

# Nova Scotia College of Art & Design

**Plan Document Number:** G0080847

**Group Policy Number:** G0050232

**Plan - All Employees**

**Employee Name:** \_\_\_\_\_

**Certificate Number:** \_\_\_\_\_

## Welcome to Your Group Benefit Program

**Plan Document Effective Date:** September 1, 2010

**Group Policy Effective Date:** September 1, 2010

This Benefit Booklet has been specifically designed with your needs in mind, providing easy access to the information you need about the benefits to which you are entitled.

Group Benefits are important, not only for the financial assistance they provide, but for the security they provide for you and your family, especially in case of unforeseen needs.

Your employer can answer any questions you may have about your benefits, or how to submit a claim.

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This Benefit Summary provides information about the specific benefits supplied by Manulife Financial that are part of your Group Plan.

**This version of the Benefit Summary redrafted:** July 15, 2013

### Employee Life Insurance

**The Employee Life Insurance Benefit is insured under Manulife Financial's Policy G0050232.**

**Benefit Amount** - 2.5 times your annual earnings, to a maximum of \$300,000

**Termination Age** - your benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier

### Employee Optional Life Insurance

**The Employee Optional Life Insurance Benefit is insured under Manulife Financial's Policy G0050232.**

**Benefit Amount** – increments of \$10,000, to a maximum of \$300,000

**Termination Age** - age 70 or retirement, whichever is earlier

### Dependent Life Insurance

**The Dependent Life Insurance Benefit is insured under Manulife Financial's Policy G0050232.**

**Benefit Amount** - \$5,000 spouse; \$2,500 each dependent child

**Termination Age** - employee's age 70 or retirement, whichever is earlier

### Spousal Optional Life Insurance

**The Spousal Optional Life Insurance Benefit is insured under Manulife Financial's Policy G0050232.**

**Benefit Amount** - increments of \$10,000, to a maximum of \$300,000

**Termination Age** - employee's or spouse's age 70 or retirement, whichever is earlier.

## **Benefit Summary**

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### **Weekly Income (Short Term Disability)**

#### **Benefit Amount**

*NSGEU Maintenance, NSGEU Non-Maintenance, FUNSCAD Unit I and FUNSCAD Unit II employees:*

With less than 5 years of service - 85% of your weekly earnings  
With 5 or more years of service - 100% of your weekly earnings

*Excluded employees:*

With less than 5 years of service - 95% of your weekly earnings  
With 5 or more years of service - 100% of your weekly earnings

**Qualifying Period** - 10 working days, if the disability is due to an accident; 10 working days, if the disability is due to a sickness

**Maximum Benefit Period** - 17 weeks of disability

**Termination Age** - age 65 or retirement, whichever is earlier

### **Long Term Disability**

**The Long Term Disability Benefit is insured under Manulife Financial's Policy G0050232.**

#### **Benefit Amount:**

*Employees contributing to the Pension Plan* - 60% of monthly earnings, plus a contribution of 6% to the employer-sponsored pension plan, to a maximum of \$8,000 per month

*Employees not contributing to the Pension Plan* - 60% of monthly earnings, to a maximum of \$8,000

**Qualifying Period** - 119 consecutive days prior to age 65

**Maximum Benefit Period** - to age 65. However, should you complete the qualifying period after your 64<sup>th</sup> birthday but prior to your 65<sup>th</sup> birthday, the monthly income payments will continue beyond age 65 as long as you are totally disabled, subject to a maximum of 12 monthly payments.

**Termination Age** - age 65 less the Qualifying Period or retirement, whichever is earlier

### *Designed with Your Needs in Mind*

The Benefit Booklet provides the information you need about your Group Benefits and has been specifically designed with YOUR needs in mind. It includes:

- a detailed Table of Contents, allowing quick access to the information you are searching for,
- Explanation of Commonly Used Terms, which provides a brief explanation of the terms used throughout this Benefit Booklet,
- a clear, concise explanation of your Group Benefits,
- information you need, and simple instructions, on how to submit a claim.

### *Important Note*

The purpose of this booklet is to outline the benefits for which you are eligible as an employee of Nova Scotia College of Art & Design. The information in this booklet is a summary of the provisions of the Group Policy for the Employee Life Insurance, Employee Optional Life Insurance, Dependent Life Insurance, Spousal Optional Life Insurance, and Long Term Disability Benefits, and the Plan Document for the Weekly Income/Short Term Disability. In the event of a discrepancy between this booklet and the Policy or Plan Document (both available from your employer), the terms of the Policy or Plan Document will apply.

