

# **CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1258**

## **HEALTH AND WELFARE TRUST FUND**



## **GROUP INSURANCE PLAN**

**January 2018**

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**To All Plan Participants  
Construction and Specialized Workers' Union Local 1258  
Health & Welfare Trust Fund**

Insurance protection against the financial hardship that so often accompanies sickness, accident or death is important to all of us. In order to make this protection available to you, a Group Benefit Plan has been arranged to assist in protecting the Participants of the Construction and Specialized Workers' Union Local 1258 from these hardships. The Healthcare and Dentalcare Benefits are designed to assist you with the payment of these expenses, although they may not cover the total cost of services and supplies. In effect, this Group Benefit Plan shares the payment of your medical and dental bills with you. The Benefits are underwritten by The Great-West Life Assurance Company, Chubb Life Insurance Company of Canada (Chubb Life), Homewood Health, and RSA Travel Insurance Inc.

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

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

The Plan Administrator is Coughlin & Associates Ltd., PO Box 764, Winnipeg, Manitoba, R3C 2L4. If you have any questions concerning your benefits or claim procedures, please contact the Plan Administrator at (204) 942-4438 or Toll free 1-888-204-1234 for this information.

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

Sincerely,

The Board of Trustees of the  
Construction and Specialized Workers' Union Local 1258  
Health and Welfare Trust Fund

# Important Notice

This booklet is for your general information only and is not the insurance policy. In the pages which follow, you will find a brief description of the benefits to which you and your dependant(s) are entitled to, the rules covering eligibility for these benefits and the procedures that should be followed in the event that it is necessary for you or your dependant(s) to make a claim. The final determination of any claim, question or problem that may arise will be governed by the Group Policies issued by The Great-West Life Assurance Company (31228), the Chubb Life (AB10406502 and CI20002401), Homewood Health, and RSA Travel Insurance Inc. (1057425) and by applicable law.

**In the event of any variation or discrepancy between the information in this booklet and the provisions of the policies, the latter will prevail.**

# Protecting Your Personal Information

The insurance companies listed on the previous page and the Plan Administrator, Coughlin & Associates Ltd. recognizes and respects every individual's right to privacy. When you apply for coverage or benefits, a confidential file of personal information is established.

The Plan Administrator, Coughlin & Associates Ltd. and the insurance companies use the information to administer the Group Benefit Plan under which you are covered. This includes many tasks, such as:

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

Access to information in your file is limited to the staff of the insurance companies and Coughlin & Associates Ltd., or any authorized persons who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law. Great-West Life, your health care provider, other insurance and reinsurance companies, and Coughlin & Associates Ltd. may also exchange information when the information is needed to administer the Group Benefit Plan.

# Privacy

Effective January 1, 2004, the Federal Personal Information Protection and Electronic Document Act (PIPEDA) governs the collection, use and disclosure of all personal data by all Canadian commercial organizations. Thus, every transaction involving the handling of personal data (collection, use, transfer, disclosure, storage, accessing, processing, etc.) has to be conducted in accordance with the Act.

In conjunction with the Insurers, Coughlin & Associates Ltd. are committed to respecting your right to privacy and safeguarding your personal information. For more information regarding the Insurers' privacy policies or Coughlin's privacy policy, please contact Coughlin & Associates Ltd. directly or via the website [www.coughlin.ca](http://www.coughlin.ca) for Coughlin's privacy policy.

# Highlight of Benefits

## PARTICIPANTS

### Life Insurance

Benefit.....	Under age 67	\$75,000
.....	Age 67 – 70	\$37,500
Coverage ceases .....	at age 71	

Please refer to the *Life Insurance* section for complete details.

### Accidental Death & Dismemberment (AD&D) Insurance

Principal Sum .....	Under age 67	\$75,000
.....	Age 67 – 70	\$37,500
Coverage ceases .....	at age 71	

Please refer to the *Accidental Death and Dismemberment Insurance* section for complete details.

### Long Term Disability (LTD)

Benefit.....	\$1,500/month	
- direct offsets (WCB, CPP Disability)		
- all-source limitation is 85%		
- non-taxable		
Qualifying Disability Period.....	112 days	
Maximum Benefit Period .....	to age 65, date of retirement, or date that you are no longer disabled	
Coverage ceases .....	at age 65	

Please refer to the *Long Term Disability* section for complete details.

### Critical Illness

Participants are eligible to a \$10,000 flat benefit once satisfying a 30 day survival period for any of 23 insured conditions. The Critical Illness benefit ceases at age 70. Please refer to the Critical booklet prepared by Chubb Life for further information.

## DEPENDANTS

### Dependant Life Insurance

Benefit.....Spouse \$10,000  
..... Each Child (over 14 days of age) \$5,000  
Coverage ceases ..... at age 71

Please refer to the *Dependant Life Insurance* section for complete details.

## PARTICIPANTS AND DEPENDANTS

### Optional Life Insurance

Coverage in units of \$10,000 to a maximum of \$500,000 for Participant and \$500,000 for Participant's spouse subject to medical questionnaire and approval by Insurer. Contact the Plan Administrator for more information.

### Optional Critical Illness

Coverage in units of \$5,000 to a maximum of \$150,000 for Participant and Participant's spouse subject to Medical Questionnaire and approval by Insurer. Contact the Plan Administrator for more information.

### Healthcare

Deductible.....\$20/person or family/ calendar year  
Co-Insurance (all eligible expenses) .....100%  
Coverage ceases ..... depletion of Hour Bank and/or self-pay period

#### *Benefit Maximums*

Hospital ..... Semi-private room and board  
Prescription Drugs .....\$2,000/family/benefit year  
(Benefit Year: April 1 – March 31)  
Smoking Cessation Products ..... \$500/person/lifetime  
Nursing .....\$25,000/person/calendar year  
Paramedical Services .....\$500/person/calendar year/specialist  
Physiotherapy ..... \$600/person/calendar year  
Psychologist Services ..... \$800/person/calendar year  
Visioncare  
Lenses, Frames and prescribed Safety glasses ..... \$400/person/24 months



Lenses, Frames or Contact Lens ...\$400/dependent under 19/12 months  
 Laser Eye Surgery (Members only) ..... \$2,000 lifetime maximum  
 Eye Examinations ..... \$80/person/24 months  
 Visual Training/Remedial Therapy ..... \$400/person/24 months  
 ..... \$400/Dependent under 19/12 months

Please refer to the **Healthcare Benefits** section for complete details.

