



# Your group insurance plan



**REFORM PENSION BOARD**

**Policy No. 530009**

**All Congregational and Union for Judaism Reform  
Employees, Temple Administrator or Educators and Rabbi**

# **Your Group Insurance**

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**This document is an integral part of the Insurance certificate. It is a summary of your Group Insurance Policy. Only the Group Insurance Policy may be used to settle legal matters.**

**Booklet published on June 10, 2026**

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## BENEFIT SCHEDULE

### GENERAL GUIDELINES

**Participation:** Mandatory

### Eligibility Requirements

**Number of hours worked per week:**

A minimum of 30 hours per week for permanent full-time employees.

A minimum of 18 hours per week for permanent part-time employees.

**Eligibility Period:** Nil

### Waiver of Premium

**Benefits for which premiums are waived in the event of Total Disability:**

- Participant Long Term Disability Benefit

**Beginning of Waiver of Premium:**

At the end of the Elimination Period of the Participant Long Term Disability Benefit.

## PARTICIPANT LONG TERM DISABILITY BENEFIT

**Percentage and Maximum of Benefit:** 60% of monthly Earnings, rounded to the next \$1, if not already a multiple, up to a maximum of \$17,000.

**Non-Evidence Maximum of Insurability:** \$17,000

**Elimination Period:** **Option 1:** 180 days  
**Option 2:** 90 days

**Maximum Benefit Period:**

Age on the date the Participant becomes Totally Disabled

Less than 60 years of age	To age 65
60 years of age	60 months
61 years of age	48 months
62 years of age	42 months
63 years of age	36 months
64 years of age	30 months
65 years of age	24 months
66 years of age	21 months
67 years of age	18 months
68 years of age	15 months
69 years of age and over	12 months

**Cost-of-Living Adjustment following the Consumer Price Index:**

Up to 6%. First increase after the end of the Elimination Period plus one year

**Taxability of Benefits:** Non-taxable

**Benefit Termination**

**Age Limit:** The date of retirement

## DEFINITIONS

Wherever used in the policy:

Accident means any event due to sudden and unforeseeable external causes that inflicts bodily injuries that are certified by a Physician, directly and independently of any other cause. It does not mean any form of disease, or degenerative process, an inguinal, femoral, umbilical or incisional hernia, or any infection other than an infection of a visible, external cut or wound accidentally sustained.

Actively At Work means, on any day, the performance by the Employee of all the usual and customary duties of his job with the Employer for the scheduled number of hours for that day.

Age means the age of the Insured Person on his last birthday when stated or calculated, or on the day when an event referred to under the policy occurs.

Child means a person who:

- 1) is under 21 years of Age, and for whom the Participant or the Spouse of the Participant has legal guardianship or had legal guardianship until he reached the Age of majority; or
- 2) has no spouse, is 25 years old or under and is, or is deemed to be, a full-time student at an accredited educational institution, and for whom the Participant or the Spouse of the Participant would have legal guardianship if he were a minor; or
- 3) has reached the Age of majority, has no spouse, and is suffering from a "functional impairment" that must have existed when the status of the person fit the definition of either 1) or 2) above. In addition, in order to be considered a "person suffering from a functional impairment," this person must be living with the Participant or the Spouse of the Participant who would have legal guardianship of him as if he were a minor.

It is understood that a functional impairment will be defined as stipulated under the regulations of any provincial legislation, when covered under such regulations.

Continuing Medical Care means the treatment a Participant receives. It must be accepted by the medical profession as an effective, appropriate and essential treatment in the diagnosis or care of the specific Illness or injury. It must be reasonable, considered as standard practice and provided or prescribed by a Physician or, when the Insurer deems necessary, by a specialist in the appropriate field. Such care is not limited to examination and tests, and must be provided at the frequency required for the specific Illness or injury.

Dependent means a Spouse or Child who is domiciled in Canada. However, if a Dependent is domiciled outside Canada, such Dependent may be deemed to be domiciled in Canada provided such individual is covered under a provincial medical plan and prior written approval is obtained from the Insurer.