The booklet in either its paper or electronic form is provided for information purposes only and does not create or confer any contractual rights or obligations.

Possession of this booklet alone does not mean that you or your dependents are covered. The Group Policy and Plan Document must be in effect and you must satisfy all the requirements of the Plan.

You or any of your covered dependents have the right to request a copy of any or all of the following items:

- the Group Policy and/ or Plan Document,
- your application for group benefits, and
- any Evidence of Insurability you submitted as part of your application for benefits.

Manulife Financial reserves the right to charge you for such documentation after your first request.

**We suggest you read this Benefit Booklet carefully, then file it in a safe place with your other important documents.**

## **Explanation of Commonly Used Terms**

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*The following is an explanation of the terms used in this Benefit Booklet.*

### ***Birth***

the complete live delivery of a child from its mother.

### ***Dependent***

your Spouse or Child who is insured under the Provincial Plan and is resident in Canada.

#### **- Spouse**

your legal spouse, or a person continuously living with you in a common law relationship for at least 12 months.

#### **- Child**

- your natural or adopted child, or stepchild, who is:
  - unmarried
  - under age 21, or under age 26 if a full-time student
  - not employed on a regular and full-time basis, and
  - not eligible for coverage as an employee under this or any other Group Benefit Program
- a student whose normal residence is in Canada will also be considered a dependent when attending school outside of Canada.
- a child who is incapacitated on the date he or she reaches the age when coverage would normally terminate will continue to be an eligible dependent. However, the child must have been covered under this Benefit Program immediately prior to that date.

A child is considered incapacitated if he or she is incapable of engaging in any substantially gainful activity and is dependent on the employee for support, maintenance and care, due to a mental or physical handicap.

Your employer may require written proof of the child's condition as often as may reasonably be necessary.

- a stepchild must be living with you to be eligible
- a newborn child shall become eligible once they are 24 hours old

### ***Drug***

a medication that has been approved for use by the Federal Government of Canada and has a Drug Identification Number.

## **Explanation of Commonly Used Terms**

### ***Earnings***

*For All Benefits Other Than Weekly Income (Short Term Disability);*

your rate of pay from your employer (prior to deductions), excluding bonuses, overtime pay, commissions, incentives pay and automobile allowances.

*For Weekly Income (Short Term Disability)*

your rate of pay from your employer (prior to deductions), including bonuses, overtime pay and commissions.

If you are paid on a commission basis, Earnings means your rate of pay, including commissions as shown on your T4-T4A for the previous calendar year. If you have less than one year of service with your Employer, Earnings will include an average of the total commissions paid over the period of actual employment with your Employer.

*For All Benefits;*

For the purposes of determining the amount of your benefit at the time of claim, your earnings will be the lesser of:

- the amount reported on your claim form, or
- the amount reported by your employer to Manulife Financial and for which premiums have been paid.

### ***Medically Necessary***

broadly accepted and recognized by the Canadian medical profession as effective, appropriate and essential in the treatment of a sickness or injury, in accordance with Canadian medical standards.

### ***Non-Evidence Limit***

you must submit satisfactory medical evidence to Manulife Financial for Benefit Amounts greater than this amount.

### ***Provincial Plan***

any plan which provides hospital, medical, or dental benefits established by the government in the province where the covered person lives.

### ***Qualifying Period***

a period of continuous total disability, starting with the first day of total disability, which you must complete in order to qualify for disability benefits.

### ***Take Home Pay (Net Earnings)***

your earnings, less deductions normally made for federal and provincial income tax.

### ***Waiting Period***

the period of continuous employment with your employer which you must complete before you are eligible for Group Benefits.

## Why Group Benefits?

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Government health plans can provide coverage for such basic medical expenses as hospital charges and doctors' fees. In case of disability, government plans (such as Employment Insurance, Canada/Quebec Pension Plan, Workers' Compensation Act, etc.) may provide some financial assistance.

But government plans provide only basic coverage. Medical expenses or a disability can create financial hardship for you and your family.

Private health care and disability programs supplement government plans and can provide benefits not available through any government plan, providing security for you and your family when you need it most.

### ***Your Employer's Representative***

Your employer is responsible for ensuring that all employees are covered for the Benefits to which they are entitled by reporting all new enrolments, terminations, changes, etc., and keeping all records up to date.

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

Your Employer's Representative is _____
Phone Number: _____

*Please record the name of your representative and the contact number in the space provided.*

### ***Applying for Group Benefits***

To apply for Group Benefits, you must submit a completed [Enrolment or Re-enrolment Application form](#), available from your employer. Your employer then forwards the application to Manulife Financial.

