



**Policy 13JT0**  
**Eligible Employees**  
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 403  
**September 1, 2021**

This coverage is arranged for CUPE Local 403 through:

## **WE Consulting & Benefits Services Ltd.**

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This document contains important information. Please keep it for future reference.

**SSQ, LIFE INSURANCE COMPANY INC.**

**YOUR GROUP INSURANCE PLAN**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 403**

**This document shows the contractual provisions  
in force on September 1, 2021 for the following participants:**

*Class: Eligible Employees*

*Group(s): 13JT0*

*(Policy No.: 13JT0)*

In this document, "SSQ Insurance (or SSQ)" refers to SSQ, Life Insurance Company Inc.

## **NOTICE OF CONSTITUTION OF A FILE AND PERSONAL INFORMATION USE**

### **Notice of constitution of a file**

The protection of the personal information that we obtain through our activities is very important to SSQ Insurance. This is why, to maintain the confidentiality of personal information, SSQ Insurance (SSQ, Life Insurance Company Inc., SSQ Distribution Inc. and their subsidiaries) will create an insurance file to contain your personal information. The information we collect in different instances, including insurance applications, renewals, modifications or claims, will be added to your file. Except for certain exceptions stipulated by law, access to this file is restricted to those SSQ Insurance employees, service providers, agents or any other person you may authorize to access this information when required to fulfill their contract or mandate.

This file is kept at SSQ Insurance's offices or authorized third-party premises. You have the right to consult the personal information held in your file and, if necessary, have it changed by submitting a written request to the Personal Information Protection Officer at the address below.

### **Personal Information Protection Officer**

SSQ Insurance, 2525 Laurier Boulevard, P.O. Box 10500, Stn Sainte-Foy, Quebec City QC G1V 4H6

### **Collection and use of your personal information**

SSQ Insurance only collects information that is necessary for the management and administration of the business relationship we have with you and any other information obtained through your interactions with us.

The personal information we collect, store and use allows us to verify your identity, validate your eligibility for our products and services, estimate insurance risk, determine premiums, process your claims, manage your file and meet legal requirements. It also may be used to improve our products, services, campaigns and promotions based on statistical analyses. If you have given us your social insurance number, it will only be used for administrative and fiscal purposes.

**To learn more about our personal information protection practices, go to [ssq.ca](http://ssq.ca).**

## **AVAILABLE INFORMATION ON YOUR GROUP INSURANCE PLAN**

If your contract has been modified since the production date of this booklet, there may be wording differences between the booklet and the policy. If so, the policy wording will prevail; hence, you are entitled to consult the policy at the policyholder's address and obtain a copy thereof.

The masculine gender is used throughout this document solely for readability purposes and applies to both men and women.

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# SCHEDULE OF INSURANCE

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## General Provisions

This document shows the contractual provisions in force on September 1, 2021.

<b>Group Name(s) and No(s).</b>	13JT0 CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 403
<b>Class</b>	Eligible Employees
<b>Category of individuals eligible as participants</b>	All permanent full-time employees working a minimum of 20 hours per week for the Canadian Union of Public Employees Local 403.
<b>Eligibility date for new employees</b>	First day of the premium period following 120 day(s) from the employment date
<b>End of "own occupation" period for definition of total disability</b>	After the Long Term Disability Insurance elimination period and the following 24 months

### Notes:

#### Layoff

#### Maintaining participation in insurance

Contrary to what is indicated under paragraph "Maximum duration for maintaining participation in insurance during a period of interruption of work other than a temporary layoff" of the "Temporary interruption of work" section, during a period of interruption of work other than a temporary layoff all benefits are maintained, with premium payment, up to 24 months. During a maternity or a paternity leave, all benefits are maintained, with premium payment, up to a maximum of 18 months.

#### General information

#### Net Earnings

The participant's earnings at the onset of disability reduced by federal and provincial income taxes.

