

Selkirk College

Group Policy Number: G0039956

Plan: BB - Members of BCGEU "regular" less than 50%

Employee Name: _____

Certificate Number: _____

Welcome to Your Group Benefit Program

Group Policy Effective Date: December 01, 2009

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

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

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

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Benefit Summary

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

This version of the Benefit Summary provided electronically: June 20, 2014

Weekly Income (Short Term Disability)

Benefit Amount - 70% of weekly earnings, to a maximum benefit of \$1,385

Weekly Income

Qualifying Period - 30 calendar days, if the disability is due to an accident; 30 calendar days, if the disability is due to a sickness

Maximum Benefit Period - For Total and Partial Disability - 21 weeks

Termination Age - retirement

How to Use Your Benefit Booklet

Designed with Your Needs in Mind

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

Your Benefit Booklet includes...

a detailed Table of Contents, allowing quick access to the information you are searching for,

Explanation of Commonly Used Terms, which provides a brief explanation of the terms used throughout this Benefit Booklet,

a clear, concise explanation of your Group Benefits,

information you need, and simple instructions, on how to submit a claim.

Important Note

Important Note

This information has been prepared to help you towards a better understanding of your Group Benefits coverage. It does not create or confer any contractual or other rights. The terms and conditions governing the coverage are set out in your collective agreement and the Group Policy/ies issued by The Manufacturers Life Insurance Company. In the event of any variation between the information provided in this booklet and the provisions of the collective agreement or Group Policy/ies, the provisions of the collective agreement or Group Policy/ies shall prevail, in that order.

Your employer reserves the right to amend or discontinue any of the benefit programs referred to in this booklet at any time without notice, subject only to the terms of the collective bargaining agreement. If government legislation changes or if benefits or subsidies under government benefit plans are reduced or eliminated, your benefit programs do not automatically replace or supplement such reductions or eliminations. Your employer takes no responsibility for any changes in federal or provincial income or other taxes or levies or the impact of these changes on the taxation of any of the benefit programs. This booklet describes benefit programs for active employees and does not describe any retiree or post-employment benefit programs.

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

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

the Group Policy and/ or Plan Document,

your application for group benefits, and

any Evidence of Insurability you submitted as part of your application for benefits.

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

How to Use Your Benefit Booklet

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

Your Group Benefit Card

Your Group Benefit Card is the most important document issued to you as part of your Group Benefit Program. It is the only document that identifies you as a Plan Member.

The Group Policy Number and your Certificate Number are also necessary for ALL correspondence with Manulife Financial. Please note that you can print your Certificate Number on the front of this booklet for easy reference.

Your Group Benefit Card is an important document. Please be sure to carry it with you at all times.

***Your Group Benefit
Card***

Explanation of Commonly Used Terms

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

Earnings

Earnings

your regular rate of pay from your employer, including regular bonuses, regular overtime pay and regular commissions

Gross weekly earnings refer to your normal earnings on the last day of work or sick leave. The gross weekly earnings applicable on the last day of work or sick leave shall be adjusted due to salary increases negotiated retroactively.

If you work less than full-time or if your regular employment includes a period of layoff with a predetermined recall date of less than nine months, the gross weekly earnings refers to your hours normally worked per week, as determined by averaging the number of hours you actually worked over the 52 week period immediately preceding the date of disability or illness, times your regular hourly rate, or the hourly equivalent, which are rates in effect at the date of disability.

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

the amount reported on your claim form, or

the amount reported by your employer to Manulife Financial and for which premiums have been paid.

Medically Necessary

Medically Necessary

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

Qualifying Period

Qualifying Period

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

Reasonable and Customary

Reasonable and Customary

within the usual range of charges being made by others of similar standing in the area in which the charge is incurred when providing the same or comparable services or supplies.

Retirement

Retirement

the period in which you are retired by your employer. The normal retirement age for all employees is 65 years, subject to the provisions of any applicable collective agreement or statute. Employees shall normally retire on June 30th next following their 65th birthday. However, a retiring employee may, at the sole discretion of the board, be re-appointed for a term(s) not exceeding one year.