**Best Doctor’s**

Access to latest technologies, opinions of world class medical specialists and clinical guidance to confirm a diagnosis or suggest most effective treatment by drawing on global database of peer ranked specialists.

Please refer to the **Best Doctor’s** section for complete details.

**Travel Medical Emergency**

For emergency treatment & coverage while traveling outside of Province of residence

Deductible..... nil  
 Maximum Duration.....60 days  
 (top up insurance available for longer period of travel)  
 Maximum Benefit ..... \$5,000,000/person/trip  
 Coverage Ceases .....no later than age 71

Please refer to the **Travel Medical Emergency** booklet provided by RSA Travel Insurance Inc., for further information.

**Member and Family Assistance Program**

Benefit.....individual short-term counselling for a variety of life’s challenges via Homewood Health

Please contact the Administrator for more information regarding this benefit or contact Homewood Health directly at 1-800-663-1142.

**Dentalcare**

Deductible.....\$25/person or family/calendar year  
 Co-Insurance  
 - Basic Services.....100%  
 - Major Services .....80%  
 - Orthodontic Services .....50%

*Benefit Maximums*

Basic & Major Expenses (combined).....	\$2,000/person/calendar year
Orthodontic Expenses.....	\$2,500/person/lifetime (dependant children 6 -18 years of age only)
Fee Guide.....	2018 MDA Fee Schedule
Coverage ceases .....	depletion of Hour Bank Account and/or self-pay period

Please refer to the ***Dentalcare Benefits*** section for complete details.

**The benefits listed above are subject to Trustee review from time to time and may change at the discretion of the Board of Trustees.**

# General Information

The Plan is administered by the Board of Trustees who retains the services of Coughlin & Associates Ltd. to perform this function.

For each Participant, an account is kept by the Plan Administrator that shows hours worked for a Contributing Employer for which contributions have been made for the purpose of Group Benefits. This account is called an Hour Bank Account.

## Initial Eligibility

For Life, Dependant Life, Accidental Death & Dismemberment (AD&D) Insurance, Critical Illness (CI), Employee and Family Assistance Program, and Long Term Disability Income (LTD), you will become eligible for coverage **on the first day following the date on which you have accumulated 290 hours of work within six (6) consecutive months.**

For Healthcare (including Best Doctor's), Dentalcare, and Travel Medical Emergency you will become eligible for coverage **on the first day following the month on which the administrator has received 290 hours of work (hours may vary slightly depending on the hourly rate of contribution) within six (6) consecutive months.**

Office Staff will be eligible for coverage on the first day following three (3) consecutive months of employment.

If you are unable to work when coverage becomes effective, the effective date of coverage will be postponed until you are able to work.

**Also, an enrolment card must be completed to be eligible to receive benefits.**

## Special Note On Effective Date

The effective date of coverage for any Participant (or dependant) shall be the date on which he/she qualifies for coverage in accordance with the above rules. No coverage or payments are to be made for days of hospitalization which occurred prior to the effective date or for medical or surgical services rendered prior to the effective date.

You must be actively at work when coverage takes effect, otherwise the coverage will not be effective until you return to work.

**NOTE: Each eligible Union Member is responsible for knowing what his/her Hour Bank Account balance is at any time.**

### **Ongoing Eligibility**

Each month 145 hours (hours may vary depending on the hourly rate of contribution) will be deducted from the Participant's Hour Bank Account. For Office Staff, the hours worked should equate to the monthly deduction as there may not be an accumulation of hours worked.

The number of hours in the Union Member's Hour Bank Account may not exceed 1,740 hours (enough to provide (12) twelve months of coverage). Excess hours will be credited to the general reserves of the Fund.

A Permit Worker can accumulate hours worked in excess of the monthly deduction; however, upon the date of termination or lay-off, the balance in the Hour Bank Account is forfeited to general reserves of the Trust Fund unless the Permit Worker becomes a Union Member in good standing with an applicable Local Union.

### **Eligible Participants**

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

#### Union Members

Members in good standing with Local Union 1258 on whose behalf contributions are being made in accordance with the terms of the Collective Agreement to the Construction and Specialized Workers' Union Local 1258 Health & Welfare Trust Fund.

#### Permit Workers

Employees of Contributing Employers on whose behalf contributions are being made to the Construction & Specialized Workers' Union Local 1258 Health & Welfare Trust Fund and are not Members of an applicable Local Union under the Construction and Specialized Workers' Union Local 1258 or any reciprocating Local will be eligible for benefit coverage while working for a Contributing Employer.

#### Office Staff

Office Staff of Local Union 1258 and Employees of Contributing Employers (support staff) on whose behalf contributions are made to the Construction and Specialized Workers' Union Local 1258 Health & Welfare Trust Fund and are not Members of an applicable Local Union

under the Construction and Specialized Workers' Union Local 1258 or any reciprocating Local will be eligible while working for an applicable Local Union or Contributing Employer.

### Retired Members

A Union Member, in good standing with Local Union 1258, is considered retired when he/she has attained age 50 or older and has identified retirement to the Plan Administrator by withdrawing his/her funds from the Pension Trust Fund.

### **Eligible Dependants**

Eligible dependants under this Plan shall cover:

- Your legal spouse or common-law spouse (including same-sex partner) who is living in a conjugal relationship with you for a minimum period of twelve (12) consecutive months immediately prior to the date on which a claim arose. Divorced or separated spouses (with or without a court order or separation agreement) are **not** eligible for coverage.
- Your unmarried children or your spouse's unmarried children who are chiefly dependant on you for support provided they are:
  - under 21 years of age (and over the age of 14 days for dependant life insurance), or
  - 21 years of age or over who are registered students in full-time attendance at a university or similar institution, however, Travel Medical Emergency coverage via RSA ceases at age 26.
- Your unmarried children or your spouse's unmarried children who are physically disabled or mentally incapable of self-support beyond the limiting age may have coverage continued under the Healthcare and Dentalcare benefits while remaining incapacitated and unmarried, subject to your own coverage continuing in effect. To continue coverage for a child under this provision, proof of incapacity must be received by the Plan Administrator within thirty-one (31) days after dependant coverage would otherwise terminate. Additional proof will be required from time to time.