Earnings means the regular rate of pay of an Employee paid by the Employer, including dividends, but excluding bonuses, overtime pay and any non-regular form of remuneration.

Employee means a person who is domiciled in Canada and who is employed by the Employer on a permanent full-time or part-time basis for not less than the number of hours specified in the Benefit Schedule. However, if an Employee is domiciled outside Canada, such Employee may be deemed to be domiciled in Canada provided prior written approval is obtained from the Insurer.

Employer means any companies listed on the application of the Policyholder for the policy or specified in the Benefit Schedule.

Family-Related Leave means any leave of absence from work taken by a Participant in accordance with such provincial or federal legislation, or an agreement between the Participant and the Employer.

Illness means any health deterioration or bodily disorder certified by a Physician. For the purposes of the policy, organ donations and related complications are also considered illnesses.

Insured Person means the Participant or one of his insured Dependents, as the case may be.

Insurer means Desjardins Financial Security Life Assurance Company.

Maternity Leave means any leave of absence from work due to pregnancy in accordance with any labour standards legislation that is applicable in the Insured Person's province of residence. Maternity Leave consists of a voluntary portion and a "health related portion". The "health related portion" of the Maternity Leave commences on the date of the delivery and lasts for at least 6 weeks (8 weeks for a Caesarean delivery). The person is considered to be on Maternity Leave during the entire period for which she is receiving maternity benefits under any provincial or federal legislation. If she is absent from work due to a Total Disability that commenced before or during pregnancy, she is considered to be on Maternity Leave in accordance with any provincial or federal legislation.

Parental Leave means any leave of absence from work taken by a Participant to take care of his newborn or adopted child, in accordance with such provincial or federal labour standards legislation, or an agreement between the Participant and the Employer.

Participant means an Employee who is insured under the policy.

Physician means a legally qualified medical practitioner lawfully entitled to practice medicine in the place where he provides the medical services.

Policyholder means the company or group indicated on the application and specified on the cover page of the policy.

Spouse means an eligible person who is domiciled in Canada and who at the time of the event giving rise to a claim:

- 1) is legally married to or living in a civil union with the Participant; or
- 2) has been living with the Participant in a conjugal relationship for at least 12 months and has not been separated from the Participant for 90 days or more as a result of a breakdown in the relationship; or
- 3) is living in a conjugal relationship with the Participant who is the natural parent of the Spouse's Child and has not been separated from the Participant for 90 days or more as a result of a breakdown in the relationship.

However, if two individuals fit the definition of Spouse, the Insurer will recognize only one Spouse for all benefits under the same plan in the following order:

- 1) the eligible Spouse whom the Participant last designated as such in writing to the Insurer, subject to approval of any evidence of insurability required under the policy; or
- 2) the Spouse to whom the Participant is legally married or with whom the Participant is living in a civil union.

At any one time, only one person may be insured as a Spouse of the Participant.

## **ELIGIBILITY**

### **EMPLOYEE ELIGIBILITY**

An Employee is eligible for insurance:

- 1) on the EFFECTIVE DATE, if he meets the Eligibility Requirements specified in the Benefit Schedule; or
- 2) after the EFFECTIVE DATE, on the date on which he meets the Eligibility Requirements specified in the Benefit Schedule.

A Participant, whose insurance under the policy terminated due to termination of employment and who is re-hired by the Employer within 6 months immediately following the termination of his insurance, will be eligible for the reinstatement of his insurance on the date he resumes employment, provided application for reinstatement is made within 31 days of eligibility.

### **INSURANCE APPLICATION**

An eligible Participant must complete an application or an application for exemption for himself within 60 days of the date on which he becomes eligible.

### **EVIDENCE OF INSURABILITY**

Evidence of insurability means any declaration relating to an individual's physical health or to other factual information that could have a bearing on the acceptance of the risk. Only declarations that are provided on the forms approved by the Insurer will be accepted.