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# SCHEDULE OF INSURANCE

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## Disability Insurance Plan

### Participant's Long Term Disability Insurance

<b>Benefits</b>	60% of gross monthly salary payable at onset of disability Maximum : \$2,500
<b>Reduction of benefits</b>	Following the application of any maximum provided for above, your benefits may be reduced by any income from the sources specified in the description of the insurance benefit.
<b>Elimination period</b>	
In the event of accident:	180 days
In the event of hospitalization:	180 days
In the event of illness:	180 days
<b>End of "own occupation" period for definition of total disability</b>	See the "General Provisions" section of this Schedule of Insurance
<b>Maximum duration of benefits</b>	
In the event of accident:	15 year(s) from the start date of benefits
In the event of illness:	15 year(s) from the start date of benefits
<b>Frequency of benefit payments</b>	Monthly
<b>Taxability of benefits</b>	Non-taxable
<b>Termination of benefit payments</b>	The day you reach age 65 or retirement, whichever is earliest
<b>Termination of insurance</b>	The day you reach age 65 or retirement, whichever is earliest



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# SCHEDULE OF INSURANCE

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## Disability Insurance Plan

### Participant's Long Term Disability Insurance (continued)

#### Notes:

##### **Retroactive Reimbursement of Premiums**

When the participant becomes eligible for Long-Term Disability payments, all LTD premiums paid will be reimbursed retroactively to the date of disability.



# GENERAL PROVISIONS

## Definitions and Interpretation

Some of the terms used to describe your plan are defined below. These terms should be interpreted as defined wherever the context allows. These definitions apply to terms that are used in more than one part of the text. Where required, other terms are defined in the description of the benefit in which they are used.

In order to provide for the special features of your group coverage, notes may be included in the "Schedule of Insurance". If there are any discrepancies between the notes and the other terms and conditions of your group insurance plan, the notes will always take precedence.

### **Accident**

An unintentional, sudden, unforeseen and unpredictable event due exclusively to a violent external cause and resulting, directly and independently of any other cause, in bodily injury.

### **Actively at work**

An employee is deemed to be "actively at work" when present at his or her place of work and capable of carrying out normal duties in accordance with the regular work schedule and on full pay. Employees who are not disabled are also deemed to be actively at work if their absence is due only to a period of leave or a non-working day.

### **Contract**

Agreement between SSQ and the Policyholder regarding the policy whose number identifies the present document.

### **Employee**

An individual who works for the employer as a regular employee and who belongs to one of the classes of eligible employees specified in the contract.

### **Employer**

Any employer with at least one class of employees eligible for insurance under the plan.

### **Hospitalization**

Admission to hospital for a minimum duration of 24 hours, or for day surgery.

### **Illness**

A disease, deterioration of health or bodily disorder, as diagnosed by a physician. For the purposes of the contract, this term is also used to refer to pregnancy-related complications and organ donations and any related complications.

### **Insured**

An individual covered under the benefit referred to in the context in which the term is used.

**Net salary**

Your salary after deduction of federal and provincial income taxes.

**Participant**

An individual enrolled in the insurance plan as a member of a class of eligible individuals. The individual must also be covered under the public health and hospitalization insurance plan of a Canadian province. In addition, employees will not be considered as participants unless they reside in Canada and their usual place of work is located in Canada.

**Period of total disability**

Period during which you are totally disabled and which cannot initially be shorter than:

- a) the applicable elimination period provided for under your Short term Disability benefit, if applicable;
- b) 7 consecutive days if your plan does not include a Short term Disability benefit.

**Physician**

An individual who is legally authorized to practise medicine where he or she practises.

**Plan administrator**

An individual, appointed by the Policyholder, responsible for the administration of this insurance plan.

**Premium period**

Period for which premiums are payable, as agreed by SSQ and the Policyholder.

**Recurring total disability**

Successive periods of total disability due to the same causes and separated by less than 31 full consecutive days during which you were actively at work or able to be actively at work. Recurring total disability also means successive periods of total disability due to entirely different causes and separated by less than one full day during which you return to work.