### **Continuation of Health Benefits for Dependants**

In the event of your death while insured, the Healthcare (including Best Doctor's), Dentalcare, Employee and Family Assistance Program, and

Travel Medical Emergency benefits for your dependants will be continued for a period of twenty-four (24) months. If your surviving children cease to qualify as eligible dependants (as defined earlier in this booklet), coverage will terminate on the date they no longer qualify or on the date the policy or benefit terminates, whichever is earlier. Your surviving spouse shall cease to qualify once remarried or on the date the policy or benefit terminates, whichever is earlier.

## **Reinstatement of Eligibility**

If a Union Member's benefit coverage had previously terminated because of insufficient hours in his/her Hour Bank Account, and the Union Member has not been out-of-benefit for a period exceeding six (6) consecutive months, the Union Member will again become insured for Life, Dependant Life, Accidental Death and Dismemberment, and Long Term Disability Income coverage on the first day of the month in which he/she has accumulated 145 hours within six (6) consecutive months in the Hour Bank Account.

The Union Member will also be eligible for Healthcare (including Best Doctor's), Dentalcare, Employee Family Assistance Program, and Travel Medical Emergency coverage on the first day of the month following the month in which he/she has accumulated 145 hours within six (6) consecutive months. A statement will be mailed to you advising when your Hour Bank Account falls below 145 hours; otherwise, you will have to meet the original eligibility requirements as though you were a new Participant in the Plan.

## **Retired Members Returning to Work**

If a Retired Member returns to work and meets the reinstatement eligibility requirements of accumulating 145 hours in his/her Hour Bank Account, provided hours are worked in six (6) consecutive months, the Retired Member would be eligible for all benefit coverage (including Disability coverage) subject to the benefit age restrictions.

## **Changes in Insurance**

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

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

## **Change in Amounts of Insurance**

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

## **Termination of Benefits**

Unless otherwise specified in this booklet, benefit coverage for you and/or your dependants will terminate:

- **Union Member:** at the end of the month wherein you do not have at least 145 hours in your Hour Bank Account. However, you may arrange to have your benefit coverage continued on a self-paying basis. The Plan Administrator will contact you with the required self-pay amount. Please refer to the Extension of Coverage by Self-Payments section for further information.
- **Permit Workers and Office Staff (support staff):** at the end of the month following the date of termination of employment or lay-off (except for Long Term Disability coverage which ceases immediately). Permit Workers are not eligible to make self-payments; however, please refer to the Extension of Coverage by Self-Payments section for further information on Office Staff self-paying policy.
- **Retired Member:** upon depletion of your Hour Bank Account and self-pay period. Please refer to the Extension of Coverage by Self-Payments section for further information.
- For specific benefits: if you reach the benefit age restriction, please refer to the Highlight of Benefits section.

- If you cease to be a Participant in an eligible class.
- If you enter military service.
- If the Group Policy terminates.
- For the dependant, once they no longer qualify as an eligible dependant. (Please refer to Eligible Dependants section.)

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

A **Union Member** whose benefit coverage is terminated due to insufficient hours in his/her Hour Bank Account may continue to have coverage for themselves and any eligible dependants by making monthly self-payments to the Plan for thirty (30) consecutive months for all benefits (**excluding Long Term Disability**).

A **Retired Member** who is depleting his/her Hour Bank Account has coverage for all benefits (except Long Term Disability). Upon depletion of the Hour Bank Account, the Retired Member may make twelve (12) consecutive monthly self-payments for all benefits (excluding Long Term Disability) subject to benefit age restrictions. **Retired members and retired office staff** who have been insured under the Plan for a minimum of 5 years may self-pay for all benefits (excluding Long Term Disability) for 36 months following depletion of their Hour Bank Account.

Eligibility to self-pay is contingent upon the Participant being in good standing with Local Union 1258.

Before your benefit coverage terminates, the Plan Administrator will inform you of your option to continue your benefit coverage through the self-pay option.

## **Monthly Statements**

Each month a statement is mailed to each Participant. This statement will show the Participant's benefit status, the contributions, and the previous and present months' Hour Bank Account balances. It should be noted that an amount is deducted (refer to Ongoing Eligibility) from your Hour Bank Account balance each month to pay the premium for your coverage.

If there are insufficient hours in your Hour Bank Account, the statement will show the amount required to pay on a "self-pay basis". If the required amount is not paid, the next statement will show you as being



out of benefit with a final option to self-pay. If self-payments are not made when required, your coverage will not again become effective until you have satisfied the reinstatement requirements.

**In order to ensure you are receiving this statement regularly it is necessary to promptly inform the Plan Administrator of any change of address.**

## **Disability Claims**

**All disability claims should be recorded with Coughlin & Associates Ltd., Great-West Life, and Chubb Life regardless of whether or not you are eligible to receive Workers' Compensation, Auto Insurance or E.I. Disability Benefits. This recording will assist you should your claim with these agencies be declined either immediately or at a future date. In addition, proper application will be made relative to a Waiver of Life Insurance Premium which is required within twelve (12) months of the date of initial disability.**

## **Disability Provisions**

### *Disabled Union Member*

If a Union Member has been disabled and has been receiving Workers' Compensation, Auto Insurance, Weekly Disability Income Benefits, etc., for at least two (2) weeks in any calendar month, no deduction will be made from the Hour Bank Account\*. In other words, the Hour Bank Account will be **"frozen"**. Coverage on this basis is available for a maximum period of three (3) consecutive months. Following three (3) consecutive months of coverage, a Disabled Union Member can deplete his/her Hour Bank Account and self-pay for thirty (30) consecutive months, with further twelve (12) month extensions up to age 65, subject to an annual review and approval by the Board of Trustees. This provision is subject to Trustee review from time to time and may change at the discretion of the Board of Trustees.