### ***Making Changes***

To ensure that coverage is kept up to date for yourself and your dependents, it is vital that you report any changes to your employer. Such changes could include:

- change in Dependent Coverage
- change in Beneficiary
- applying for coverage previously waived
- change in Name



### ***How to Submit a Claim***

All claim forms, available from your employer, must be correctly completed, dated and signed. Remember, always provide your Group Policy Number, Plan Document Number and your Certificate number (found on your Group Benefit Card) to avoid any unnecessary delays in the processing of your claim.

Your employer can assist you in properly completing the forms, and answer any questions you may have about the claims process and your Group Benefit Program.

## **Who Qualifies for Coverage?**

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### ***Eligibility***

You are eligible for Group Benefits if you:

- are a full-time or part-time employee; or an employee on sabbatical, of Nova Scotia College of Art & Design and work at least the Required Number of Hours,
- are a member of an eligible class,
- are younger than the Termination Age,
- are resident in Canada, and
- have completed the Waiting Period.

The Termination Age and Waiting Period may vary from benefit to benefit. For this information, please refer to each benefit in the section entitled Your Group Benefits.

Your dependents are eligible for coverage on the date you become eligible or the date you first acquire a dependent, whichever is later. You must apply for coverage for yourself in order for your dependents to be eligible.

### ***Required Number of Hours***

Full-time employee - normal work schedule of at least 35 hours per week, and working a minimum of 9 months per year

Part-time employee - normal work schedule of at least 25 hours per week, and working a minimum of 9 consecutive months per year

Pro rated faculty employee – normal work schedule of at least 50% of the full time equivalent (17.5 hours per week)

### ***Medical Evidence***

Medical evidence is required when you apply for insurance in excess of the Non-Evidence Limit.

### ***Late Application***

An application is considered late when you:

- apply for coverage on any person after having been eligible for more than 31 days; or
- re-apply for coverage on any person whose coverage had earlier been cancelled.

### ***Effective Date of Coverage***

- If medical evidence is not required, your Group Benefits will be effective on the date you are eligible.
- If medical evidence is required, your Group Benefits will be effective on the date you become eligible or the date the evidence is approved by Manulife Financial, whichever is later.

You must be actively at work for plan benefit coverage to become effective. If you are not actively at work on the date your coverage would normally become effective, your coverage will take effect on the next day on which you are again actively at work.

## **Who Qualifies for Coverage?**

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Your dependent's coverage becomes effective on the date the dependent becomes eligible, or the date any required medical evidence on the dependent is approved by Manulife Financial, whichever is later.

Your dependent's coverage will not be effective prior to the date your coverage becomes effective. This does not apply to Spousal Optional Life Insurance which may still become effective if you are declined for Employee Optional Life.

### ***Termination of Coverage***

Your Group Benefit coverage will terminate on the earliest of:

- the date you cease to be an eligible employee
- the date you cease to be actively at work, unless the Group Policy or the Plan Document allows for your coverage to be extended beyond this date
- the date your employer terminates coverage
- the date you enter the armed forces of any country on a full-time basis
- the date the Group Policy or Plan Document terminates or coverage on the class to which you belong terminates
- the date you reach the Termination Age
- the date of your death

Your dependents' coverage terminates on the date your coverage terminates, the date the dependent commences active duty in the armed forces of any country, state or international organization or the date the dependent ceases to be an eligible dependent, whichever is earlier.

## Your Group Benefits

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### Employee Life Insurance

The Employee Life Insurance Benefit is insured under Manulife Financial's Policy G0050232.

If you die while insured, this benefit provides financial assistance to your beneficiary. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

#### ***The Benefit***

**Benefit Amount** - 2.5 times your annual earnings, to a maximum of \$300,000

**Non-Evidence Limit** - \$300,000

**Qualifying Period for Waiver of Premium** - 119 consecutive days prior to age 65

**Termination Age** - your benefit amount reduces by 50% at age 65 and terminates at age 70 or retirement, whichever is earlier

#### **Waiting Period**

*NSGEU Maintenance, NSGEU Non-Maintenance, FUNSCAD Unit I and Excluded employees* - 1 month  
*FUNSCAD Unit II employees* – 6 months

#### **Submitting a Claim**

To submit an Employee Life Insurance claim, your beneficiary must complete the [Life Claim form](#) which is available from your Plan Administrator. Documents necessary to submit with the form are listed on the form.

A completed claim form must be submitted within 15 months from the date of the loss. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

To submit a claim for the Waiver of Premium benefit you must complete a Waiver of Premium claim form which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

In order qualify for Waiver of Premiums under this benefit, you must notify Manulife Financial within 12 months of your last active day at work and proof of disability must be submitted within 18 months of the date you became totally disabled.