When a period of total disability, as defined above, exceeds 6 months, a period of total disability due to the same causes as the previous period is considered a recurring total disability if the periods are separated by less than 180 full consecutive days during which you return to work on a minimum daily schedule equivalent to your pre-disability work schedule or were able to do so.

After the end of the contract, the durations used to determine the end of periods of total disability are those provided for by law.

**Salary**

Your regular salary, excluding bonuses, payments for overtime, fees, accommodation and meal allowances, amounts paid by the employer as fringe benefits, isolation allowances and any lump-sum payments.

**Subrogation**

The substitution of one person or thing in the place of another with respect to a lawful claim. SSQ's right of subrogation is described later in this "General Provisions" section.

**Total disability**At the start of the period of total disability

A disability caused by an accident or illness that renders you totally incapable of carrying out the main duties of your usual employment.

After the own occupation period specified in the "Schedule of Insurance"

A disability caused by an accident or illness that renders you totally incapable of pursuing any gainful occupation for which you are reasonably suited by education, training or experience, regardless of the availability of employment.

**Total disability resulting from an accident**

Total disability resulting exclusively from an accident, that begins within 90 days of the date of the accident.

**Totally disabled**

Describes an individual who meets the definition of "total disability" specified in the contract.

**You**

Personal pronoun used to refer to the participant. "You", "your" and "yours" refer to the participant directly.

# Participation requirements

## 1. Participation compulsory

Participation in your group insurance plan is compulsory.

## 2. Eligibility conditions

Any individual residing in Canada, who is actively at work and who meets the eligibility conditions specified in the "Schedule of Insurance", is eligible for insurance as a participant, unless specified otherwise. Individuals who are absent because they are on leave or because their eligibility date is a non-working day, are also eligible for insurance.

Deaths and total disabilities resulting from disabilities that arose while the individual was insured as a participant under the previous group insurance contract are not covered under a subsequent contract, except as provided for under any applicable legislation or in accordance with the Canadian life and health insurance standards.

Despite what precedes, any individual insured under the previous contract may not be excluded from the new contract or be denied benefits solely because of a pre-existing condition that was no longer applicable or that was not provided for in the previous contract, or because the individual is not at work on the effective date of the new contract.

All individuals insured under the previous contract are covered with full rights under the new contract upon termination of the previous contract if the termination of their insurance is exclusively attributable to the termination of the contract and if they belong to a class of participants covered by the new contract.

## 3. Applications for insurance

An application for insurance must be submitted to SSQ for insurance to become effective, even in cases where participation in insurance is compulsory. If an application for insurance is not submitted within the time provided for under this plan, SSQ may require evidence of insurability and decline the application.

Certain events, such as marriage or the birth of a child, may enable you to make changes to the insurance that became effective at the time of enrollment. Please refer to the provisions regarding periods of insurance for more information about making such changes.

The group administrator must notify SSQ in writing of any new person to be covered as a spouse or dependent child as well as anyone whose coverage as a spouse or dependent child must be terminated.

## 4. Evidence of insurability

You must provide evidence of insurability deemed satisfactory by SSQ to be entitled to the following:

- a) Any amount of insurance that exceeds the maximum amount that may be obtained without evidence of insurability. Where applicable, this amount is specified in the "Schedule of Insurance"
- b) Any insurance for which an application is submitted more than 31 days following the date the individual becomes eligible

The insurance obtained as a result of the submission of evidence of insurability for your spouse or dependent children is only in force for the person for whom such evidence has been approved.

# Applicable insurance periods

## 1. Time insurance becomes effective

Any date on which insurance becomes effective begins at 12:01 a.m. in the insured's place of residence.

## 2. Effective date of insurance

If SSQ receives your application for insurance no later than 31 days following the date you become eligible, your insurance becomes effective on the following date:

- The date you become eligible for insurance

Otherwise, you will be required to provide evidence of insurability and your insurance will become effective on the date SSQ approves such evidence of insurability.