*\*Providing the Plan Administrator receives written verification of the disability claim.*

### *Disabled Permit Worker or Office Staff (Support Staff)*

A disabled Permit Worker or Office Staff (support staff) may have coverage extended for thirty (30) consecutive months provided the required monthly contributions are remitted to the Trust Fund on his/her behalf.

## **Reciprocal Agreements**

### ***Construction and Specialized Workers' Union Local 1258 Members***

Union Members working in a jurisdiction other than Local Union 1258, and on whose behalf contributions are being made to a Health and Welfare Trust Fund which has entered into a reciprocal agreement with the Construction and Specialized Workers' Union Local 1258 Health and Welfare Trust Fund should complete a Transfer Authority form and advise the respective Local Union or Plan Administrator to reciprocate contributions to their "Home Fund". This will maintain coverage under the Construction and Specialized Workers' Union Local 1258 Health and Welfare Trust Fund.

### ***Travel Card Members***

Employees of Employers on whose behalf contributions are made but who are Members of other Local Unions, and whose Funds have entered into a reciprocal agreement with the Construction and Specialized Workers' Union Local 1258 Health and Welfare Trust Fund **will not** be eligible for benefits but will have all contributions made on their behalf reciprocated to their "Home Fund" after they complete the Transfer Authority form available at the respective Local Union offices.

## **Third Party Liability**

If you or your dependant has the right to recover damages from any person or organization with respect to which benefits are payable by the Insurer, you will be required to reimburse the Insurer in the amount of any benefits paid out of the damages recovered.

The term "damages" will include any lump-sum or periodic payments received with respect to (1) past, present or future loss of income; and (2) any other benefits otherwise payable by the Insurer.

If you or your dependant receives a lump-sum payment under judgement or settlement for benefits which would otherwise be payable by the Insurer, no further benefits will be paid by the Insurer until the benefits that would otherwise be payable equal the amount of the lump sum.

If a claim for damages is settled before trial, you will be required to reimburse the Insurer the amount that reasonably reflects the loss of benefits that would otherwise be payable by the Insurer.

You or your dependant must notify the Plan Administrator of any action commenced against a third party and of any judgement or settlement in the circumstances described above.

**IMPORTANT: REPORT ALL CHANGES OF BENEFICIARY, DEPENDANT STATUS, AND ADDRESS AS SOON AS POSSIBLE TO THE ADMINISTRATOR.**

# Life Insurance

## Amount of Benefit

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

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

## Coverage Ceases

For Union Members, coverage ceases at the earlier of age 71, following the depletion of your Hour Bank Account and/or self-pay period, or if you are no longer a Member in good standing with Local 1258.

For Permit Workers and Office Staff (support staff), coverage ceases at the earlier of the date of termination of employment, lay-off, self-pay period if eligible, retirement or age 71.

## Waiver of Premium for Disability

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

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

## Conversion Privilege

If your Life Insurance coverage terminates, you may be eligible to apply for an individual conversion policy without providing proof of your

insurability. You must apply and pay for the first premium no later than thirty-one (31) days after your group insurance terminates. Please contact the Plan Administrator for more details.

# Dependant Life Insurance

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

## Coverage Ceases

For Union Members, coverage ceases at the earlier of age 71, following the depletion of your Hour Bank Account and/or self-pay period, or if you are no longer a Member in good standing with Local 1258.

For Permit Workers and Office Staff (support staff), coverage ceases at the earlier of the date of termination of employment, lay-off, self-pay period if eligible, retirement or age 71.

## Waiver of Premium for Disability

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

## Conversion Privilege

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

# **Accidental Death and Dismemberment**

**(Underwritten by Chubb Life)**

## **Coverage**

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

## **Coverage Ceases**

Your Accidental Death & Dismemberment coverage terminates at the earlier of age 71, following depletion of your Hour Bank Account and/or self-pay period, or if you are no longer a Member in good standing with Local Union 1258.

For Permit Workers and Office Staff (support staff), coverage ceases at the earlier of the date of termination of employment, lay-off, self-pay period if eligible, retirement or age 71.

## **Benefit Amount**

You are entitled to the Principal Sum or a portion thereof, as outlined on the next page. The amount of benefit depends on the loss suffered by you and is limited to the percentage of the Principal Sum shown in the Schedule of Losses.

## **Waiver of Premium for Disability**

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

## **Conversion Privilege**

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

## Schedule of Losses

### Accidental Death & Dismemberment

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

	<b>Percentage of Benefit Amount</b>
Loss of Life.....	100%
Loss of Entire Sight of Both Eyes.....	100%
Loss of One Hand and One Foot.....	100%
Loss of Use of One Hand and One Foot.....	100%
Loss of One Hand and Entire Sight of One Eye.....	100%
Loss of One Foot and Entire Sight of One Eye.....	100%
Loss of Speech and Hearing in Both Ears.....	100%
Brain Death.....	100%
Loss of Both Arms, Both Hands, Both Legs or Both Feet.....	200%
Loss of Use of Both Arms, Both Hands, Both Legs or Both Feet.....	200%
Quadriplegia.....	200%
Paraplegia.....	200%
Hemiplegia.....	200%
Loss of One Arm or One Leg.....	75%
Loss of Use of One Arm or One Leg.....	75%
Loss of One Hand or One Foot.....	75%
Loss of Use of One Hand or One Foot.....	75%
Loss of Entire Sight of One Eye.....	75%
Loss of Speech or Hearing in Both Ears.....	75%
Loss of Thumb and Index Finger of Same Hand.....	33 1/3%
Loss of Use of Thumb and Index Finger of Same Hand.....	33 1/3%
Loss of Four Fingers of Same Hand.....	33 1/3%
Loss of Hearing in One Ear.....	33 1/3%
Loss of All Toes of Same Foot.....	25%

"Loss" shall mean with respect to hand or foot, the actual severance through or above the wrist or ankle joint; with respect to arm or leg, the actual severance through or above the elbow or knee joint; with respect to eye, the total and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid



or device; with respect to thumb and index finger or four fingers, the actual severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand); with regard to toes, the actual severance through or above the metatarsophalangeal joints (the joints between the toes and the foot) of the same foot. If an Insured Person suffers complete severance of a hand, foot, arm or leg as described above, then Chubb Life will pay the amount specified in the Schedule of Losses even if the severed limb is surgically reattached, whether successful or not.