#### **Waiver of Premium**

If you become Totally Disabled while insured and prior to age 65 and meet the Entitlement Criteria outlined below, your Life Insurance will continue without payment of premium.

#### **Definition of Totally Disabled**

*NSGEU Maintenance employees*

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience.

### *NSGEU Non-Maintenance, FUNSCAD Unit I, FUNSCAD Unit II and Excluded employees*

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 24 months immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 24 months specified above

### *All employees*

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

However, if the Employee is receiving benefit payments under the Long Term Disability benefit, he will be deemed to be Totally Disabled with respect to the Waiver of Premium benefit.

### **Entitlement Criteria**

To be entitled to Waiver of Premium, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 2 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled
- for NSGEU Maintenance employees, Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience
- for NSGEU Non-Maintenance, FUNSCAD Unit I, FUNSCAD Unit II and Excluded employees, Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
  - your own occupation, during the Qualifying Period and the following 24 months, and
  - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 24 months specified above
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.

However, if you are receiving benefit payments under the Long Term Disability benefit, you shall be deemed to be totally disabled with respect to the Waiver of Premium benefit.

## **Your Group Benefits**

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### ***Termination of Waiver of Premium***

Your Waiver of Premium will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit
- for NSGEU Maintenance employees, for Dependent Life Insurance and Spousal Optional Life Insurance, the date the Policy or coverage terminates
- for NSGEU Maintenance employees, the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified by training, education or experience
- for NSGEU Non-Maintenance, FUNSCAD Unit I, FUNSCAD Unit II and Excluded employees, the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
  - your own occupation, during the Qualifying Period and the following 24 months, and
  - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 24 months specified above
- if premiums were waived because you were receiving benefit payments under Long Term Disability, the date you are no longer receiving benefit payments under the Long Term Disability benefit;
- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial
- the date you do not attend an examination by an examiner selected by Manulife Financial
- the date of your death
- the date of your 65th birthday

### ***Recurrent Disability***

If you become Totally Disabled again from the same or related causes as those for which premiums were previously waived, and such disability recurs within 6 months of cessation of the Waiver of Premium benefit, Manulife Financial will waive the Qualifying Period.

Your amount of insurance on which premiums were previously waived will be reinstated.

If the same disability recurs more than 6 months after cessation of your Waiver of Premium benefit, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

### ***Conversion Privilege***

If your Group Benefits terminate or reduce and you are under age 66, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. Your application for the individual policy along with the first monthly premium must be received by Manulife Financial within 31 days of the termination or reduction of your Employee Life Insurance. If you die during this 31-day period, the amount of Employee Life Insurance available for conversion will be paid to your beneficiary or estate, even if you didn't apply for conversion.

For more information on the conversion privilege, please see your Plan Administrator. Provincial differences may exist.

## **Employee Optional Life Insurance**

**The Employee Optional Life Insurance Benefit is insured under Manulife Financial's Policy G0050232.**

If you die while insured, this benefit provides financial assistance to your beneficiary, in addition to your Employee Life Insurance Benefit. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

### ***The Benefit***

**Benefit Amount** - increments of \$10,000, to a maximum of \$300,000

### **Non-Evidence Limit**

*For Employees under age 65*

Evidence of Insurability is required for all amounts of Optional Life Insurance. However, evidence of insurability will be waived for an amount of Optional Life Insurance which is \$50,000 or less if applied for within 31 days of the date eligible.

*For Employees age 65 up to age 70*

Evidence of Insurability is required for all amounts of Optional Life Insurance. However, evidence of insurability will be waived for an amount of Optional Life Insurance which is \$10,000 or less if applied for within 31 days of the date eligible.

**Qualifying Period for Waiver of Premium** - 119 consecutive days prior to age 65

**Termination Age** - your benefit amount terminates at age 70 or retirement, whichever is earlier

### **Waiting Period**

*NSGEU Maintenance, NSGEU Non-Maintenance, FUNSCAD Unit I and Excluded employees - 1 month  
FUNSCAD Unit II employees – 6 months*

To apply for Employee Optional Life Insurance you must complete the Application for Optional Life form which is available from your Plan Administrator.

For details on Submitting a Claim and Conversion Privilege, please refer to Employee Life Insurance.

## Your Group Benefits

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### ***Waiver of Premium***

If your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived. (See Employee Life Insurance...Waiver of Premium).

### ***Exclusions***

If death results from suicide any amount of Optional Life Insurance that has been in effect for less than two years will not be payable.