## 3. Effective date of modifications to insurance

### 3.1 Increase in insurance coverage following a change in employment or family status

If you are actively at work or temporarily absent from work and have maintained your coverage during your interruption of work, any increase in your insurance coverage following a change in employment or family status becomes effective on the date of the change, provided SSQ receives a written application to such effect within 31 days following the change and subject to the provisions on total disability. Otherwise, the change in coverage will become effective on the date you actively return to work, subject to any other eligibility provisions in force.

If SSQ receives the application more than 31 days after the date of the event justifying an increase in insurance or if the modification applied for requires that you provide evidence of insurability, you will be required to provide such evidence and, if approved, the increase in insurance will become effective on the date SSQ approves such evidence.

### 3.2 Insurance that cannot be modified

During any period where the participant is retired or totally disabled, amounts of insurance cannot be increased and the provisions used to establish these amounts cannot be modified. Such modifications shall only become effective once the participant has actively returned to work and provided he is not totally disabled at this time.

No waiver of premiums shall apply to the premiums payable for individuals who were not already insured prior to a change in coverage status if such change must occur after the date of retirement or the start of a period of total disability.



### **3.3 Reduction in insurance coverage following a change in employment or family status**

Any decrease in insurance coverage following a change in employment or family status becomes effective on the date of the change, provided SSQ receives a written application to such effect within 31 days following the change. If SSQ receives the application more than 31 days after the date of the event justifying a decrease in insurance, the decrease becomes effective on the date SSQ receives the application.

## **4. Temporary interruption of work**

### **Participation in insurance during a temporary interruption of work**

If so agreed by the Policyholder and SSQ, participation in insurance may be maintained in certain cases of temporary interruption of work, as specified below. Subject to applicable legislation regarding minimum durations for maintaining or offering to maintain participation in insurance, the Policyholder may determine the possibility of maintaining participation in insurance, and the duration thereof, taking into account the rules specified below.

### **Maximum duration for maintaining participation in insurance during a period of temporary layoff**

Participation in insurance is suspended during any period of temporary layoff.

### **Maximum duration for maintaining participation in insurance during a period of interruption of work other than a temporary layoff**

Participation in insurance may be maintained up to maximum of 24 months during any period of interruption of work other than a temporary layoff.

### **Minimum durations for maintaining participation**

For certain interruptions of work, the Policyholder is required by law to allow participants to maintain insurance coverage for a minimum time. Any individual affected by a temporary interruption of work must contact the plan administrator for more information about whether participation in insurance may or must be maintained, and for how long it may or must be maintained.

### **Information to provide to SSQ**

The plan administrator must provide SSQ with the following information within 31 days following the date of your temporary interruption of work:

- The date you stopped working.
- As soon as known, the planned date of your active return to work.
- The choice made as to whether or not to apply to maintain participation in insurance during the period of interruption of work and whether or not you chose to maintain Disability Insurance coverage if both options are available.

Regardless of whether or not you maintain participation in insurance, SSQ must be notified as soon as possible of the date you actively return to work or are called back to work.

### **Total disability beginning during a period of temporary interruption of work**

In the event of a total disability that begins during a period of temporary interruption of work during which you have maintained participation in insurance:

- total disability may be considered as such for the purposes of insurance only if it has continued until the date you would have returned to work had it not been for your total disability, as confirmed to SSQ by the plan administrator;
- the elimination period begins on the date you would have returned to work had it not been for your total disability.

### **Suspension of insurance**

If the plan administrator fails to notify SSQ prior to expiration of the 31-day deadline provided, your participation in insurance is suspended for the whole duration of your interruption of work. Subject to applicable legislation, if your interruption of work lasts more than 12 months and coverage has been suspended, you may only resume participation in insurance once you return to work as a member of an eligible employee class and only once you have recompleted any period of employment specified in the eligibility conditions. If the interruption of work that led to suspension of coverage lasts 12 months or less, you may resume participation in insurance as soon as you return to work as a member of an eligible employee class.