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

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

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

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

### **Repatriation Benefit**

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

### **Rehabilitation Benefit**

When injuries result in a payment being made by Chubb Life under any

benefit excluding the Loss of Life Benefit, Chubb Life will also pay the reasonable and necessary expenses actually incurred up to a limit of \$15,000 for special training of an Insured Employee provided:

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

### **Family Transportation Benefit**

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

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

### **Spousal Occupational Training Benefit**

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

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

In the event an Insured Person sustain an injury which results in a

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

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

Benefit payments herein will not be paid unless:

- (i) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and
- (ii) vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both items 1 and 2 shall be 10% of an Insured Person's Principal Sum.

### **Day Care Benefit**

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

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

"Dependant Child" means the Employee's eligible unmarried natural, legitimate, illegitimate, adopted, step child or common law child who is principally dependant on the Employee or the Employee's Spouse for

financial support.

### **Special Education Benefit**

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

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

### **Bereavement Benefit**

When injuries covered by the policy result in loss of life of an Insured Person within 365 days from the date of the accident, Chubb Life will pay the reasonable and necessary expenses actually incurred by the spouse and dependent children of an Insured Person for up to 6 sessions of grief counseling, by a "Professional Counsellor", subject to a maximum of \$5,000.

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

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

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

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

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

### **Cosmetic Disfigurement Benefit**

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

<b>Body Part</b>	<b>% of Principal Sum Payable</b>
Face, Neck, Head	10%
Hand & Forearm	25%
Either Upper Arm	15%
Torso (Front or Back)	35%
Either Thigh	10%
Either Lower Leg (below knee)	25%

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

## **Seat Belt Benefit**

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

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

## **Identification Benefit**

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

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

The reimbursement of such expenses incurred is subject to the accidental Loss of Life benefit being subsequently payable in accordance with the terms of the policy following the identification of the body as an Insured Person. The maximum amount payable will not exceed \$15,000 for all such expenses.

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

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

## **Exposure and Disappearance**

Loss resulting from unavoidable exposure to the elements shall be

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

## **Funeral Benefit**

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

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

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

# Long Term Disability

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

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

## Description of Benefit

You will begin receiving disability payments after you have been continuously and totally disabled for a qualifying period of 112 days. Payments are made at the end of each month and continue as long as you are totally disabled, even if the Group Policy terminates, but not beyond the date that you attain 65 years of age, or the date that you are no longer disabled.

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

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



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

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

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

### **Amount of Benefit**

The Benefit Amount is outlined in the Highlight of Benefits section.

### **Other Income**

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

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

It should be noted that the Disability payment from this Plan may be reduced so that the monthly Disability and Retirement Income which you received, or are entitled to from all sources does not exceed eighty-five (85%) of your pre-disability net monthly earnings (earnings are net of income tax given that this benefit is non-taxable).

**You must apply for all benefits or income for which you may become eligible under any of the following sources with the exception of any retirement benefits (these will only be deducted if you are in receipt of such benefits).**

All sources of total monthly income includes:

- Long Term Disability benefits under this plan;
- Income from a Program of Rehabilitation;
- Income payable to the Participant under a pension or retirement plan of the employer, or any plan or arrangement resulting in the payment of any salary, wage or other payment by the employer to the Participant during the total disability;
- Income or benefit payable under:
  - a) any other plan or program provided to the Participant by or through the employer. Such plan or program includes any permanent and total disability benefit of group life insurance for which the Participant could have elected not to apply;
  - b) any other plan or program of any government or the Crown, or of any subdivision or agency of the government or the Crown, including any plan or program established pursuant to the Provincial Automobile Insurance Act. The Insurer shall not reduce the monthly benefit in respect of benefits payable by the Employment Insurance Commission.

**This benefit is non-taxable to the receiving Participant (excluding Members working under Pipeline Agreement given entirely Employer funded).**

### **Coverage Ceases**

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

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

### **Subrogation**

If you are entitled to recover compensation for loss of income from a third party as a result of the incident which caused or contributed to the

disability, and for which benefits are paid or payable, the Insurer will be subrogated to all rights of your recovery for loss of income to the extent of the sum of benefits paid or payable by the Insurer. You shall execute such documents as required by the Insurer.

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

Should you choose to settle the matter prior to judicial determination, you understand that the sum reached in settlement will be deemed to be full compensation for loss of income, and the Insurer's right of subrogation will apply.

### **Waiver of Premium**

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

### **Rehabilitation**

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

### **If your Long Term Disability Benefit Terminates**

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

### **Conversion Privilege**

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

## Exclusions and Limitations

No benefits are paid for:

- A disability that begins before your insurance starts or after it ends.
- A disability arising from a disease or injury for which medical care was received before your insurance started. This limitation does not apply if your disability starts after you have been continuously insured for one (1) year, or you have not had medical care for the disease or injury for a continuous period of ninety (90) days ending on or after the date your insurance took effect.
- Disability arising from war, insurrection, or voluntary participation in a riot.
- Any period of prison confinement.
- Any period in which you do not co-operate with an approved rehabilitation plan or program. Depending on the severity of the condition, the Plan may require you to be under the care of a specialist. For substance abuse, treatment must include participation in a recognized substance abuse withdrawal program.
- Any twelve (12) month period during which you do not live in Canada for at least six (6) months.

# Healthcare Benefits

Your Healthcare Benefits are designed to assist you with the payment of your medical bills; they do not pay the total cost of medical services and supplies. In effect, the Insurance company shares with you the payment of your medical bills. The Healthcare Benefits cover only those expenses which are considered reasonable and customary for the service provided, in the area where the expenses are incurred, provided you are a resident of Canada.