Misstatement of non-smoker status shall constitute fraud, and Manulife Financial will not pay any part of Employee Optional Life Insurance, regardless of the cause of death.

## Dependent Life Insurance

**The Dependent Life Insurance Benefit is insured under Manulife Financial's Policy G0050232.**

If one of your dependents dies while insured, the amount of this benefit is paid to you.

### ***The Benefit***

**Benefit Amount** - \$5,000 spouse; \$2,500 each dependent child

**Termination Age** - employee's age 70 or retirement, whichever is earlier

### ***Waiting Period***

*NSGEU Maintenance, NSGEU Non-Maintenance, FUNSCAD Unit I and Excluded employees* - 1 month  
*FUNSCAD Unit II employees* – 6 months

### ***Submitting a Claim***

To submit a Dependent Life Insurance claim, you must complete the [Life Claim form](#) which is available from your Plan Administrator. Documents necessary to submit with the form are listed on the form.

A completed claim form must be submitted within 15 months from the date of the loss. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

### ***Waiver of Premium***

If your Employee Life Insurance premium is waived because you are totally disabled, the premium for this benefit will also be waived. (See Employee Life Insurance...Waiver of Premium).

### ***Conversion Privilege***

If your spouse's insurance terminates while your spouse is under age 66, you may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Your spouse's application for the individual policy, along with the first monthly premium, must be received by Manulife Financial, within 31 days of the termination date. If your spouse dies during this 31-day period, the amount of spousal Life Insurance available for conversion will be paid to you, even if you didn't apply for conversion. If you reside in the province of Quebec and if your dependent child's insurance terminates, you may be eligible to convert the terminated insurance as outlined above by the Conversion Privilege for spousal coverage.

For more information on the conversion privilege, please see your Plan Administrator. Provincial differences may exist.



### Spousal Optional Life Insurance

The Dependent Optional Life Insurance Benefit is insured under Manulife Financial's Policy G0050232.

If your spouse dies while insured, the amount of this benefit will be paid to you.

#### **The Benefit**

**Benefit Amount** - increments of \$10,000, to a maximum of \$300,000

#### **Non-Evidence Limit**

*For Employees under age 65*

Evidence of Insurability is required for all amounts of Spousal Optional Life Insurance. However, evidence of insurability will be waived for an amount of Spousal Optional Life Insurance which is \$50,000 or less if applied for within 31 days of the date eligible.

*For Employees age 65 up to age 70*

Evidence of Insurability is required for all amounts of Spousal Optional Life Insurance. However, evidence of insurability will be waived for an amount of Spousal Optional Life Insurance which is \$10,000 or less if applied for within 31 days of the date eligible.

**Termination Age** - employee's or spouse's age 70 or retirement, whichever is earlier

#### **Waiting Period**

*NSGEU Maintenance, NSGEU Non-Maintenance, FUNSCAD Unit I and Excluded employees - 1 month  
FUNSCAD Unit II employees – 6 months*

To apply for Spousal Optional Life Insurance you must complete the Application for Optional Life form which is available from your Plan Administrator.

#### **Submitting a Claim**

To submit a Spousal Optional Life Insurance claim, you must complete the [Life Claim form](#) which is available from your Plan Administrator. Documents necessary to submit with the form are listed on the form.

A completed claim form must be submitted within 15 months from the date of the loss. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

#### **Waiver of Premium**

Please refer to Employee Life Insurance for details on the Waiver of Premium provision.

#### **- Exception**

If you are not insured for Employee Optional Life, the Waiver of Premium provision will not apply to your Spousal Optional Life Insurance, unless:

- at the time you applied for Spousal Optional Life Insurance, you also provided Manulife Financial with evidence of insurability for yourself, and
- Manulife Financial approved your evidence of insurability

## Your Group Benefits

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### ***Conversion Privilege***

For more information on the conversion privilege, please refer to Dependent Life Insurance.

### ***Exclusions***

If death results from suicide any amount of Spousal Optional Life Insurance that has been in effect for less than two years will not be payable.

Misstatement of non-smoker status by you and/or your spouse shall constitute fraud, and Manulife Financial will not pay any part of Spousal Optional Life Insurance, regardless of the cause of death.

## **Weekly Income (Short Term Disability)**

**Your Weekly Income Benefit is provided directly by Nova Scotia College of Art & Design. Manulife Financial has been contracted to adjudicate and administer your claims for this benefit following the standard insurance rules and practices. Payment of any eligible claim will be based on the provisions and conditions outlined in this booklet and your employer's Benefit Plan.**

If you become Totally Disabled while covered and meet the Entitlement Criteria for this benefit, your employer will pay a disability benefit.