## **COMMENCEMENT OF INSURANCE AND WAIVER OF PREMIUM**

### **COMMENCEMENT OF PARTICIPANT INSURANCE**

The insurance of any Employee will become effective on the latest of the following dates, provided that Employee is Actively At Work on such date:

- 1) the Effective Date of the policy,
- 2) the date on which he first becomes eligible, provided his written application, completed using the form required by the Insurer, is received by the Insurer within 31 days of his date of eligibility,
- 3) the date on which the insurability of the Employee is approved by the Insurer, if the application of the Employee for insurance is received by the Insurer more than 31 days after the date of his eligibility.

If an Employee is not Actively At Work on the date his insurance would have otherwise commenced, such insurance will commence on the first day he is subsequently Actively At Work.

If the Employee is not Actively At Work on the date his insurance would have otherwise commenced, due solely to a paid leave or a statutory holiday, then he will be considered Actively At Work on such date.

If a Participant requests an amount of insurance that exceeds the maximum amount the Insurer will provide without evidence of insurability, as specified in the Benefit Schedule, this excess amount will become effective on the latest of the dates specified in the preceding provision or on the date on which the insurability of the Participant is approved, if later.

### **CHANGE OF INSURANCE**

Any increase or decrease in the amount of insurance or any change in Benefit will become effective on the later of the following dates, provided the Participant is Actively At Work on such date:

- 1) the date on which the Participant first becomes eligible for such change provided written request for change is received by the Insurer on or before that date,
- 2) the date on which the insurability of the Participant is approved by the Insurer,
  - a) if the increase in the amount of insurance requested exceeds the maximum amount that the Insurer will provide without evidence of insurability, as specified in the Benefit Schedule, or
  - b) if the request for change is received more than 31 days after the date of his eligibility for such change.

If a Participant is not Actively At Work on the date his insurance would have otherwise changed, such insurance will change on the first day he is subsequently Actively At Work. However, if the Policyholder and the Insurer agree, the change is effective as if the Participant was Actively at Work.

If the Participant is not Actively At Work on the date his insurance would have otherwise changed, due solely to a paid leave or a statutory holiday, then he will be considered Actively At Work on such date.

## **WAIVER OF PREMIUM**

- 1) For the Benefits listed in the WAIVER OF PREMIUM provision in the BENEFIT SCHEDULE, as of the Beginning of Waiver of Premium mentioned in the WAIVER OF PREMIUM provision in the BENEFIT SCHEDULE, premiums will be waived for a Participant who becomes Totally Disabled while insured under the policy but prior to attaining Age 65, if he submits Proof of Claim satisfactory to the Insurer. Premiums will continue to be waived for as long as the Total Disability persists. For the purpose of this provision, premiums will cease to be waived on the earliest of the following dates:
  - a) the date on which the Participant is unable or unwilling to provide satisfactory proof of Total Disability to the Insurer, if such proof is not provided within 3 months of the request,
  - b) the date on which the Participant ceases to be Totally Disabled,
  - c) the date on which the Participant attains Age 65 or retires, if earlier.
- 2) Under the policy, any provision for an increase in coverage is suspended during a Total Disability.
- 3) A recurrence of Total Disability within 6 months after the termination of a previous period of Total Disability for which premiums have been waived under the policy shall be deemed a continuation of the previous period if due to the same or related causes.
- 4) To be eligible for WAIVER OF PREMIUM, the Insurer must receive written notice of Total Disability within 12 months of the date the Participant becomes Totally Disabled, and proof satisfactory to the Insurer of Total Disability within 90 days following the date the Insurer received written notice.

In the event of recurrent Total Disability, the Insurer must receive written notice and proof of claim within 12 months of the date of such recurrence.