### **Interpretation**

Notwithstanding the other provisions on temporary interruptions of work, continuation of coverage can never extend beyond the termination dates provided for elsewhere in the contract. In addition, SSQ may always rely on the fact that:

- a) participation in some benefits is compulsory;
- b) anyone who does not maintain participation in an optional benefit while being given the opportunity to do so must provide new evidence of insurability to be insured again under such benefit, which can result in coverage being declined.

## **5. Termination of insurance**

Your insurance terminates no later than 12:01 a.m. on the earliest of the following dates:

- a) On the date you no longer qualify as an individual eligible as a participant, as specified in the "Schedule of Insurance"
- b) For each benefit, at the time specified for termination of insurance in the "Schedule of Insurance", if any
- c) On the date your participation is suspended following a temporary interruption of work lasting over 12 months
- d) On the date when premiums are due, if such premiums are not paid to SSQ before the end of the grace period

- e) On the date your waiver or premiums terminates because of the age you have reached, except when this termination would be legally forbidden
- f) On the day following the termination date of the contract; if a benefit is being terminated without termination of the contract, this benefit terminates no later than the day following such termination
- g) On the date you submit any claim or collect any benefits founded on misrepresentations, irrespective of the compulsory nature of any coverage or any other action SSQ may take

# Payment of benefits

## 1. Amounts of coverage

In no case may you benefit from an amount of coverage greater than that for which SSQ has received the required premiums.

## 2. Deadlines for filing claims

Deadlines for filing claims vary from one benefit to another, and are specified in the description of each benefit.

## 3. Limitation of actions

Every action or proceeding against an insurer for the recovery of insurance money payable under a contract is absolutely barred, unless commenced within the time set out to this end, if any, in the applicable provincial Insurance Act or, in Quebec, set out under the Civil Code of Quebec.

## 4. Evidence that SSQ may require

You must provide SSQ with any information and supporting documents deemed necessary by SSQ to establish your eligibility for benefits and any amount payable, at your own expense. In the event that benefits may be payable, SSQ may require the insured to undergo examination, at any time, by one or more health care professionals selected and compensated by SSQ. If the insured fails to undergo an examination required by SSQ within 30 days of SSQ's request, SSQ may decline the claim or suspend or terminate benefits.

SSQ may also request that an autopsy be performed in accordance with applicable legislation.

## 5. Currency

All amounts referred to in the contract are in the legal tender of Canada.

## 6. Third-party liability and subrogation

You must notify SSQ of any notice served to, or legal action taken against a third party or any judgment, claim or settlement related to an event which may result in entitlement to benefits under the insurance plan.

If you are entitled to receive financial compensation from a third party with respect to which benefits are payable under the contract, you will be required to reimburse SSQ the amount of any benefits overpaid.

SSQ is subrogated to all rights of the insured against a third party liable for damage that results in an entitlement to payment of benefits under the terms of the contract, up to the

amounts paid by SSQ. Should SSQ decide to exercise its right of subrogation, the insured may be required to sign a letter of subrogation drafted by SSQ.

## **7. Designating and revoking beneficiaries**

In compliance with applicable legislation, you have the right to designate or revoke one or more beneficiaries of any benefits payable under your group insurance.

## **Limitation of contractual liability**

If any amendment made to fiscal legislation, to a government plan, to an insurance plan provided for in employee working conditions or to an employer retirement plan has the effect of increasing liability under the contract, then the provisions of this contract shall continue to apply as though such amendment had not been made, unless the parties expressly agree otherwise. If an increase in liability is required by law, however, then an additional premium shall be payable to SSQ by the Policyholder. This additional premium shall be equal to the value of the increase in contractual liability.

## **Changes of insurer**

The expiry or cancellation of a group life insurance benefit may not be set up against a claim based on an insured event, including a death that results from a total disability, if this insured event occurred while the benefit was in force.

The expiry or cancellation of a group sickness or accident insurance that is not part of the Health Care Insurance Plan may not be set up against a claim based on death or insured mutilation resulting from an accident that occurred while the benefit was in force. It may neither be set up against a claim based on a total disability that arose or a sickness that was contracted while the benefit was in force.