### ***Definition of Totally Disabled***

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the any and every duty of your own occupation.

The availability of work will not be considered by Manulife Financial or your employer in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

### ***The Benefit***

#### **Benefit Amount**

*NSGEU Maintenance, NSGEU Non-Maintenance, FUNSCAD Unit I and FUNSCAD Unit II employees:*

With less than 5 years of service - 85% of your weekly earnings  
With 5 or more years of service - 100% of your weekly earnings

*Excluded employees:*

With less than 5 years of service - 95% of your weekly earnings  
With 5 or more years of service - 100% of your weekly earnings

**Qualifying Period** – 10 working days, if the disability is due to an accident, and 10 working days, if the disability is due to a sickness

**Maximum Benefit Period** - 17 weeks of disability

**Termination Age** - age 65 or retirement, whichever is earlier

### **Waiting Period**

*NSGEU Maintenance, NSGEU Non-Maintenance and FUNSCAD Unit II employees – 3 months*  
*FUNSCAD Unit I and Excluded employees – 1 month*

### **Entitlement Criteria**

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period
- your employer or Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing any and every duty of your own occupation
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by your employer or Manulife Financial

At any time, your employer or Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by your employer or Manulife Financial.

### **Periods for Which You are Not Entitled to Benefits**

You are not entitled to benefit payments for any period that you are:

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by your employer or Manulife Financial
- receiving Employment Insurance, maternity or parental benefits
- on lay-off during which you become Totally Disabled
- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or wage loss replacement plan, or receiving temporary disability benefits from Workers' Compensation
- receiving earnings or payments from any employer, including severance payments and vacation pay
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

### **Amount of Disability Benefit Payable**

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any disability benefits you receive or are entitled to receive from the following source(s) for the same or related disability:

- Canada or Quebec Pension Plans, excluding dependent benefits
- any government motor vehicle automobile insurance plan or policy which is considered an allowable exclusion under the Employment Insurance Premium Reduction Regulations, unless prohibited by law

## **Your Group Benefits**

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- retirement benefits paid by the Employer
- Workers' Compensation or similar coverage
- any group, association or franchise plan's loss of time benefits

### ***Subrogation***

If your disability is caused by another person and you have a legal right to recover damages, your employer will request that you complete a subrogation reimbursement agreement when you submit your Weekly Income claim.

On settlement or judgement of your legal action, you will be required to reimburse your employer those amounts you recover which, when added to the disability benefits that your employer paid to you, exceed 100% of your lost income.

### ***Tax Status of Benefits***

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

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

Disability benefit payments will be made weekly in arrears. Any payment for a period of less than one week will be made at a daily rate of one-fifth of your weekly benefit amount.

### ***Termination of Benefit Payments***

Your disability benefit payments will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit
- the date you work in any occupation for wage or profit
- the date you do not supply your employer or Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing any and every duty of your own occupation
- the date you do not attend an examination by an examiner selected by your employer or Manulife Financial
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit
- the date you retire
- the date of your death

### ***Recurrent Disability***

If you become Totally Disabled again from the same or related causes within 2 weeks from the end of the period for which Weekly Income benefits were paid, the disability will be treated as a continuation of your previous disability.

## Your Group Benefits

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You will not be required to satisfy any applicable Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 2 weeks after the end of the period for which benefits were paid, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

### ***Submitting a Claim***

To submit a claim, you must complete the [Weekly Income Claim form](#) which is available from your employer. Your attending physician must also complete a portion of this form.

Written notification of loss must be submitted by you or on your behalf and received by the Employer or the Administrator at their respective Head Offices or at one of their local offices within 14 days from the date you were last actively at work.

A completed claim form must be submitted within 30 days from the end of the Qualifying Period.

### ***Exclusions***

No benefits are payable for any disability related to:

- any illness or injury for which Worker's Compensation benefits are payable, or which arises out of or in the course of employment
- self-inflicted injuries or illnesses
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- the committing of or the attempt to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by your employer or Manulife Financial
- the portion of the period of disability which commences on or after the date a strike or lay-off begins, subject to any provincial employment or labour standards act
- an illness or injury while working for compensation for more than 20 hours per week for another Employer.

## **Long Term Disability**

**The Long Term Disability Benefit is insured under Manulife Financial's Policy G0050232.**

If you become Totally Disabled while insured and meet the Entitlement Criteria for this benefit, Manulife Financial will pay a disability benefit.

## Your Group Benefits

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### **Definition of Totally Disabled**

#### *NSGEU Maintenance employees*

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience.