## **TERMINATION OF INSURANCE**

### **TERMINATION OF PARTICIPANT INSURANCE**

Except as specifically provided to the contrary elsewhere in the policy, the insurance of the Participant will terminate on the earliest of the following dates:

- 1) the date the Participant no longer qualifies as an Employee, as defined in the policy,
- 2) the date the Participant ceases to belong to a class of Participants eligible for insurance,
- 3) the date the Participant reaches the applicable Age Limit specified in the Benefit Schedule,
- 4) the end of the period for which required premiums were paid on behalf of the Participant,
- 5) the date the Participant retires,
- 6) the date the Participant ceases to be Actively At Work,
- 7) the date of termination of the policy.

### **CONTINUATION OF INSURANCE**

If a Participant ceases to be Actively At Work, the insurance may be continued as specified in the policy.

## **CLAIMS**

### **NOTICE AND PROOF OF CLAIM**

Notice and proof of any claim must be received by the Insurer within the time limit, if any, specified for each Benefit. However, if the policy terminates, no payment will be made unless the notice and proof of a claim is submitted to the Insurer within 120 days of the date of termination of the policy.

Failure to submit notice or proof of claim within the prescribed time limit does not invalidate the claim, provided that the notice and proof of the claim are sent as soon as reasonably possible. However, no payment will be made if the notice and proof of claim are sent more than 12 months after the expenses were incurred.

No action or proceedings may be brought against the Insurer for the recovery of any claim within 60 days or after 3 years following the expiration of the time in which proof of claim is required.

### **BENEFICIARY**

The Insurer will recognize the beneficiary(ies) designated by the Participant under the Employer's group insurance plan immediately prior to the Effective Date of this policy, unless the Insurer requires beneficiary(ies) to be designated again.

Subject to applicable laws, the Participant may designate or revoke, at any time, one or several beneficiaries. Only the benefits that include a benefit payment in the event of the Participant's death are subject to the designation of beneficiary(ies), and the same designation applies to all these benefits. The rights of a beneficiary who dies before the Participant revert to the latter. In the absence of a designated beneficiary, the amounts payable are paid according to applicable laws.

The amounts payable when a Dependent dies are paid to the Participant, if alive. If the Participant has died, the amounts are paid according to applicable laws.

The Insurer assumes no responsibility for the validity of any beneficiary designation or revocation.

### **CLAIMS**

Claims under the policy must be submitted to the Insurer on the appropriate form.

Any living benefits will be paid to the Participant unless otherwise indicated in the policy.

Within 90 days of a death, the beneficiary must submit to the Insurer proof of death, including a death certificate, proof of the Age, and Earnings of the Participant, as well as any other information deemed useful by the Insurer.

If the designated beneficiary is the estate or personal representative of the deceased, or is a minor, or dies before the Participant, or is not competent to give valid release, the Insurer reserves the right to pay, at its option and at its discretion, a part of the proceeds of the Participant Life Insurance Benefit in an amount not exceeding \$5,000 to any person the Insurer deems equitably entitled to such amount to cover the Participant's burial expenses. Such payment will fully discharge the Insurer, and the other insurers, provided this payment is made in good faith.

### **MEDICAL EXAMINATIONS**

From time to time, the Insurer will be entitled to have a claimant examined by a Physician or Physicians of its choice.

## PARTICIPANT LONG TERM DISABILITY BENEFIT

### DEFINITIONS

As used in this Benefit

Elimination Period means the period, as specified in the Benefit Schedule, of continuous Total Disability that must be completed before Long Term Disability Benefits commence under this Benefit.

If a Participant can and does continue his coverage under this Benefit throughout any absence or leave (other than a Maternity, Parental or Family-Related absence or leave) as described in the policy, and such Participant becomes Totally Disabled during such leave, the Elimination Period will be deemed to commence on the date the Participant is scheduled to return to active work.

Net Monthly Earnings means the monthly Earnings in effect immediately prior to commencement of Total Disability less all income taxes and contributions to the Canada/Quebec Pension Plan and Employment Insurance payable thereon.

Maximum Benefit Period means the maximum period during which monthly benefits are payable, as specified in the Benefit Schedule.

