired or Hepatitis Impaired;
- the date you are no longer restricted or prohibited from performing the material and substantial duties of your occupation or are no longer required to disclose your impairment to patients;
- the date you are able to work in your regular occupation on a **part-time basis** but you choose not to;
- the end of the maximum period of payment;
- the date you fail to present proof of continuing HIV or Hepatitis Impairment;
- the date your disability earnings exceed the amount allowable under the plan;
- the date you die; or
- the date you are disabled due to injury or a sickness (as defined in the policy) other than HIV Impairment or Hepatitis Impairment.

**WHEN WILL YOUR HEALTH CARE PROFESSION BENEFIT COVERAGE END?**

Your Coverage will end on the earliest of the following dates:

- the date you cease to be eligible for this benefit;
- the date this benefit is removed from the policy;
- the date the policy terminates.



## **SPOUSE DISABILITY BENEFIT**

Only the policy's definitions and sections titled "How Can Statements Made in Your Application For This Coverage Be Used" and "Long Term Disability Claim Information" will apply unless modified below.

### ***WHO IS ELIGIBLE FOR THIS BENEFIT?***

Your **spouse** is eligible for this benefit.

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

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

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

### ***WHO PAYS FOR THIS BENEFIT?***

The cost for this benefit is paid by you.

### ***WHEN WILL THIS BENEFIT BECOME EFFECTIVE?***

Your spouse will become insured on the later of:

- the date your spouse becomes eligible for this benefit; or
- your effective date of insurance under the policy.

### ***WHEN WILL COVERAGE END?***

Coverage will end on the earliest of the following dates:

- the date your insurance under the policy terminates;
- the date your spouse is no longer eligible for this benefit;
- the date the policy terminates; or
- the date this benefit terminates.

Termination of this coverage under any conditions will not prejudice any payable claim which occurs while the coverage is in force.

There is no conversion privilege for this benefit.

### ***MONTHLY BENEFIT PAYMENT:***

The monthly benefit payment is \$1,000 per month.

### **ELIMINATION PERIOD:**

The elimination period is 60 days during which no benefit is payable. The elimination period begins on the first day that your spouse meets the benefit eligibility requirements.

### **LIFETIME MAXIMUM PERIOD OF PAYMENT:**

2 years

### **WHEN WILL BENEFIT PAYMENTS BEGIN?**

Benefits will become payable to you when we receive proof that the benefit eligibility requirements have been met throughout the elimination period. Benefit payments will not be made for any period during which your spouse is outside of Canada or its territories for longer than 30 days.

### **WHAT ARE THE BENEFIT ELIGIBILITY REQUIREMENTS FOR THIS BENEFIT?**

In order to meet the benefit eligibility requirements for this benefit, your spouse must be **disabled** and under the regular care of a physician. Your spouse will be considered unable to perform an activity of daily living if the task cannot be performed safely without another person's standby assistance or verbal cueing.

**DISABLED** or **DISABILITY** means your spouse is **cognitively impaired** or unable to perform 2 or more **activities of daily living**.

**COGNITIVELY IMPAIRED** means that your spouse has suffered a deterioration or loss in intellectual capacity which requires another person's assistance or verbal cueing for his or her own protection or for the protection of others, as measured by clinical evidence and standardized tests which reliably measure his or her impairment in the following areas:

1. short or long term memory;
2. orientation as to person (such as who he or she is), place (such as his or her location), and time (such as day, date and year);
3. deductive or abstract reasoning.

**ACTIVITIES OF DAILY LIVING** mean:

1. Bathing - the ability to wash oneself either in the tub or shower or by sponge bath with or without equipment or adaptive devices.
2. Dressing - the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.
3. Toileting - the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing.
4. Transferring - the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
5. Continence - the ability to either:
  - a. voluntarily control bowel and bladder function; or
  - b. if incontinent, be able to maintain a reasonable level of personal hygiene.
6. Eating - the ability to get nourishment into the body.