#### *NSGEU Non-Maintenance, FUNSCAD Unit I, FUNSCAD Unit II and Excluded employees*

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of:

- your own occupation, during the Qualifying Period and the 24 months immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 24 months specified above

#### *All employees*

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

### **The Benefit**

**Benefit Amount** - 60% of monthly earnings, plus a contribution of 6% to the employer-sponsored pension plan, to a maximum of \$8,000 per month

**Non-Evidence Limit** - \$4,000

**Qualifying Period** - 119 consecutive days prior to age 65

- Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.
- You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period.

**Maximum Benefit Period** - to age 65. However, should you complete the qualifying period after your 64<sup>th</sup> birthday but prior to your 65<sup>th</sup> birthday, the monthly income payments will continue beyond age 65 as long as you are totally disabled, subject to a maximum of 12 monthly payments.

**Termination Age** - age 65 less the Qualifying Period or retirement, whichever is earlier

### **Waiting Period**

*NSGEU Maintenance, NSGEU Non-Maintenance and FUNSCAD Unit II employees – 6 months*  
*FUNSCAD Unit I and Excluded employees – 1 month*

### **Entitlement Criteria**

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 2 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- for NSGEU Maintenance employees, Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience
- for NSGEU Non-Maintenance, FUNSCAD Unit I, FUNSCAD Unit II and Excluded employees, Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
  - your own occupation, during the Qualifying Period and the following 24 months, and
  - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 24 months specified above
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial

At any time, Manulife Financial may require you to submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.

### **Periods for Which You are Not Entitled to Benefits**

You are not entitled to benefit payments for any period that you are:

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial
- receiving Employment Insurance maternity or parental benefits
- on lay-off during which you become Totally Disabled
- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or short term wage loss replacement plan
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

## **Your Group Benefits**

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### ***Amount of Disability Benefit Payable***

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any disability benefits you receive or are entitled to receive from the following sources for the same or related disability:

- Workers' Compensation or similar coverage
- Canada or Quebec Pension Plans, excluding dependent benefits
- any government motor vehicle automobile insurance plan or policy, unless prohibited by law
- earnings or payments from any employer, including severance payments and vacation pay, except that if you elect a different and lesser paid occupation not related to the Rehabilitation Program, your Disability Benefit will be reduced by only 50% of such income

If necessary, the amount of your benefit will be further reduced so that your total income from all sources does not exceed 85% of your pre-disability gross earnings (net earnings, if your benefit is non-taxable). All sources include those sources stated above and any benefit you are entitled to receive from:

- any group, association or franchise plan
- any retirement or pension plan
- earnings or payments from any employer, including severance payments and vacation pay
- self-employment
- any government plan, excluding Employment Insurance Benefits
- Canada or Quebec Pension Plans' dependent benefits

Once benefits become payable, the amount of your benefit will not be affected by any subsequent cost of living increase in benefits you are receiving from other sources.

### ***Benefit Calculation Rules***

Manulife Financial will apply the following rules in determining your disability benefit:

- benefits payable from other sources which began before the commencement of your current Disability will not be taken into account
- benefits payable from other sources will not be adjusted to take into account any difference between the tax status of those benefits and the benefit payable by Manulife Financial
- benefits payable by Manulife Financial to your pension plan, if stated as such under the Benefit Amount, will not be taken into account
- subsequent changes in benefits from other sources, other than cost of living increases, will be taken into consideration and a new benefit amount may be established
- benefits payable under individual disability income insurance will not be taken into account



## **Your Group Benefits**

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- for benefits payable other than on a monthly basis, a monthly equivalent of such benefit will be estimated by Manulife Financial, and
- if you do not apply for a benefit for which you are eligible, the amount of such benefit will be estimated by Manulife Financial and assumed to be paid

### ***Pension Contribution***

#### *Employees contributing to the Pension Plan*

While you are receiving disability benefit payments, Manulife Financial will pay your pension plan contribution, as specified under The Benefit. Payment will be sent on your behalf to the administrator of your pension plan.

### ***Subrogation***

If your disability is caused by another person and you have a legal right to recover damages, Manulife Financial will request that you complete a subrogation reimbursement agreement when you submit your Long Term Disability claim.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the disability benefits that Manulife Financial paid to you, exceed 100% of your lost income.

### ***Tax Status of Benefits***

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

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

Disability benefit payments will be made monthly in arrears. Any payment for a period of less than one month will be made at a daily rate of one-thirtieth of your monthly benefit amount.