The Healthcare benefits consist of three types of expenses: Hospital Expenses, Medical Expenses and Visioncare Expenses.

- You are responsible for the Healthcare deductible as outlined in the Highlight of Benefits section. The Healthcare deductible is that portion of the Eligible Expenses that is deducted from your first eligible claim submitted in any calendar year. Once the deductible has been settled, all Eligible Expenses will be reimbursed to the applicable maximums as listed in the Highlight of Benefits section.
- The Healthcare deductible will be applied to the following calendar year, should you incur expenses in the last 3 months of that calendar year and no claims were paid for that calendar year.
- The maximum benefit for each person is unlimited for the Hospital and Medical Expenses except where specific coverage maximums are noted elsewhere within these pages.

## Coverage Ceases

For Union Members, coverage ceases at retirement following the depletion of your Hour Bank Account and/or the self-pay period, or if you are no longer a Member with Local 1258.

For Permit Workers and Office Staff (support staff), coverage ceases upon the earlier of the date of termination, self-pay period if eligible, lay-off or retirement.

## Eligible Expenses

The expenses for the following services and supplies are covered by your Healthcare Benefits:

**Hospital Expenses:**

*(In addition to those paid by your Provincial Health plan)*

- Convalescent hospital care provided the confinement is:
  - i) recommended by your physician
  - ii) is not for custodial care, and
  - iii) follows a 3-day confinement in a hospital as a registered bed-patient and is for the same condition.
- Semi-Private Hospital Room and Board accommodation.
- Nursing home accommodation for acute, convalescent, or palliative care (i.e. the government authorized co-payment).

**Medical Expenses:**

- Physicians' services for treatment provided outside the province in which you reside.
- Treatment by x-ray, radium and radioactive isotopes.
- Oxygen and its administration
- Blood transfusions
- Prescription drugs and medicines including oral contraceptives requiring the written prescription of a Physician, injectable drugs when administered by a Physician, preventative vaccines (excluding Physician fees).
- Services of a Registered Nurse, Licensed Practical Nurse or registered nursing assistant.
- Services of a licensed Physiotherapist, Chiropractor, Osteopath, Chiropodist, Podiatrist, Naturopath or Christian Science practitioner, Psychologist, Speech Therapist. The benefit maximums are identified in the Highlight of Benefits section.
- Ambulance (including licensed air ambulance).
- Medical equipment, when prescribed by a physician, either the rental cost, or at the Administrator's discretion, the cost of purchase; items

such as breathing equipment (i.e. CPAP machines or nebulizers), mobility aids (i.e. wheelchairs or canes), or other medical supplies such as hospital beds, bathtub rails, shower chairs, or intraocular lens following cataract surgery.

- Splints, trusses, braces, crutches, casts, artificial limbs and eyes and any other prosthetic devices required as medically necessary.
- Surgical brassieres maximum 2 per person every 12 months.
- Orthopedic Shoes or orthotics prescribed by a licensed physician which are specifically designed and constructed for the individual. \$300/person/12 months.
- Diabetic supplies such as insulin, insulin syringes, lancets, insulin injection devices such as Novolin-pens and test strips.
- Prescribed, custom-made graduated compression hose. Maximum 4 pairs/person/calendar year.
- Prescribed colostomy and ileostomy supplies.
- Blood glucose monitoring machines. Maximum 1 machine/person/48 months.
- Transcutaneous nerve stimulators for the control of chronic pain, when prescribed by a physician. Maximum \$700/person/lifetime.
- Hearing Aids prescribed by a licensed physician. Maximum \$800 every 60 months.
- Dental surgery performed out of hospital for certain specific procedures. Please contact the Plan Administrator for more details.

### **Visioncare Expenses:**

This component of the Healthcare Benefits is designed to assist you with the payment of your eyecare expenses when prescribed by an ophthalmologist or optometrist. It does not necessarily pay the total cost of eyecare services and supplies. In effect, the Insurance company shares with you the payment of these expenses. Visioncare Expenses covered by your Healthcare Benefits are only those expenses which are considered reasonable and customary for the service provided in the area where the expenses are incurred.

The following items are Eligible Expenses under this provision are subject to the benefit maximums outlined in the Highlight of Benefits section.

- Routine eye examinations.
- Eyeglass frames and lenses (including prescribed safety glasses) or laser eye surgery, when performed by a licensed ophthalmologist up.
- Laser Eye Surgery.
- Contact lenses (up to \$375/person/lifetime if prescribed). The regular surface of the lens of the eye (the cornea) is impaired in some way, and visual acuity can be improved to at least a 20/40 level with contact lenses but not with ordinary glasses.
- Visual Training / Remedial Therapy

### **Exclusions and Limitations**

The list of eligible expenses shall not include the following:

- Cosmetic surgery or hospital confinement for cosmetic surgery, except to correct deformities resulting from illness or injury or such congenital defects that interfere with function. Also, services and supplies received primarily for cosmetic purposes are not covered;
- Dental services, except as noted;
- Injury or illness due to war or related to engaging in a riot or insurrection;
- Hearing tests;
- Pregnancy tests;
- Routine medical examinations;
- Eye tests or examinations requested by an employer, school or government for screening purposes;
- Sunglasses;



- Delivery and transportation charges;
- Services and supplies which are required for recreation or sport but which are not medically necessary for regular activities;
- Charges which are considered an insured service of any provincial government plan;
- Charges for general health examinations, and examinations required for use of a third party;
- Accommodation in a personal care home;
- Hospital or nursing care for conditions where significant improvement or deterioration is unlikely within the next 12 months (i.e. chronic care);
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for any medical treatment or surgical procedure by a physician other than as provided under Out of Province Referral Expenses;
- Charges for transport or travel, other than as specifically provided under Eligible Expenses;
- Charges not specified in the foregoing list of eligible medical expenses;
- Charges for services or supplies which are furnished without the recommendation and approval of a physician acting within the scope of this license;
- Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;
- Charges which are from an occupational injury or disease covered by any Workers' Compensation law or similar legislation;

- Charges which would not normally have been incurred but for the presence of this insurance or for which you are not legally obligated to pay;
- Charges which the Insurer is not permitted, by any law or regulation, to cover;
- Charges for dental work wherein a third party is responsible for payment of such charges;
- Charges for bodily injury resulting directly or indirectly from war or an act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- Charges for services or supplies resulting from any intentionally self-inflicted wound;
- Charges for drugs, sera, injectable drugs or supplies which are not approved by Health Canada or are experimental or limited in use whether or not so approved;
- Charges for homeopathic preparations, drugs for erectile dysfunction. Any costs for the administration of an injection or vaccine.
- Charges for experimental medical procedures or treatment not approved by the Canadian Medical Association or the appropriate medical specialty society;
- Charges made by a physician for travel, broken appointments, communication, costs, filling in of forms, or physicians supplies.