Waiting Period

Waiting Period

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

Why Group Benefits?

In case of disability, government plans (such as Employment Insurance, Canada/Quebec Pension Plan, Workers' Compensation Act, etc.) may provide some financial assistance.

Why Group Benefits?

But government plans provide only basic coverage. A disability can create financial hardship for you and your family.

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

Your Employer's Representative

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

Your Employer's Representative

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

Your Employer's Representative is _____ Phone Number: (_____)_____ - _____

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

Applying for Group Benefits

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

Applying for Group Benefits

Making Changes

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

Making Changes

change in Name

The Claims Process

Naming a Beneficiary

Naming a Beneficiary

Manulife Financial does not accept beneficiary designations for any benefits under this Plan.

This Plan contains a provision removing or restricting the right of the covered person to designate persons to whom or for whose benefit money is to be payable.

How to Submit a Claim

How to Submit a Claim

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

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

You may not commence legal action against the Employer or the Administrator less than 60 days after proof has been filed as outlined under Submitting a Claim. Every action or proceeding against the Employer or the Administrator for the recovery of money payable under the plan is absolutely barred unless commenced within the time set out in the Insurance Act or applicable legislation.

Who Qualifies for Coverage?

Eligibility

You are eligible for Group Benefits if you:

- are a part-time employee of Selkirk College and work at least the Required Number of Hours,
- are employed on a continuing basis for at least a four-month period; and
- have a 50% or more of a full-time workload as defined by local provisions; or
- are considered a “regular” employee who is employed on an ongoing, 12 month per academic year basis,
- are a member of an eligible class,
- are younger than the Termination Age,
- are residing in Canada, and
- have completed the Waiting Period.

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

Required Number of Hours

Part-time employee - working less than full-time hours on a twelve-month basis

Effective Date of Coverage

Your Group Benefits will be effective on the date you are eligible.

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

Termination of Coverage

Your Group Benefit coverage will terminate on the earliest of:

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

Eligibility

Required Number of Hours

Effective Date of Coverage

Termination of Coverage

Your Group Benefits

Weekly Income (Short Term Disability)

Weekly Income

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

Definition of Totally Disabled

Weekly Income - Definition of Totally Disabled

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

The Benefit

Weekly Income - The Benefit

Benefit Amount- 70% of weekly earnings, to a maximum benefit of \$1,385

Qualifying Period - 30 calendar days, if the disability is due to an accident; 30 calendar days, if the disability is due to a sickness

Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.

You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period. Otherwise, benefits are not payable until the date you are first treated by your physician.

Maximum Benefit Period - For Total and Partial Disability - 21 weeks

Termination Age - retirement

Waiting Period

first day of the month coincident with or next following date of hire

Entitlement Criteria

Weekly Income - Entitlement Criteria

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

you must be continuously Totally Disabled throughout the Qualifying Period

Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the regular of your own occupation

you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial

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

Subject to the aforementioned criteria, you may elect to use banked sick leave in replacement of weekly income benefits for all or a portion of the 21 week disability benefit period provided the application for weekly income is approved by Manulife Financial.

Your Group Benefits

Periods for Which You are Not Entitled to Benefits

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

not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial

residing outside Canada for any period exceeding 90 consecutive days or a total of 180 days in any 365 day period unless:

- you remain under the regular care of a licensed Physician deemed appropriate by Manulife Financial;
- you have previously notified and received approval in writing from Manulife Financial, and
- proof of the ongoing Disability can be determined on evidence satisfactory to Manulife Financial in English or French within 30 days of request

imprisoned in a penal institution for the portion of a period of disability

***Weekly Income -
Periods for Which You
are Not Entitled to
Benefits***

Amount of Disability Benefit Payable

In the event you are entitled to any other disability income from your employer as a result of the same accident or sickness that caused you to be eligible to receive benefits from this plan, the benefits from this plan will be reduced by 100% of such other disability income as well as:

primary disability benefits to which the person is entitled on his own behalf under the Canada Pension Plan or Quebec Pension Plan, or a plan in another country for which there is a reciprocal agreement with the Canada or Quebec Pension Plan; except for increases that take effect after the benefit period starts

benefits under any Workers' Compensation Act or similar law except for:

- permanent partial disability awards related to the disability for which the employee is receiving weekly disability income benefit; and
- Benefits related to any other employment with another employer.