Total Disability or Totally Disabled means

- 1) during the Elimination Period and the succeeding 24 months,  
a state of incapacity, resulting from an Illness or Accident, that wholly prevents the Participant from performing each and every essential duty of his regular occupation;
- 2) after the Elimination Period and the succeeding 24 months have elapsed,  
a state of incapacity, resulting from an Illness or Accident, that wholly prevents the Participant from working in any occupation for which he is suited by education, Training and Experience.

Whether or not any such gainful occupation is available in the area where the Participant is domiciled does not affect his entitlement to Long Term Disability Benefits.

A Participant who needs a driver's licence issued by the government to perform the duties of his regular occupation is not considered Totally Disabled simply because his licence has been revoked or has not been renewed.

Training and Experience means all of the knowledge and skills the Participant acquired while in school, in the performance of his current or former professional activities or during his non-working hours.

## **EVIDENCE OF INSURABILITY**

Evidence of insurability satisfactory to the Insurer will be required of a Participant applying for any benefit amount of Long Term Disability in excess of the amount specified in the Benefit Schedule as the Non-Evidence Maximum of Insurability under the Participant Long Term Disability Benefit.

## **PAYMENT OF BENEFIT**

Upon receipt of Proof of Claim satisfactory to the Insurer that

- 1) a Participant became Totally Disabled while insured under this Benefit and remained Totally Disabled during the Elimination Period; and
- 2) the Participant is under Continuing Medical Care of a Physician, as defined under the DEFINITIONS provision of the policy;

the Insurer will pay monthly Long Term Disability Benefits for as long as the Participant is Totally Disabled, in accordance with applicable policy provisions, up to the Maximum Benefit Period.

The "health related portion" of the Maternity Leave taken by a Participant is considered to be a period of Total Disability for the purposes of benefit payment under this Benefit, whether the Participant's insurance was continued during the leave or not. The maternity benefits payable under any public or private plan are deducted from the benefits payable to the Participant for this period, in accordance with the provisions of this contract.

For a Total Disability that begins during the voluntary leave portion of a Maternity Leave, or during a Parental or Family-Related Leave, or during any other Leave of Absence, benefits are payable from the later of the following dates, provided the current benefit remained in force and provided the Participant is still Totally Disabled and insured under this Benefit:

- 1) the end of Elimination Period;
- 2) the scheduled date of return to work.

The amount of Long Term Disability Benefit payable will be the amount specified in the Benefit Schedule based on the monthly Earnings in effect immediately prior to the initial date of Total Disability.

Long Term Disability Benefits are payable at the end of each month following the completion of the Elimination Period.

Any payments for a period of less than one month will be at the daily rate of 1/30 of the monthly benefit.

Long Term Disability Benefits may be taxable in accordance with the Benefit Schedule.

## **COST-OF-LIVING ADJUSTMENT**

During a continuous period of Total Disability, the Long Term Disability Benefit payable to a Participant under this Benefit will be increased by an amount equal to the percentage, as specified in the Benefit Schedule, of that monthly Benefit payable immediately prior to such increase, subject to the following conditions:

- 1) the initial increase will become effective in accordance with the COST-OF-LIVING ADJUSTMENT section of the Benefit Schedule;
- 2) subsequent increases will become effective on each anniversary of the initial increase; and
- 3) for any year in which the Consumer Price Index (CPI) is less than the percentage specified in the Benefit Schedule, the increase for that specific year will be equal to that of the CPI.

## **REDUCTION OF LONG TERM DISABILITY BENEFITS, LIMITATIONS AND EXCLUSIONS**

- 1) Direct Offset

Long Term Disability Benefits otherwise payable to the Participant under this Benefit will be reduced by

- a) any benefits the Participant is eligible to receive under any Workers' Compensation Act or similar legislation; and
- b) any benefit the Participant is eligible to receive under the Canada Pension Plan or the Quebec Pension Plan excluding
  - i) benefits payable on behalf of his Dependents;
  - ii) survivor's benefits; and
  - iii) any increase in benefits due solely to cost-of-living, after benefit payments commence; and
- c) any indemnity payable for loss of time under any government plan requiring or providing automobile insurance benefits on a no-fault basis;
- d) any disability benefit payable by a private pension plan.