# Diagnostic and Treatment Support Services (Best Doctor's Service)

This service is designed to allow you, your dependents and your attending physician or specialists' access to the expertise of world-class specialists, resources, information and clinical guidance.

If you or your dependents are diagnosed with a serious medical condition for which there is objective evidence, or if your physician or you or your dependent suspect you have this condition, you can access this service. This service is made up of a unique step-by-step process that may help address questions or concerns about a medical condition. This may include confirming the diagnosis and suggesting the most effective treatment plan by drawing on a global database of up to \$50,000 peer-ranked specialists.

## How It Works

- You or your dependent can access diagnostic and treatment support services by calling 1-877-419-BEST (2378) toll-free.
- You will be connected with a member advocate who will be dedicated to your case and will provide support through the process. The member advocate will take the necessary medical history and answer your questions. Any information provided is not shared with either your employer or the administrator of your health plan.
- Based on the information and questions, the member advocate determines the optimal level of service for you or your dependent.
- The member advocate may provide information, resources, guidance and advice individually tailored to meet your health needs. They can also help identify individual community supports and resources available.
- If it is appropriate, the member advocate may arrange for an in-depth review of your medical file to assist in confirming the diagnosis and help develop a treatment plan. This review may include collecting, deconstructing and reconstructing medical records, pathology retesting and analyzing

- test results. A written report outlining the conclusions and recommendations of the specialists will be forwarded to you and your physician. On average, this process takes 6 to 8 weeks. Timeframes may vary depending on the complexity of the case and the amount of medical records to collect.
- If you decide to seek treatment by a different physician, the member advocate can help identify the specialist best qualified to meet your specific medical needs. Expenses incurred for travel and treatment are not covered by this service.
- If you decide to seek treatment outside Canada, the member advocate can arrange referrals and can help book accommodations. The member advocate can also access hospital and physician discounts, arrange for forwarding of medical information and monitor the treatment process. Expenses incurred for travel and treatment are not covered by this service.

**Note:** These services are not insured services. Great-West Life is not responsible for the provision of the services, their results, or any treatment received or requested in connection with the services.

# Dentalcare Benefits

## Benefit

You are responsible for the Dentalcare deductible as outlined in the Highlight of Benefits section. The Dentalcare deductible is that portion of the Eligible Expenses that is deducted from your first eligible claim submitted in any calendar year. Once the deductible has been settled, all Eligible Expenses will be reimbursed as per the co-insurance and benefit maximums listed in the Highlight of Benefits section.

## Coverage Ceases

For Union Members, coverage terminates at retirement following the depletion of your Hour Bank Account and/or the self-pay period, or if you are no longer a Member with Local 1258.

For Permit Workers and Office Staff (support staff), coverage ceases upon the earlier of the date of termination, self-pay period if eligible, lay-off or retirement.

## Pre-Authorization Form

If your dentist recommends a course of treatment which is expected to cost more than \$500, ask your dentist to complete a treatment plan and submit it to the Plan Administrator (Coughlin & Associates Ltd.). They will calculate the benefits payable for the proposed treatment so you will know in advance the portion of the cost you will have to pay. The calculation is valid for sixty (60) months.

## Eligible Expenses

### Basic Treatment

The following preventative services are covered no more than once in any calendar year provided that a period of at least eleven (11) consecutive months has elapsed since the last time such service was rendered:

- oral examination;
- polishing of teeth;
- bite-wing x-rays;
- topical application of fluoride solutions

- Complete examination, once every 3 years.
- Full mouth series of x-rays, provided that a period of at least twenty-four (24) consecutive months has elapsed since the last series of x-rays was performed.
- Extractions and alveolectomy at the time of tooth extraction.
- Amalgam, silicate, acrylic and composite fillings.
- Dental surgery including diagnostic x-ray and laboratory procedures.
- General anesthesia in relation to dental surgery.
- Endodontic treatment (root canal therapy).
- Periodontic treatment (treatment for gum disease).
- Necessary treatment for relief of dental pain and the cost of medication and its administration when provided by injection in the dentist's office.
- Space maintainers for missing primary teeth, and habit-breaking appliances.
- Consultations required by the attending dentist.
- Dentures, relines and rebases to existing dentures.

### **Major Treatment**

- Provisions of crowns.
- Implant dental surgery and related oral surgical services such as abutment insertion, ridge augmentation, bone preservation; implant related periodontal surgery; and subsequent implant retained appliance.
- Initial prosthodontic appliances (i.e. fixed bridge restorations, removable partial or complete dentures) are covered only when the appliances are required because at least one additional natural tooth

was necessarily extracted after the date the insured's coverage became effective.