If you receive earnings during the weekly income period, and if such earnings are derived from employment which has not been approved as rehabilitative employment, or the negotiated benefit top-up payment related to the general wage increase paid by your employer, then the regular monthly benefit from the plan will be reduced by 100% of such earnings.

***Weekly Income -
Amount of Disability
Benefit Payable***

Your Group Benefits

Subrogation

Weekly Income - Subrogation

Manulife Financial shall have full rights of subrogation with respect to the full or partial amount of any weekly income benefits paid or payable to a claimant where the disability of the claimant is caused or contributed to by the action of any third party.

With respect to Insurance Corporation of British Columbia (ICBC) weekly indemnity payments, integration will apply to the extent that the combination of benefits payable under this Policy and ICBC weekly indemnity payments exceeds either:

100% of your gross weekly Earnings; or

the applicable benefit percentage of your average total monthly income in the 12 month period immediately preceding commencement of the disability, whichever is greater.

Where this provision is to apply, you will be required to provide satisfactory evidence of your total monthly income.

Where you make a successful wage loss claim against a third party for an injury for which you received or would receive weekly income benefits, Manulife Financial will be entitled to recover or decrease plan benefits by an amount equal to the amount that plan benefits in combination with the wage loss claim paid exceed 100% of pay subject to the following:

the amount of plan benefit recovered or decreased will be reduced or limited to the legal fees attributed to Manulife Financial's share of total claim recovery

the existence of an action commenced by or on your behalf does not preclude Manulife Financial from joining your action or commencing an action on its own behalf respecting the benefits paid

where either Manulife Financial or yourself intends to commence or join such an action, they shall advise the other in writing of that intention

The above does not apply to a war disability pension paid under an Act of Government of Canada or other Commonwealth countries.

Tax Status of Benefits

Weekly Income - Tax Status

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

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

Payment of Disability Benefits

Weekly Income - Payment of Disability Benefits

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

Your Group Benefits

Rehabilitation Assistance

Weekly Income - Rehabilitation Assistance

Once Manulife Financial determines that you are totally disabled, where appropriate and at the joint approval of your physician, your employer and Manulife Financial, you may be offered rehabilitation to assist you in returning to gainful employment, either to your pre-disability occupation or to another occupation.

You will continue to be entitled to weekly income benefits while participating in rehabilitative employment. Your weekly income benefit will be reduced by earnings received from any employment only if your total income from all sources exceeds 100% of your pre-disability earnings.

Expenses incurred in connection with the rehabilitative employment will be reimbursed by Manulife Financial, provided such expenses are:

reasonable and customary

not payable through any government program or third-party insurer

Partial Disability Benefit

Weekly Income - Partial Disability Benefit

If you become Partially Disabled, Manulife Financial will pay a Partial Disability Benefit, as outlined below.

Partial Disability Definition

Disability due to an accidental injury or sickness to the extent that you are able to perform only a portion of your normal workload.

In order to qualify to receive Partial Disability Benefits, the following conditions must be satisfied:

you must be under the care of a legally qualified doctor of medicine for treatment of the condition that causes you to be disabled

your inability to perform a portion of your normal instructional and non-instructional workload must be confirmed by Manulife Financial for your employer

your employer must agree that your inability to perform a portion of your normal workload due to your disability conforms with the standards your employer has established to determine what a normal workload is, for all areas of activity and function mandated by your job category

if you qualify for a partial sick-leave absence as established under your employer's human resources practices, then you are able to work no more than 80% of your normal workload full-time hours.