2) Indirect Offset

In addition, the Insurer will further reduce Long Term Disability Benefits by any amount by which the total monthly income of the Participant from all sources exceeds

- a) 66.67% of his gross monthly Earnings immediately prior to Total Disability, if the Long Term Disability Benefits are included in his income under the Income Tax Act (Canada); or
- b) 66.67% of his Net Monthly Earnings immediately prior to Total Disability, if the Long Term Disability Benefits are not included in his income under the Income Tax Act (Canada).

The total monthly income of a Participant from all sources, whether he receives or is eligible to receive this income, will include all of the following:

- a) any Long Term Disability payments under this Benefit;
- b) any monthly Earnings or payments from the Employer;
- c) any benefits the Participant is eligible to receive under the Quebec Pension Plan, but excluding benefits payable on behalf of his Dependents, survivor's benefits and any increase in benefits after benefit payments commence due solely to the cost-of-living;
- d) any benefits the Participant is eligible to receive under the Canada Pension Plan, but excluding benefits payable on behalf of his Dependents, survivor's benefits and any increase in benefits after benefit payments commence due solely to the cost-of-living;
- e) any disability benefits payable under any Workers' Compensation Act or similar legislation or any other government plan, excluding the Employment Insurance Act;
- f) any disability benefits payable under any other group or association insurance plan;
- g) any disability benefit payable by a private pension plan, excluding any increase in benefits after benefit payments commence due solely to cost of living;
- h) any indemnity for loss of time payable under any government plan requiring or providing automobile insurance benefits on a no-fault basis.

- 3) In the event that a lump-sum payment is made under any of the above-mentioned sources in 1) and 2) in lieu of monthly payments, monthly benefits will be reduced by the equivalent monthly payment over a period of 60 months or by the number of months of disability for which the lump sum is paid, whichever is the lesser.

The Insurer may also reduce the monthly Long Term Disability payments even if the Participant, who is required to make the necessary application, fails or refuses to exercise his rights under the above-mentioned legislation or plans.

The Insurer may, at its discretion, estimate the amount of a government plan award pending notice of the actual award.

4) Limitations

No benefits are payable for a period of Total Disability

- a) during which the Participant is not under Continuing Medical Care, for the Illness or bodily injury causing the Total Disability;
- b) during the voluntary leave portion of the Maternity Leave as described under the DEFINITIONS section, for a total disability occurring during this period;
- c) during a Parental or Family-related Leave taken by a Participant, as provided for under provincial or federal legislation, for Total Disability occurring during this period;
- d) during any work stoppage due to a strike, lock-out, Leave of Absence or lay-off, for a Total Disability occurring during this period;
- e) during the imprisonment of the Participant due to conviction of an offence;
- f) if the Participant remains outside Canada for longer than 3 months for any reason whatsoever, unless the Insurer gives prior written consent to continue paying benefits during this period.

No benefits are payable for any period of Total Disability beginning during the first 12 months of coverage of a Participant, if such Total Disability was directly or indirectly the result of an Illness or Accident that was treated by a Physician or for which prescribed drugs were taken during the 3 month period immediately prior to the effective date of such coverage.

However, if the policy has been in force for less than 12 months, and the Participant has been covered under a comparable benefit under the Employer's previous group insurance policy, for any period of time immediately prior to the Effective Date of the policy, that period of time will apply in determination of the 12 month coverage period.