The insurer of a group disability insurance benefit that expires is bound to compensate the participant for salary loss if the participant is still totally disabled after the benefit expires.

In the event of a change in insurer, be it at the beginning or end of the contract, SSQ's responsibilities are limited to what the law and standards that govern the industry of insurance of persons impose in order to protect the rights of insured individuals. As a result, SSQ is not responsible in the event of recurrence of the disabling affliction after the expiry of the period that has been determined in this regard by the law or standards of the industry and the provisions of the former and subsequent contracts are not binding on SSQ.

# Waiver of premiums in the event of total disability

## 1. Entitlement to waiver of premiums

If you become totally disabled while your insurance is in force under the contract, your participation in insurance will be maintained for the following benefits, without payment of premiums, effective as of the waiver of premiums start date provided for under this plan:

- Long Term Disability Insurance

To qualify for the waiver of premiums privilege, you must meet the following conditions:

- a) Your disability must begin while you are covered under the contract.
- b) You must be under the continuous care of a physician, except if your total disability is declared stable by your attending physician, to the satisfaction of SSQ.
- c) Your condition must meet the definition of a total disability that was in force at the time you became totally disabled.

## 2. Start and end of waiver of premiums

The start and end dates for the waiver of premiums applicable to each benefit are specified below.

### 2.1 Long Term Disability Insurance

Start date:

- The first day of the premium period following the Long Term Disability elimination period

When the premium waiver begins, SSQ will reimburse the premiums paid since the first day of the premium period following the start of your total disability.

End date (the earliest of the following):

- The date you reach age 65
- The date specified in the "End of waiver of premiums for all benefits" section of these GENERAL PROVISIONS

## 3. End of waiver of premiums for all benefits

Your premium waiver automatically ends upon the earliest of the dates stated above and also upon the earliest of the following dates:

- a) The date your condition no longer meets the definition of total disability
- b) The date you are no longer under the continuous care of a physician, except if your total disability, as defined in the contract, is a condition that is declared stable by a physician, to the satisfaction of SSQ

- c) The date SSQ requests proof of your total disability, if you are unable to submit or fail to submit such proof within 90 days of SSQ's request
- d) The date you refuse to participate in a rehabilitation program recommended by SSQ
- e) The date SSQ requests that you undergo an examination by a health care professional or a treatment likely to be beneficial to your recovery, if you fail to do so within 90 days of SSQ's request

#### **4. Application for waiver of premiums**

If no claim for Disability Insurance benefits is filed, applications for a waiver of premiums must be submitted in writing to SSQ. Otherwise, the Disability Insurance claim form may also be used to apply for a waiver of premiums. In either case, SSQ may require additional proof and supporting documents. In all cases, your application for a waiver of premiums and supporting documents must be submitted to SSQ within 90 days of the date you became eligible for the waiver. If you fail to meet this deadline, you must prove that you were unable to submit your application and supporting documents earlier, otherwise SSQ may decline your application or interrupt the waiver period.

From the time SSQ notifies you that your application has been declined or your waiver of premiums has been interrupted, you have 90 days in which to provide additional proof justifying your continued entitlement to a waiver or request that your file be reviewed.

Unless you submit your application for waiver or request for review within the time specified, your right to waiver will not apply to any period prior to the date SSQ receives your application or request.

For an application for waiver of premiums to be approved, all required documents must be submitted to SSQ no later than 12 months following the start date of your total disability. In addition, in the event that an application for waiver is declined or a waiver of premiums is interrupted, no waiver period will apply to your disability if all of the required documents are not submitted to SSQ at the latest 12 months after the date on which notice of refusal or interruption is issued.



# DISABILITY INSURANCE

## Long Term Disability Insurance

### 1. Definitions

Some of the terms used to describe your group insurance plan are defined in the GENERAL PROVISIONS section. Whenever the context allows, the following definitions shall apply specifically to the interpretation of this benefit.