## **WHAT DISABILITIES ARE NOT COVERED FOR THIS BENEFIT?**

This benefit is not payable for any disability caused by, contributed to by, or resulting from:

- intentionally self-inflicted injuries;
- active participation in a riot;
- an attempt to commit or commission of a crime under federal or provincial law;
- commission of a crime for which your spouse has been convicted under federal or provincial law;
- war, declared or undeclared, or any act of war.

This benefit is also not payable for any disability caused by, contributed to by, or resulting from a **pre-existing condition** which begins in the first 6 months after your spouse's effective date.

You will not receive this benefit for a loss resulting from one of the following conditions, if the loss exists on the effective date of your spouse's coverage:

- a loss of the ability to safely and completely perform any activities of daily living without another person's assistance or verbal cueing; and/or
- a deterioration or loss in intellectual capacity and need for another person's assistance or verbal cueing for your spouse's protection or for the protection of others.

**PRE-EXISTING CONDITION** is a sickness or injury for which your spouse received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 6 months just prior to his or her effective date of coverage; or your spouse had symptoms for which an ordinarily prudent person would have consulted a health care provider in the 6 months just prior to his or her effective date of coverage.

## **WHEN WILL BENEFIT PAYMENTS END?**

Payments will end on the earliest of the following dates:

1. the date your spouse no longer meets the benefit eligibility requirements;
2. the end of the maximum period of payment;
3. the date your spouse dies.

## **WHEN DO WE NEED TO BE NOTIFIED OF A CLAIM?**

Written notice of claim should be sent to us within 30 days after the date disability begins. However, written proof of claim must be given to us no later than 90 days after the date your spouse's disability begins. If it isn't possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

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

The proof, provided at your expense, must show:

1. that your spouse is under the regular care of a physician;
2. the date your spouse's disability began;

3. the cause of your spouse's disability;
4. the extent of your spouse's disability;
5. the name and address of any hospital or institution where your spouse received treatment, including all attending physicians.

As part of proof of claim, we may request that your spouse be examined, at our expense, by a physician or other medical practitioner of our choice. We may also require a claims assessment which is a review to help evaluate the claim. This assessment may include an interview with your spouse at a location selected by RBC Insurance or our designated representative.

Proof of continued disability and regular care of a physician must be given to us within 30 days of the request for the proof.

## OTHER SERVICES

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

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

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

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

This service is also available to your Employer.

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

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

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

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

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

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

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

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

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

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

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

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

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

### ***HOW CAN RBC INSURANCE'S REHABILITATION SERVICE HELP YOU RETURN TO WORK?***

RBC Insurance has a vocational rehabilitation program available to assist you to return to work. This program is offered as a service, and is voluntary on your part and on RBC Insurance's part.

In addition to referrals made to the rehabilitation program by our claims paying personnel, you may request to have your claim file reviewed by one of RBC Insurance's rehabilitation professionals. As your file is reviewed, medical and vocational information will be analyzed to determine if rehabilitation services might help you return to gainful employment.

Once the initial review is completed, RBC Insurance may elect to offer you a return-to-work program. The return-to-work program may include, but is not limited to, the following services:

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

## GLOSSARY

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

Your work site must be:

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

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

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

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

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

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

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

**EMPLOYEE** means a citizen or permanent resident of the United States or Canada who is in active employment in Canada with the Employer unless an exception is applied for and approved in writing by RBC Insurance.

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

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

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

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

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

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

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

**INDEX PERIOD** means the most recent 12 month period for which CPI figures were available to RBC Insurance on the relevant anniversary.

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

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

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

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

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

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

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

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

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

**MAXIMUM CAPACITY** means, based on your restrictions and limitations, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.

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

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



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

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

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

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

**PHYSICIAN** means:

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

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

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

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

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

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

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

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

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

**REGULAR CARE** means:

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

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

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

**SABBATICAL** means a temporary leave of absence from active employment for a period of time (for furthering education or conducting research) that has been agreed to in advance in writing by your Employer.

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

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

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

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

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

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

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

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

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

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

# Collection and use of personal information

## Collecting your personal information

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

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

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

## Using your personal information

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

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

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

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

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

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

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

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

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

## **Our privacy policies**

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

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