## 5) Exclusions

No benefits are payable for a Total Disability resulting directly or indirectly from any one of the following:

- a) war, whether the war be declared or not, or service in the armed forces of any country, or participation in a riot, insurrection or civil commotion;
- b) committing, or attempting to commit a criminal offence;
- c) cosmetic surgery or treatment, unless such surgery or treatment is required as a result of an Accident that occurred while the Participant was insured under this Benefit;
- d) alcohol or drug abuse unless, for such abuse, the Participant is actively taking part in a therapeutic program supervised by a Physician on an on-going basis, is receiving Continuing Medical Care or treatment for rehabilitation and is staying in an established treatment centre qualified to provide the necessary treatment or care;
- e) driving a motorized vehicle while impaired by drugs, or with an alcohol level that exceeds the limit set under the Criminal Code of Canada.

## **RECURRENT TOTAL DISABILITY**

Successive periods of Total Disability due to the same cause or related causes are considered to be the same period of Total Disability unless they are separated by at least

- 1) 2 consecutive weeks of active full-time employment during the Elimination Period; or
- 2) 6 consecutive months of active full-time employment immediately following a period of Total Disability for which Long Term Disability Benefits were paid under this Benefit.

Successive periods of Total Disability due to entirely unrelated causes are considered to be the same period of Total Disability, unless they are separated by at least 1 day of active full-time employment.

Whenever successive periods of Total Disability are considered to be the same period of Total Disability, the Elimination Period will not be applied a second time and the same amount as for the initial Total Disability minus any payments already made will be payable for the remainder of the Maximum Benefit Period.

## DISABILITY MANAGEMENT

The Insurer may at any time require a Totally Disabled Participant to participate in a disability management program or to take up rehabilitative employment that is considered appropriate by the Insurer.

The Insurer will actively co-ordinate all disability management program services listed below and will also facilitate and ensure case follow-up:

- 1) co-ordination of access to health care services;
- 2) support program for returning to work;
- 3) negotiations for a gradual return to work,
- 4) rehabilitation program, which may include evaluation, treatment, training, placement and job search services.

If a Totally Disabled Participant, while receiving Long Term Disability Benefits, takes part in a disability management program or takes up rehabilitative employment under the supervision of his Physician and with the approval of the Insurer:

- 1) the Participant will still be considered Totally Disabled while taking part in this program, subject to a maximum of 24 months;
- 2) if, while taking part in this program, a Participant becomes Totally Disabled again, the terms and conditions of this Benefit will re-apply to the Participant as if he had been Totally Disabled during the rehabilitation period;
- 3) the Maximum Benefit Period during any period of Total Disability will continue to apply even if the Participant is taking part in an approved disability management program or rehabilitative employment;
- 4) if, while taking part in this program, the Participant earns any income, the Long Term Disability Benefits payable by the Insurer to the Participant will be reduced by the amount produced by the following formula:

$$(A \div B) \times C$$

A = Income earned from any rehabilitative activity

B = Monthly Earnings of the Participant immediately prior to the commencement of Total Disability

C = Long Term Disability Benefits otherwise payable under this Benefit

- 5) while the Participant is taking part in a disability management program, the Insurer will reduce his Long Term Disability Benefits so that his total income from all sources, if any, as listed in the INDIRECT OFFSET provision of the REDUCTION OF LONG TERM DISABILITY BENEFITS, LIMITATIONS AND EXCLUSIONS section of this Benefit, does not exceed 100% of his Net Earnings immediately prior to the commencement of Total Disability if this Benefit is non-taxable, or 100% of his gross Earnings immediately prior to the commencement of Total Disability if this Benefit is taxable.

A Participant who refuses to take part in a disability management program, does not participate in such program in good faith or does not take up rehabilitative employment considered appropriate by the Insurer will no longer be eligible for monthly benefits payable under this Benefit.

### **TERMINATION OF BENEFITS**

Long Term Disability Benefits will cease on the earliest of

- 1) the date the Participant ceases to be Totally Disabled;
- 2) the date the Participant engages in any gainful occupation other than an approved gainful occupation for the purpose of rehabilitation;
- 3) the date set by the Insurer the participant was required to provide satisfactory proof of total disability or to undergo a medical examination requested by the Insurer, but neglected or refused to do so;
- 4) the date payments have been paid up to the Maximum Benefit Period for any one period of Total Disability;
- 5) the date the Participant refuses to participate in a disability management program or to take up rehabilitative employment considered appropriate by the Insurer; and
- 6) the date the Participant attains the Age Limit specified in the Benefit Schedule.