#### **Elimination period**

Period of total disability that must elapse before you are entitled to benefits under this insurance coverage.

#### **Gradual return to work period**

Period during which you return to work on a reduced schedule and for which SSQ agrees to pay an adjusted benefit amount in order to help facilitate a definitive return to work. Individuals may only benefit from a period of gradual return to work while they are unable to carry out the main duties of their usual employment and meet the definition of total disability specified in the contract.

### 2. Coverage

Subject to the provisions of the contract, SSQ agrees to pay you an amount of monthly benefits during your total disability, if you become totally disabled while insured under this benefit and your total disability continues after the elimination period.

### 3. Benefits

#### **3.1 Amount and duration**

The amount and duration of benefits payable under this insurance coverage are established in accordance with the "Schedule of Insurance".

Benefits under this insurance coverage are payable at the end of the period to which they apply.

#### **3.2 Information used to calculate benefits**

The amount of benefits is calculated based on the salary you are earning at the start of your total disability period, the contract provisions in force at that time, and the class of eligible employees to which you belong. In this respect, the net salary is that declared by the employer, it being understood that the only individuals recognized as your dependents for tax status purposes are your spouse and dependent children.

### 3.3 Reductions due to other sources of income (Direct offset)

The amount of benefits specified in the "Schedule of Insurance" will be reduced by any income and other benefits payable to you from the sources listed below:

Any disability benefits payable under any other social legislation	100 % before tax
Disability benefits payable under another group insurance policy	100 % before tax
Disability benefits payable under a legislation relating to work injuries or occupational diseases	100 % before tax
Disability benefits payable by a government to victims of crime	100 % before tax
The employer	100 % before tax
Parental benefits payable under any provincial or federal legislation	100 % before tax
Disability benefits from the Canada Pension Plan	100 % before tax
Disability benefits from the employer's pension plan	100 % before tax
Disability benefits from the Quebec Pension Plan, including the Additional amount for disability	100 % before tax
Disability benefits payable under any automobile insurance legislation	100 % before tax

If such income or benefits are normally payable in a lump sum, the monthly equivalent of this lump sum is included in the calculation of each benefit payment.

If you do not receive income or benefits from any of the above-mentioned sources, you must prove that you are not entitled to claim such income or benefits and that all levels of appeal or late reapplication required by SSQ have been pursued. Otherwise, SSQ will estimate the amount of such income or benefits and include the amount in the calculation of benefits. This provision does not apply to retirement income payable under the Canada or Quebec Pension Plan or your employer's pension plan.

The indexation of sources of income is not included in the calculation of benefits.

### 3.4 Coordination of benefits (Indirect offset)

At no time may the total of all amounts payable to you for a given month from the sources specified below exceed 85% of your net salary payable at the start of your total disability. Benefits are therefore reduced by any excess amount. The following sources of income are taken into account for calculation purposes:

The present benefit	
Any disability benefits payable under any other social legislation	100% before tax
Disability benefits payable under another group insurance policy	100% before tax
Disability benefits payable under a legislation relating to work injuries or occupational diseases	100% before tax
Disability benefits payable by a government to victims of crime	100% before tax
The employer	100% before tax
Parental benefits payable under any provincial or federal legislation	100% before tax
Any rehabilitation employment	100% before tax
Disability benefits from the Canada Pension Plan	100% before tax
Retirement pension from the Canada Pension Plan	100% before tax
Disability benefits from the employer's pension plan	100% before tax
Disability benefits from the Quebec Pension Plan, including the Additional amount for disability	100% before tax
Retirement pension from the Quebec Pension Plan	100% before tax
Retirement pension from the employer's pension plan	100% before tax
Disability benefits payable under any automobile insurance legislation	100% before tax

If such income or benefits are normally payable in a lump sum, the monthly equivalent of this lump sum is included in the calculation of each benefit payment.