An employee who is determined to be partially Disabled and who is entitled to employer paid sick leave on a pro-rated basis will be deemed to have satisfied the Qualifying Period for short-term disability benefits when the pro-rated days of partial disability add up to a total of thirty complete calendar days. In any event, to qualify for short-term disability benefits you must complete the Qualifying Period within six (6) months of the date you commenced part-time sick leave

Your Group Benefits

the disability which entitles you to receive partial disability benefits must commence while you are insured under this coverage by Manulife Financial

the other provisions and conditions of the Weekly Income Benefit, including but not limited to the Periods for which You are not Entitled to Benefits and Disabilities Not Covered provisions, the Amount of Disability Benefit provision and the Subrogation provision will apply during any period in which you receive partial disability Benefits.

Your employer and Manulife Financial agree that the standards established by your employer regarding the parameters of a normal workload will comply with any law or regulation governing employment standards and conditions of work and with the requirements of any collective bargaining agreement or similar agreement governing your employment. Any such standard applied under the partial disability benefit provision will be deemed to be automatically amended to comply with the requirements of such laws and regulations and with any collective bargaining agreement or similar agreement entered into by your employer and later modified.

The application of the provisions under the partial disability benefit will not exempt your employer for its legal obligation to accommodate a disabled employee to continue working.

The benefit amount becomes payable once you have satisfied the Qualifying Period. However, in order to qualify for Partial Disability Benefits, within six months of the commencement of disability, you need only be absent from work due to your disability for an accumulated total number of hours that would be equivalent to the number of full days of continuous disability that would qualify you to receive benefits due to being disabled as defined by the Definition of Disability and Qualifying Period for Weekly Income benefits.

Amount of Partial Disability Benefit

Benefits will be 70% of your pre-disability gross weekly earnings from your employer for the time that you are not working due to partial disability; and 100% of gross earnings from your employer for the time you are working.

The amount of the gross weekly benefit payable to an employee who qualifies for Partial Disability Benefits will be calculated as follows:

Regular work schedule less proportionate share currently worked under partial disability program equals Percentage of Time Loss, and

Percentage Time Loss multiplied by gross pre-disability weekly earnings x 70% = benefit payable.

The amount determined by the above formula is the amount payable before any reductions are applied. Partial Disability Benefits will be reduced by other disability benefits and by other income you are entitled to receive as described under the Amount of Disability Benefit provision.

Your Group Benefits

In addition to the other circumstances in which your entitlement to receive benefits under the terms and conditions of this Policy terminates, under the Partial Disability Benefits provision your entitlement to receive Partial Disability Benefits also ceases:

when you meet the requirements to be deemed Totally Disabled as defined within this policy

when you recover from your disability and return to work on a full-time basis

Termination of Benefit Payments

Your disability benefit payments will cease on the earliest of:

the date you cease to be Totally Disabled, as defined under this benefit, except as provided for under the Partial Disability Benefit provision

the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the regular duties of your own occupation

the date you fail to participate or co-operate in an approved rehabilitation program

the date you do not attend an examination by an examiner selected by Manulife Financial

the date on which benefits have been paid up to the Maximum Benefit Period for this benefit

the end of the month following the date you retire

the end of the month following the date of your death

Weekly Income - Termination of Benefit Payments

Recurrent Disability

If you become Totally Disabled again from the same or related causes within 14 days from the end of the period for which Weekly Income benefits were paid, the disability will be treated as a continuation of your previous disability.

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

If the same disability recurs more than 14 days after the end of the period for which benefits were paid, such disability will be considered a separate disability.

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

Weekly Income - Recurrent Disability

Your Group Benefits

Submitting a Claim

Weekly Income - Submitting a Claim

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

A completed claim form must be submitted within 180 days from the end of the Qualifying Period.

Exclusions

Weekly Income - Exclusions

No benefits are payable for any disability related to:

participation in the commission of a criminal offence

war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this Policy

voluntary participation in a riot or civil commotion except while you are in the course of performing the duties of your regular occupation.