### ***Rehabilitation Assistance***

Once Manulife Financial determines that you are Totally Disabled, if appropriate, and at Manulife Financial's discretion, you may be offered rehabilitation to assist you in returning to gainful employment, either to your pre-disability occupation or to another occupation.

In considering whether Rehabilitation Assistance is appropriate for you, Manulife Financial will take into account:

- the nature, extent and expected duration of your disability
- your level of education, training or experience
- the nature, scope, objectives and cost of a Vocational Plan

### **- Vocational Plan**

A Vocational Plan is a training or job placement program that is expected to facilitate your return to gainful employment.

## **Your Group Benefits**

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If it is determined that Rehabilitation Assistance is appropriate for you, in partnership with you and your employer, Manulife Financial will provide a structured Vocational Plan that will prepare you for a return to work, either:

- with your employer
- with an alternate employer
- in a self-employed capacity

### **- Disability Benefits During Rehabilitation**

You will continue to be entitled to disability benefits while participating in the Vocational Plan. Benefits will be paid for up to 24 consecutive months. After such 24 months, benefits may be extended upon written approval of Manulife Financial for up to an additional 24 months, but in no event will benefits be payable for more than 48 months in a rehabilitation program during any one period of total disability. If you receive any earnings as part of the plan, your disability benefit will be reduced once your total income (your disability benefit plus your earnings) exceeds 100% of your pre-disability gross earnings; net earnings if your benefit is not taxable.

If you incur expenses in connection with the program and for which you have received prior approval from Manulife Financial, they will be reimbursed by Manulife Financial provided that, in Manulife Financial's opinion, they are reasonable and customary. Expenses which are payable through government programs or a third party insurer shall not be reimbursed by Manulife Financial.

If you cease to participate in the Vocational Plan because of a change in your medical status, Manulife Financial will require medical evidence documenting how your current medical status prevents you from continuing with the Vocational Plan.

If you are not available or do not co-operate or participate in the Vocational Plan, you will no longer be entitled to disability benefits.

### ***Termination of Benefit Payments***

Your disability benefit payments will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit
- for NSGEU Maintenance employees, the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability such that you are prevented from performing the essential duties of any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience
- for NSGEU Non-Maintenance, FUNSCAD Unit I, FUNSCAD Unit II and Excluded employees, the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability such that you are prevented from performing the essential duties of:
  - your own occupation, during the Qualifying Period and the following 24 months, and
  - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 24 months specified above
- the date you do not attend an examination by an examiner selected by Manulife Financial
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit
- the date of your death

### ***Recurrent Disability***

If you become Totally Disabled again from the same or related causes within 6 months from the end of the period for which Long Term Disability benefits were paid, Manulife Financial will treat the disability as a continuation of your previous disability.

You will not be required to satisfy the Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 6 months after the end of the period for which benefits were paid, such disability will be considered a separate disability.

Two disabilities which are due to unrelated causes are considered separate disabilities if they are separated by a return to work of at least one day.

### ***Waiver of Premium***

The premium for your Long Term Disability benefit will be waived during any period you are entitled to receive Long Term Disability benefit payments.

### ***Submitting a Claim***

To submit a claim, you must complete the [Long Term Disability claim form](#) which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted to Manulife Financial within 6 months after termination of the first month following the Qualifying Period.

### ***Exclusions***

No benefits are payable for any disability related to:

- self-inflicted injuries or illnesses
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- the committing of or the attempt to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by Manulife Financial
- the portion of the period of disability while imprisoned in a penal institution or confined to a hospital, or similar institution, as a result of criminal proceedings
- the portion of the period of disability during any leave of absence (including maternity leave)
- the portion of the period of disability which commences on or after the date a strike or lay-off begins, subject to any provincial employment or labour standards act
- an illness or injury while working for compensation for more than 20 hours per week for another Employer.

## **Your Group Benefits**

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### ***Canadian Residency Requirement***

No benefits are payable if you reside outside of Canada for any period exceeding 90 consecutive days or a total of 180 days in any 365 day period, unless:

- a) You have previously notified and received approval in writing from the Insurer, and
- b) you remain under the regular care of a licensed physician deemed appropriate by the Insurer, and
- c) proof of the ongoing disability can be determined on evidence satisfactory to the Insurer in English or French within 30 days of the request.

### ***Disabilities During Sabbatical Leave While Out of Canada***

If you become disabled while outside Canada while on a Sabbatical Leave, in order to be eligible for the Long Term Disability Income benefits of this Plan, Manulife Financial requires that you return to Canada for treatment for your disability. Manulife Financial will not count any period of time during which you are disabled toward satisfaction of the Qualifying Period unless you have returned to Canada and have begun appropriate treatment for your disability.