If you do not receive income or benefits from any of the above-mentioned sources, you must prove that you are not entitled to claim such income or benefits and that all levels of appeal or late reapplication required by SSQ have been pursued. Otherwise, SSQ will estimate the amount of such income or benefits and include the amount in the calculation of benefits. This provision does not apply to retirement income payable under the Canada or Quebec Pension Plan or your employer's pension plan.

The indexation of sources of income is not included in the calculation of benefits.

#### **4. Lump-sum benefit payable in the event of death during a benefit period**

In the event of your death before the end of a period during which you are entitled to benefits under this insurance coverage, a lump-sum benefit payment equal to 3 full months' benefits will be made to your estate, or to your designated beneficiary, as applicable. The lump sum is calculated based on the amount of the last payment made.

## 5. Exclusions, limitations and restrictions

No Long Term Disability Insurance benefits shall be payable for a period during which:

- a) you are not under the care of a physician, except if your total disability, as defined in the contract, is a condition that is declared stable by a physician, to the satisfaction of SSQ
- b) you hold a position or perform work, for which you may be entitled to receive any income, except in the case of a gradual return to work or rehabilitation program pre-approved by SSQ
- c) you fail to participate in a rehabilitation program recommended by SSQ
- d) you fail to undertake a gradual return to work recommended by SSQ

This benefit does not cover:

- a) Disabilities for which you fail to undergo, when requested to do so by SSQ, any examination with a health care professional or any treatment or program likely to favour recovery of your health
- b) Disabilities that are attributable to aesthetic or cosmetic treatments, unless they have become necessary as a result of an illness or an injury
- c) Disabilities that are attributable, directly or indirectly, in whole or in part, to any of the following causes:
  - i) A criminal act that you commit or attempt to commit
  - ii) Your active participation in a riot or insurrection
  - iii) War, whether declared or undeclared
  - iv) Your active service in the armed forces
  - v) Intentional self-inflicted injuries, regardless of your state of mind

No Long Term Disability Insurance benefits shall be payable while you are entitled to receive Short Term Disability Insurance benefits.

## 6. Disability management

### 6.1 Gradual return to work

SSQ must give prior approval to any period of gradual return to work, both with regard to duration and number of hours worked per week.

During the gradual return to work period, your Disability insurance benefit payments will be reduced by an amount corresponding to the percentage of hours you normally work each month during this period in relation to the hours you normally worked each month before you became totally disabled. However, income received in relation with a gradual return to work program is not taken into consideration for the purposes of direct or indirect offsets.

## **6.2 Rehabilitation**

In the event you become totally disabled, you must agree to participate in any rehabilitation program approved by SSQ and follow the program as prescribed.

Your benefits will be reduced by any remuneration you receive during the rehabilitation period that, when combined with other income from the sources specified under the BENEFITS section with regard to direct and indirect offsets, exceeds 100% of your monthly net salary prior to the start of your total disability.

## **7. Claims**

Claims and proof of total disability must be submitted to SSQ within 90 days following the end of the elimination period. Proof of recurring total disability and related claims must be submitted within 90 days following the date the total disability recurs. Any additional information required with regard to a disability must be provided within 90 days following SSQ's request. If you fail to meet these deadlines, you must prove that you were unable to submit your application and supporting documents earlier; otherwise SSQ may decline your claim or interrupt payment of benefits.

From the time SSQ notifies you that your claim has been declined or payment of benefits is to be terminated, you have 90 days in which to provide additional proof justifying your continued entitlement to benefits or request that your file be reviewed.

If you fail to submit your claim, request for a review, or the required proof within the time specified under this insurance benefit, you will not be entitled to receive benefits for any period prior to the date SSQ receives the claim, request or proof.

For a claim or request to be approved, all required documents must in all cases be submitted to SSQ no later than 12 months following the end of the elimination period and no later than 12 months after termination of this insurance benefit. In addition, in the event that a claim is declined or payment of benefits is terminated, no new benefits may be paid with regard to your disability if all documents required are not submitted to SSQ at the latest 12 months after the date on which notice of refusal or termination is issued.





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