- Replacement of an existing prosthodontic appliance is covered when:
  - the replacement appliance is required because at least one natural tooth was necessarily extracted after the date the insured's coverage became effective and the existing appliance could not have been made serviceable. If the existing appliance could have been made serviceable, only the expense for that portion of the replacement appliance which replaces the teeth extracted after the insured's coverage became effective will be covered.
  - the existing appliance was installed after the date the individual first became insured and the existing appliance must be 5 years old and cannot be made serviceable; or
  - the existing appliance was installed while being insured under the Plan at least five years prior to its replacement and the existing denture cannot be made serviceable; or
  - the replacement appliance replaces an existing appliance which was temporarily installed after the date the member first became insured under this Benefit Provision. In respect of the person requiring the replacement appliance, in this event such replacement appliance shall be considered a permanent (as opposed to temporary) installation.
  - the replacement appliance is required as the result of the installation of an initial opposing denture after the date the member became insured under this Benefit Provision in respect of the person requiring the replacement appliance.
  - the replacement appliance is required as the result of accidental dental injury which occurs after the date the member first became insured under this Benefit Provision in respect of the person requiring the replacement appliance.
- Repairs to existing dentures; repairs/ recementation or rebonding of onlays, crowns and bridgework.
- Procedures involving the use of gold if such treatment could not have been rendered at lower cost by means of a reasonable substitute consistent with generally accepted dental practice.

If such treatment could have been rendered at lower cost by means of a reasonable substitute, only the expenses that would have been insured for treatment by means of the reasonable substitute shall be covered.

### **Orthodontic Treatment**

- Orthodontic treatment (the correction of malocclusions) for dependant children who are at least 6 years of age but not more than 18 years of age at the time treatment commences.

### **Exclusions and Limitations**

Expenses incurred for the following shall in no event be Eligible Expenses:

- Services and supplies, or portions thereof, which are covered by a government health plan or any other government plan.
- Services and supplies for which a government or government agency prohibits the payment of benefits.
- Services and supplies provided by a dental or medical department maintained by the Employer, a mutual benefit association, labour union, trustee or similar type of group.
- Services and supplies required as the result of an intentionally self-inflicted injury, or as the direct result of war (declared or undeclared) or of engaging in a riot or insurrection.
- Services and supplies rendered for dietary planning for the control of dental caries, for plaque control, or for oral hygiene instructions.
- Services and supplies rendered principally for cosmetic purposes including, but not limited to, facings on crowns or pontics posterior to the second bicuspid.
- Services and supplies rendered for the correction of any congenital or developmental malformation.



- Services and supplies rendered for a full mouth construction, for a vertical dimension correction, or for correction of a temporal mandibular joint dysfunction.
- Dental treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature.
- Dentures which have been lost, mislaid or stolen.
- Charges for broken appointments or the completion of claim forms required by the Insurer.
- If alternate services may be performed for the treatment of a dental condition, the amount included as an Eligible Expense will be the amount specified for the least expensive service or supply which, as determined by the Insurer, will produce professionally adequate results.

# Healthcare Spending Account

## Purpose

The Trustees have implemented a Healthcare Spending Account (H.S.A.) with allocations made to Members in good standing with Local Union 1258.

Allocations are subject to the discretion of the Trustees, subject to the financial stability of the Plan, C.R.A. regulations, etc. If you are entitled to an H.S.A. allocation this H.S.A. will assist Union Members and their families in offsetting Healthcare and Dentalcare expenses incurred above and beyond the coverage presently provided by the Construction & Specialized Workers Union Local 1258 Health & Welfare Trust Fund (i.e. coverage not included in Plan parameters and expenses in excess of Plan maximums).

## Claims Procedures

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

## Eligibility

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

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

## **Termination**

In the event of termination of Membership from Local Union 1258, the remaining Healthcare Spending account balance will be immediately forfeited to the Trust Fund.

## **Death**

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

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

## **Reinstatement**

Reinstatement of a Union Member's Healthcare Spending Account is not applicable as it is a requirement that a Member maintain a positive status with Local Union 1258 at all times.

## **Marital Separation / Divorce**

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

## **List of Eligible Medical Expenditures**

A list of eligible medical expenses is available via the Plan Member Portal on the Plan Administrator's website at [www.coughlin.ca](http://www.coughlin.ca), or alternatively, directly on the Canada Revenue Agency website under "Details of Medical Expenses".

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

# Co-Ordination of Benefits

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

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

## Order of Benefit Payment

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

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

- For Claims incurred by you or your Dependant Spouse:

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

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

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

- The Plan where the person is covered as a retiree.
- For Claims incurred by your Dependant Child:

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

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

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

### **Submitting a Claim for Co-ordination of Benefits**

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

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

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

# How to Make a Claim

## Time Limitations

### Life Insurance

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

### AD&D

Notice of claim must be submitted within thirty (30) days of the accident, and proof of claim submitted within ninety (90) days of the accident.

However, these time limitations may be extended up to twelve (12) months from the date of accident, if deemed not reasonably possible to provide notice or proof within the applicable period.

### Major Medical, Visioncare and Dentalcare

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

### Long Term Disability Income

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

## Coughlin Plan Member Portal

You can log in to the Coughlin Plan Member Portal at [www.coughlin.ca](http://www.coughlin.ca) and view your personal benefits and claims account. You can:

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

## Pre-Authorized Deposit (PAD)

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

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

- Print the PAD form from the Coughlin Plan Member Portal or at [www.coughlin.ca](http://www.coughlin.ca).
- Complete and return the form with a void cheque to Coughlin.

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

### **Extended Health Care Claims**

If you incur eligible extended health care expenses, complete the appropriate claim form and return it, along with any original receipts, to Coughlin & Associates Ltd. In co-ordination of benefits situations where Coughlin is the secondary payer, the original explanation of benefits form of the primary insurer and copies of the relevant receipts or dental claim forms must be submitted.

Claim forms may be obtained from the Administrator or Union Office or from Coughlin's website at [www.coughlin.ca](http://www.coughlin.ca).

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

### **Dental Claims**

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

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

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



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

The Administrator can provide you with your member identification number.

***Pre-Authorization***

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

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

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

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

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

**THIS PLAN IS UNDERWRITTEN BY:**

The Great-West Life Assurance Company  
Policy #31228

AND

Chubb Life Insurance Company of Canada  
Policy #AB10406502  
Policy #CI20002401

AND

RSA Travel Insurance Inc.  
Policy #1057425

AND

Homewood Health

**THIS PLAN ARRANGED AND ADMINISTERED BY:**

Coughlin & Associates Ltd.  
Employee Benefits Specialists  
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Winnipeg, Manitoba  
R3C 2L4  
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