## **EXTENSION OF BENEFIT AFTER TERMINATION**

If a Participant is Totally Disabled on the date his insurance terminates, the Insurer will continue insurance for that Total Disability as if the insurance under this Benefit for that Participant were still in force, provided such Total Disability continues uninterrupted, subject to all other provisions of the policy.

If a Participant is not Totally Disabled on the date this Benefit terminates but was receiving Long Term Disability Benefits under this Benefit less than 6 months prior to such date, such Participant will be eligible to a resumption of Long Term Disability Benefits if he again becomes Totally Disabled from the same or related causes prior to

- 1) 90 days after the termination of this Benefit; or
- 2) 180 days after the last day he was Totally Disabled.

The reinstated Long Term Disability Benefits will be equal to those which the Participant was previously eligible to receive and will continue for the remainder of the Maximum Benefit Period.

## **NOTICE AND PROOF OF CLAIM**

Initial written notice of a claim must be submitted to the Insurer within 30 days of the expiry of the Elimination Period and initial written proof, within 60 days of the expiry of the Elimination Period.

In the event of the recurrence of Total Disability, written notice of a claim must be submitted to the Insurer within 30 days of the date of such recurrence and written proof within 60 days of the date of such recurrence.

Subsequent written proof satisfactory to the Insurer of continuing Total Disability must be submitted to the Insurer at its request.

## YOU SHOULD KNOW

### GENERAL INQUIRIES

To obtain any other information, visit the “Contact us” section of Desjardins Financial Security’s website at [www.desjardins.com](http://www.desjardins.com).

### BENEFICIARY

**This provision removes or restricts the right of the Participant to designate persons to whom or for whose amounts are to be payable for some benefits:**

Only the benefits that include a benefit payment in the event of the Participant’s death are subject to the designation of beneficiary(ies), and the same designation applies to all these benefits.

### ACCESS TO THE POLICY

Upon request to Desjardins Financial Security, the Participant may obtain a copy of his application, his insurability report and the policy.

### MODIFICATION TO GOVERNMENT PLANS

If the Insurer’s obligations under the policy are increased due to a modification to government plans, the policy continues to apply as if government plans did not change, unless otherwise agreed in writing by the Policyholder and the Insurer.

### HOW TO FILE A COMPLAINT

If a Participant is unhappy about something we’ve said or done, feels they’ve been wronged or wants us to take corrective action he can file a complaint with the Complaint handling team at Desjardins Financial Security. The role of the team is to evaluate the merit of the decisions and practices of the company when one of its customers believes he has not received the service to which he was entitled.

There are 3 ways to reach the Complaint handling team

**In writing, at the following address:**

Complaint handling team  
Desjardins Financial Security  
100, rue des Commandeurs  
Lévis (Québec) G6V 7N5

**By e-mail at: [complaints@desjardins.com](mailto:complaints@desjardins.com)**

**By phone at: 1-888-556-7212**

For further information on the procedure to follow in case of complaint, or to obtain the complaint form, visit the “Contact us” section of Desjardins Financial Security’s website at [www.desjardins.com](http://www.desjardins.com).

# Assuris protection

Desjardins Insurance is a member of Assuris, a not for profit corporation, funded by the life insurance industry. It protects Canadian policyholders against loss of benefits due to the financial failure of a member company.

Details about the extent of Assuris' protection are available at **www.assuris.ca** or in their brochure, which you can get by writing to **info@assuris.ca** or calling 1-866-878-1225.

## Our commitment to you

We will always be here to answer your questions. You can rely on our knowledgeable team to deliver outstanding service and process your claims efficiently. We are here to help you stay healthy and to give you advice and financial support when you need them most.

**[desjardinslifeinsurance.com/planmember](https://desjardinslifeinsurance.com/planmember)**



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